



Limited Lifetime Transferable Warranty for Slab Foundations

This certifies that: Elvis Clark as original customer and owner of the home located at: 7002 Teaberry Drive, Austin, Texas 78745 has used the Bats Foundation Repair, LLC. system of slab foundation repair and is covered by this limited lifetime warranty.

Definitions, Exclusions and Conditions of the Limited Warranty

Scope of Warranty - What is Covered?

Concrete and Steel Piers Foundation Structures

This Limited Lifetime Warranty, hereinafter referred to as "Warranty" applies only to the work performed by Bats Foundation Repair, LLC. under the terms and conditions of the attached CONTRACT executed on: April 13th, 2025 provided that Owner or New Owner has complied with the provisions of this warranty, then if there is any vertical DOWNWARD settlement of more than 1" in the piered area, other than settlement caused by earthquake, severe wind, flood, extreme change in water table, other Acts of God, or any similar man-made condition, then Bats Foundation Repair, LLC, will correct any defect in workmanship or material that may have occurred with costs according to adjustment charges outlined in the table below, in order to stabilize the area. Warranty includes adjustment of 16 hybrid steel piers only.

Adjustment Charges

	Concrete Piers	Steel Piers
Up to 5 years from install date	\$0.00	\$0.00
Over 5 years from install date	\$125.00	\$0.00

Warranty Period

The Limited Lifetime Warranty Period commences on the date repairs are completed and continues through the life of the home, so long as said structure is used for the same purpose as used at the time work was completed and there have been no additions to the structure that would increase the load on the installed piers and pilings. This Limited Lifetime Warranty is contingent upon timely payment per the terms of the CONTRACT. Any uncured nonpayment of the obligations under the CONTRACT by the Owner will result in the Limited Lifetime Warranty becoming null and void. Any reinstatement of the Limited Lifetime Warranty will be at the sole discretion of Bats Foundation Repair, LLC.

Exclusions - What is Not Covered

Bats Foundation Repair, LLC. shall not be responsible for damage caused by the Owner or Owner's agents, employees, or other contractors, acts of God, soil slippage, earthquake, fire, non-coverage by insurance policy, riot, civil commotion, or acts of public enemy. Bats Foundation Repair, LLC. shall not be responsible for damage to driveways, walks, lawns, trees, shrubs, and any items of personal property. It is agreed and understood that Bats Foundation Repair, LLC. shall not be responsible for pre-existing defects or damage to property. Bats Foundation Repair, LLC. specifically excludes repair for cosmetic damages or plumbing separation that may occur during the pressure grouting or lifting procedure. Bats Foundation Repair, LLC. shall not be responsible for damage or settlement in areas not supported by Bats Foundation Repair, LLC. piers (including interior portions of slab formations supported only by mud jacking); because of structural repairs and/or shimming of interior portions of Pier & Beam floor systems; or for piers installed under wing walls, which are or were not supported by grade beams poured monolithically with the foundation. Bats Foundation Repair, LLC. shall not be responsible for damage or settlement caused by plumbing leaks or inadequate drainage, caused by upheaval, (upheaval means that a segment or segments of the foundation rise above elevations which existed at the time repairs were completed or caused by another party's alterations of Bats Foundation Repair, LLC. work, caused by elements of fire, acts of God, or any cause beyond Bats Foundation Repair, LLC. reasonable control or caused by lack of proper maintenance as defined by the handout on Foundation Maintenance provided with this Limited Lifetime Warranty. Bats Foundation Repair, LLC., shall not be responsible for structural or cosmetic damage to the structure caused by subsequent foundation settlement and such limitation includes but is not limited to, sheetrock, paint, wall covering of any kind, floor covering, glass, tile, brick and/or mortar, plumbing systems, etc. This Warranty does not cover repairing or replacing floor covering and/or any other items damaged or removed to access or adjust piers, consequential damages to heating and/or air conditioning equipment, sheetrock, wallpaper, plaster, glass breakage, shrubbery or any plumbing caused by adjusting the foundation or any consequential damages to the home or structure, including but not limited to, concrete, brick, mortar, or any other rigid materials either during or after the work under this contract. Minor cracking of drywall and brick joints cannot be eliminated as outlined in the pamphlet regarding "Expectations of Underpinning" and/or "Foundation Maintenance" and other maintenance documents provided with this Warranty.

Transfer of Warranty

This warranty may be transferred a **maximum of two times** to a new owner subject to timely and proper notice to Bats Foundation Repair, LLC. and inspection of the property by Bats Foundation Repair, LLC. Such proper notice to Bats Foundation Repair, LLC. shall be in the form of a certified letter mailed within 10 days of transfer of ownership or "closing," whichever comes first. After receiving notice, Bats Foundation Repair, LLC. shall have ten days to perform inspection of the property. If, in the sole discretion of Bats Foundation Repair, LLC. the property has not been properly maintained, then Bats Foundation Repair, LLC. reserves the right to terminate the Warranty by providing written notice of termination to the new owners.

