

300 Trammel Rd. | North Little Rock, AR 72117 | Phone: (501) 812-4231 | FAX: (501) 812-6778

American Structure Inc WARRANTY TRANSFER FORM

To be completed at the time of sale and mailed, enclosed with the transfer fee of \$150.00 and copy of the Bill of Sale, to American Structure Inc. located at:

300 Trammel Rd. North Little Rock, AR 72117. info@americanstructure.com (501) 812-4231

Section 1: Terms and Definitions

- A. In exchange for the sum of \$150.00, American Structure Inc., hereby agrees to issue to the buyer the foundation warranty, identified in paragraph C, for the property described in Section 2 of this document. In exchange for American Structure Inc. issuing the foundation warranty to the Buyer, the Buyer agrees to be bound by the terms of the arbitration clause and warranty contained in this transfer form.
- B. The buyer(s) hereby agree to the following:
 - 1. All disputes between Buyers and Contractor, as well as related parties, shall be resolved by mandatory and binding arbitration administered by the American Arbitration Association (AAA) in accordance with this arbitration agreement and under the commercial arbitration rules of the AAA; with the stipulations that, in the event of arbitration, the losing party will be required to pay the winning parties costs, including reasonable attorney's fees.
 - 2. The arbitrator shall be an engineer or builder with experience in building, designing or analyzing residential foundations.
- C. Warranty:
 - 1. This paragraph sets forth the complete warranty for this work. All other warranties, expressed, implied, or statutory are hereby disclaimed.
 - 2. If any adjustments to your home are required, due to the settling of the Contractor's piers or pilings, the Contractor will re-adjust all affected piers or pilings at no charge to the owner. This warranty expressly excludes the cost of any consequential damage resulting from Contractor performing work under this warranty. In the event that the property described herein is sold, the buyer must complete the warranty transfer form and file it with Contractor within 30 days of the sale in order to affect transfer of the warranty. If Warranty Transfer is not completed within 30 days of sale, the Warranty will be VOIDED. There is, as of this date 5/28/2015, a charge of \$150.00 to transfer your warranty. This charge may be adjusted upward or downward at the discretion of American Structure Inc. to reflect changes in the consumer price index that occur after this date. To arrange a warranty transfer, call American Structure Inc. at the phone number identified in the heading of this page.
 - 3. Warranty time limits vary depending upon the processes, materials, and conditions relevant at the time work was performed and completed. This transferred warranty is valid only for the duration of the remaining balance of time set by the date of the original warranty issuance.

Section 2. Property Description and Signatures The undersigned certify that they are the sole owners of the subject property and that there are no other owners. This is to certify that on _____, 20____ title to the property known as _____, State of ______ was, or will be, transferred from (Seller) to (Buyer) Buyers Phone:(_____) _____ Executed this _____ day of _____, 20____, (Buyers Signature) Section 3. Notary Public This instrument was acknowledged before me on the _____ day of _____, 20____, by Name Printed: Name Signed: _____ SEAL Notary Public for the State of _____ My commission expires: _____ This is to certify that by receipt of the transfer fee in the amount of \$150.00 acknowledged by an ASI Agent identified below, and by the facts contained above, the warranty has been transferred on the records of American Structure Inc. to the new OWNER effective on the date of title transfer. BY: American Structure Inc. Agent Print: _____ DATE: _____ Agent

Signature:

1

