
Lifetime, Transferable Warranty

1. Identity of party or parties to whom this Lifetime, Transferable Warranty ("Warranty") is extended (collectively "Customer"):
John & Pam Moody
2. Address of Property ("Property"):
3229 Francisco Bay Drive Kerens, TX 75144
3. Date of Completion: 11/12/13
4. This Warranty is given by RS Foundations ("Contractor") in regard to the repair of the Property (the "Work") performed for the above-named Customer and is for the sole benefit of the Customer. Contractor warrants against settlement in excess of one-half (½) inch for:
20 piers installed
5. The obligation of the Contractor to comply with the terms of this Warranty is subject to the following conditions:
 - a) Customer must give Contractor WRITTEN notice of any claim involving a defect or failure of the Work. This written notice must be given within ninety (90) days of the date of the Customer's discovery of a defect in the Work. Upon receipt of such notice, the Contractor will repair the Work covered by this Warranty within a reasonable time.
 - b) All warranties, implied or expressed, are null and void if full payment has not been made to Contractor for the Work.
 - c) The term of this Warranty commences on the date of completion.
 - d) The Contractor shall not be obligated to the repair of the Property if the basis for the warranty claim is due to:
 - i. Unreasonable use of Property
 - ii. Failure to provide reasonable and necessary maintenance of the Property, or
 - iii. Subsequent repair to the foundation by any other than the Contractor
6. Limitations on the duration and nature of this Warranty:
 - a) This Warranty does not extend to subsequent cosmetic damage to rigid materials resulting from Warranty repair to the Work.
 - b) CONTRACTOR DOES NOT MAKE ANY EXPRESS OR IMPLIED WARRANTY WHATSOEVER REGARDING UPHEAVAL. When the term "settlement" is used, it means the segment or segments of the foundation fall below the repair grade. The term "upheaval" means the segment or segments of the foundation rise above the repair grade. Liability for incidental and consequential damages incurred as a result of the Work or any subsequent Warranty repair or damages to the Work arising from the elements (weather, climate, earthquakes, etc.), acts of God, accidents, labor disputes, fire, war, riot or any other causes beyond Contractor's control are not covered by this Warranty.
 - c) Contractor gives this Warranty in lieu of all other express or implied warranties or oral representatives or agreements, including without limitations, the warranty of merchantability and the warranty of suitability or fitness for a particular purpose. CONTRACTOR MAKES NO EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY, SUITABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR OTHERWISE WHICH EXTEND BEYOND THOSE CONTAINED IN THIS LIFETIME, TRANSFERABLE WARRANTY AGREEMENT.
7. Unless agreed to in writing, all notices, demands or requests provided for, or permitted to be given, pursuant to this Warranty must be in writing and shall be either personally delivered or sent by United States registered or certified mail, return receipt requested, to the Customer at the Property and the Contractor at 630 Hembry Street, Suite 5, Lewisville, Texas 75057. The parties shall be responsible for notifying each other in writing of any change of address, which shall be given in the same manner as set out above.

RS Foundations: Michelle Kilburn Date: 10/14/13