Termination Clauses

Bats Foundation Repair, LLC. may terminate this Warranty at any time by paying the current owner an amount equal to the total payments made under the original contract. Warranty is Null and Void, and Bats Foundation Repair, LLC. shall have no obligations hereunder if:

1. Owner defaults on any payments owing to Bats Foundation Repair, LLC. and such defaults remain uncured for 30 days after written notice of default provided to the owner by Bats Foundation Repair, LLC.
2. Additions or changes are made to the structure at or near the area where the repairs were made that would increase the load on the repaired areas and/or the Foundation is undermined by natural causes or third parties. (e.g., earthquake, interior movement, underground springs, plumbing leaks, creek beds, located on a fault line, erosion by diverted water, etc.)
3. A swimming pool or other underground facility is installed within 10 feet of repaired area.

Owners Responsibility

Owner is responsible for testing plumbing. A hydrostatic pressure test must be submitted within thirty (30) days after foundation work is complete. Should a plumbing break be detected, owner must complete repairs within sixty (60) days of discovering the leak to prevent future soil saturation. Proper maintenance is essential to ensure the stability of your foundation. It is the owner's responsibility during the warranty period to care for the property as outlined in the maintenance procedures provided to owner with this warranty. Should the owner fail to properly maintain the property in accordance with the instructions outlined in the foundation maintenance article and other maintenance documents provided with this warranty, the owner completely releases Bats Foundation Repair, LLC. from liability for any all damages that occur to the property.

Notice Provisions and Rights to Cure Provisions

This contract is subject to Chapter 27, Property Code. The provisions of that chapter may affect your right to recover damages arising from the performance of this contract. If you have a complaint concerning a construction defect arising from the performance of this contract and the defect has not been corrected through normal warranty service, you must provide notice regarding the defect to the contractor by certified mail, return receipt requested, no later than the 60th day before the date you file suit to recover damages in a court of law. The notice must refer to Chapter 27, Property Code, and must describe the construction defect. If requested by the contractor, you must provide the contractor the opportunity to inspect and cure the defect as provided by Section 27.004 Property Code. If the owner fails to give such inspection opportunity, the owner waives claims of any type to Bats Foundation Repair, LLC. for liability of damages under the contract or the warranty.

Limitation of Damages

It is agreed and understood that the full extent of Bats Foundation Repair, LLC. liability in this work shall not exceed the agreed price of this work. Bats Foundation Repair, LLC. excludes all consequential damages resulting from the work performed. Bats Foundation Repair, LLC. ALSO DISCLAIMS AND OWNER WAIVES ALL OTHER WARRANTIES, GUARANTEES, CONDITIONS OR LIABILITIES EXPRESSED OR IMPLIED ARISING OUT OF LAW OR OTHERWISE, INCLUDING WITHOUT LIMITATION CONSEQUENTIAL OR INCIDENTAL DAMAGES. In no event shall you be entitled to consequential damages regardless of whether the claim is based on warranty, contract, tort, or otherwise. Some states do not allow the exclusion or limitation of incidental or consequential damages so the above limitation or exclusion may not apply to you.

Express Limitations

No other guarantee or representations are made other than those expressed in writing by the Contract and Warranty, and no parties or salespersons are empowered to extend the warranties and guarantees stated herein. The terms and conditions set forth in this agreement represent the entire agreement between Bats Foundation Repair, LLC. and the owner. OWNER ACKNOWLEDGES AND AGREES THAT THIS EXPRESS LIMITED WARRANTY IS THE ONLY WARRANTY, EXPRESSED OR IMPLIED, GIVEN BY BATS FOUNDATION REPAIR, LLC. ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY AND WARRANT OF FITNESS FOR PURPOSE, ARE EXCLUDED. NO PARTIES OR SALESPERSONS OF BATS FOUNDATION REPAIR, LLC. ARE EMPOWERED TO EXTEND THE WARRANTIES OR GUARANTEES STATED HEREIN. THIS WARRANTY SHALL NOT BE EXTENDED, ALTERED, MODIFIED OR VARIED EXCEPT BY WRITTEN INSTRUCTION EXECUTED BY THE PARTIES. IN NO EVENT SHALL DAMAGES FOR BREACH OF WARRANTY EXCEED THE PRICE PAID BY OWNER TO BATS FOUNDATION REPAIR, LLC. ACCORDINGLY, OWNER AGREES TO ASSUME RESPONSIBILITY FOR INSURING AGAINST OR OTHERWISE BEARING THE RISK OF GREATER DAMAGES. BATS FOUNDATION REPAIR, LLC. SPECIFICALLY DISCLAIMS ANY WARRANTY OR MERCHANTABILITY OR FITNESS OF THE REPAIRS FOR ANY PURPOSE. THE FOREGOING IS OUR SOLE WARRANTY.