

# Poured Concrete Foundation Warranty

Coello & Associates, Inc. (C&A) will warranty its concrete foundations to meet Metropolitan Builders Association industry standards for materials and workmanship for two years from the date of installation. If the concrete foundation does not meet the industry standards that were in place at the time of installation, we will repair it per the industry standards guideline free of charge as it pertains to the specific area in question. Our total responsibility during the life of this warranty shall not exceed the amount of \$5,000. The current industry standards can be found on our website [www.pouredfoundations.com](http://www.pouredfoundations.com) or at [www.mbaonline.org](http://www.mbaonline.org).

The warranty will be null and void and will exclude C&A from any liability if the reason for claim is a result of or relates to any of the following items:

- Back-filling was done improperly and did not meet industry standards  
This includes and is not limited to exceeding the design loads of the foundation and/or backfilling the finished grade higher than 8" below the top of the foundation wall.
- Damage to be foundation incurred is due to an act of God or by any party other than C&A
- Landscaping and drainage does not meet Metropolitan Builders Association Industry standards for correct height and positive pitch away from the foundation
- Damage or corruption of the drainage system (Form-A-Drain) has occurred that is out of the control of C&A
- General dampness or condensation forms in the basement; this should be expected during the first year of a new home's life due to the amount of moisture trapped in the home during construction
- Outlets, sleeves, and other penetrations installed in the wall were not waterproofed by C&A
- Structure or landscaping is altered from the original plan and exceeds the design criteria for which the foundation was constructed

C&A will warranty the cost of fixing or repairing any leaks (puddles on floor) or flow of water through the foundation, but does not warranty any damage to personal property installed or stored in the basement.

The homeowner must accept responsibility for the following task items if required in order to repair their foundation:

- Removing or replacing trees, grass, or other landscaping
- Removing or replacing interior or exterior components of the building or wall which create an obstacle to the area in need of repair (e.g.: steps, garage floor, patio, decks, etc.)
- Removing or replacing interior furnishings or fixtures (e.g.: carpeting, furniture, etc.)
- Removing or replacing any other obstacles that affect the ability to repair the issue

**This warranty explicitly excludes any liability or claim against irritants such as mold, mildew, fungi, or any air quality problems.**

Even when properly installed, changes to your basement may occur over time. The following are some common foundation related issues that may occur after the warranty period:

- Cracks outside of the control joints
- Discoloration of concrete
- Wall leaks (puddles on floor) through shrinkage cracks
- Window leaks through the unit itself
- Window screen deterioration from insect contact
- Pieces of the cement face may flake off and expose trapped air pockets within the concrete wall

If you are experiencing a problem with your foundation that does not fall within our warranty guidelines, we can repair the issue at a budget rate of \$65 per hour plus materials for all issues not requiring epoxy or urethane injection of cracks. A one hour minimum would apply. Payment must be made by check or cash once the repair is complete. Estimates will be given prior to the commencement of work. Epoxy or urethane injections should be done by a contractor specializing in this service. We can refer you to a preferred contractor who would bill you directly for their services.

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## *Maintenance*

We want the concrete at your new home to continually perform as well as the day it was installed. Concrete, like other building materials, does require some maintenance. Proper maintenance of your downspouts, grade level, gutters, siding, and exterior hardscapes will all be required to keep your basement dry. We recommend visiting our website for more information.

## *Disputes*

Buyer and Coello & Associates, Inc. specifically agree that any controversy or claim arising out of this warranty shall be settled by arbitration through the Metropolitan Builders Association.

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Thank you for choosing Coello & Associates!



**Coello & Associates, Inc.**

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**[www.pouredfoundations.com](http://www.pouredfoundations.com)**