

Basement Water Control Systems Warranty

Transferable Lifetime Limited Warranty



Dry Pros LLC Responsibilities

Dry Pros LLC hereby warrants that if water from the floor wall joint passes through the perimeter water control system and onto the basement floor that we will provide the additional labor and materials to fix the leak at no additional charge to the homeowner. This warranty only applies to Dry Pros LLC systems, along the specific areas where the system is installed. Said warranty will be in effect for the lifetime of the structure, upon purchase of extension. This warranty may be transferred to future homeowners provided Dry Pros LLC is notified within 30 days of the real estate transfer. The water control system shall not rust, rot or corrode for as long as you own the home. If the entire basement perimeter was not treated with water control system, the warranty does not cover the untreated areas and additional work at additional charge could be necessary to extend the water control system or treat other areas or other problems not addressed by this proposal. In addition, pump or power failure is possible, therefore this warranty is not a guarantee of a dry basement, as the scope of this work cannot guarantee that in all circumstances. Included in the purchase price is the first 2 years of system mandatory inspection/testing for free every 6 month's service to be scheduled by the homeowner.

Sump Pumps

Dry Pros LLC primary AC operated sump pumps and DC back-up pumps are covered under a separate manufacturer's warranty which is 36 months from date of purchase. Failure of any pump for any reason is outside the scope of this warranty. Back-up pumps that run off of a battery, if not maintained, or that are called on to run beyond the current life of the battery, can fail. These systems are very much recommended, but cannot be relied upon to work in every situation no matter what. Annual maintenance by contractor is recommended to ensure optimum performance of the sump pump and will help avoid most pump problems, and other potential problems.

Homeowner Responsibilities

Homeowner agrees to keep gutters clean, direct downspouts at a sufficient distance away from the foundation/house, keep grade outside pitched away from the foundation/house to prevent ponding near the foundation, and run a dehumidifier, and/or keep climate controlled with HVAC system running constant in the summer to control condensation and humidity. Systems that drain to daylight cannot be warranted by the contractor if such drain; does not drain enough water, does not drain water from under the floor, clogs or freezes. While drainage systems clogging or malfunctioning from iron ochre, iron gel or iron bacteria from the soil are rare, the contractor cannot be responsible for these situations, and that system will require cleaning, flushing or other service as necessary to keep it functioning for that particular situation. Homeowner agrees to keep area dry and report any leaks that may be related to our work within 24 hours. During the applicable warranty period, service calls made to address issues that are not caused by water control system leaks or result from leaks caused by damage or abuse to the water control system will be billed to the homeowner at contractor's regular rate. Homeowner agrees to keep extended service agreement paid up to date and to schedule all appointments in order to keep the lifetime limited warranty active. Homeowner assumes all responsibility for damages due to breakage of utility, fuel or plumbing lines (including those hidden under the basement floor), though contractor will do its best to avoid such damage.

Exclusions From The Warranty

This warranty does not cover and contractor specifically disclaims liability for: 1) exterior water proofing; 2) Water control system clogging or malfunctioning from mineral accumulations, iron bacteria, tree roots, mud or sand, etc; 3) Window well flooding, shrinkage cracks in new concrete, peeling paint, water once pumped from the structure, dust incidental to system installation, damage to hidden utility, fuel or plumbing lines, leaks from chimney or garages, plumbing, or efflorescence (white powder) or concrete and frozen discharge lines without an Ice Guard; 4) Condensation, or any system that has been altered in any way, shows signs of damage or abuse, water vapor transmission, concrete discoloration from capillary action, water squirting out of the walls over the system, plumbing leaks, surface water flooding; 5) Lifetime warranty is only covered if a service plan agreement is active and paid up to date; 6) Any damages caused by mold and or radon, to include but not limited to property damage, personal injury, loss of income, emotional distress, death, loss of use, loss of value, and adverse health effects, or any other effects.

Warranty date is in effect when job is completed and paid in full.

This warranty is made in lieu of all other warranties expressed or implied and of all other obligations on contractor's part. There are no other warranties verbal or written. This warranty does not cover, and the contractor specifically disclaims liability for, water damage to floor coverings, furniture, stored items, finished walls, personal items and other objects inside the foundation.

Extended Lifetime Limited Warranty Service Maintenance Plan - Agreement

This warranty and service maintenance plan-agreement is only covered if it remains active and there have been no lapses in inspections/service maintenance appointments or payments. Declining this service maintenance-plan will void all extended warranties. Homeowner is responsible for calling and scheduling all service maintenance appointments, making all payments in advance to Dry Pros LLC.

*To optimize performance of the water control system, contractor recommends purchase of extended warranty.

Pricing:

Service maintenance plan FREE for first two years

Extended service maintenance plan \$250.00 for two more years

Paid ___/___/___ Method: _____

Effective Date _____ to _____

Service maintenance plan includes:

- 1) Inspection of full system for leaks and cracks if accessible
- 2) Flushing system
- 3) Checking all joints, draining pipes, sealants, plumbing if accessible
- 4) Check operation of sump pump (if applicable)
- 5) Verbal or Written report of the inspection
- 6) Includes one service visit per year

In the event a leak is discovered during service visit Dry Pros LLC will repair system at no charge to homeowner.

You are entering into a contract. By signing below you are stating that you agree with all the terms of this warranty.

Homeowner's Signature _____

Date _____

Print Name _____

Address: _____

NOTICE OF RIGHT TO CANCEL

Cancellation of extended warranty - service maintenance plan.

If you wish to refuse to purchase the extended warranty – service maintenance plan you may do so by signing below.

Homeowner's Signature _____

Date _____