

BASEMENT SYSTEMS WARRANTY

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

John's Waterproofing Co. hereby warrants that if water from the walls or 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 applies to WaterGuard, and DryTrak systems, along the specific areas where the system is installed. Said warranty will be in effect for the lifetime of the structure. This warranty may be transferred to future homeowners provided John's Waterproofing Co. 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 perimeter of the basement was not treated, then additional work at additional charge could be necessary to extend the system or treat other areas or other problems not addressed by this work. 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.

This warranty shall not apply to: condensation, or any system that has been altered in any way, water vapor transmission, concrete discoloration from capillary action, water squirting out of the walls over the system, window well flooding, plumbing leaks, surface water flooding, leaks from chimneys or garages, or efflorescence (white powder) on concrete. Contractor can not be responsible for peeling paint, water once pumped from the house, dust created from installation, damage to hidden fuel lines or plumbing, or frozen discharge lines without an IceGuard.

Primary AC operated sump pumps and DC back-up pumps are covered under a separate manufacturer's warranty which is 12 months from date of installation. 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. Recommended annual maintenance will avoid most pump problems, and other potential problems.

Homeowner agrees to keep gutters clean, downspouts extended, keep grade outside pitched away from the house to prevent ponding near the foundation, and run a dehumidifier in the summer to control condensation. Systems that drain to daylight can not 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 can not 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.

Wall cracks repaired with FlexiSpan are warranted against leakage for 5 years.

A CleanSpace, crawl space encapsulation system will isolate the home from the earth. The humidity level in the air will be lowered, reducing moisture needed for mold growth, however the encapsulation system does not claim to be a mold mitigation system. Wet crawl spaces require a drainage system, and a SmartSump system to remedy the problem with water below the CleanSpace liner. The system contains a transferable 25 year warranty. There will be no charge for service calls on any tears or holes in the CleanSpace liner, in the unlikely event this occurs. Sump pumps are covered under a separate manufacturer warranty. Installation of the system does not include extending discharge lines, or electrical work unless specified. Contractor is not responsible for frozen discharge lines without an IceGuard, water once pumped from house, or condensation.

THIS WARRANTY DOES NOT COVER, AND THE CONTRACTOR SPECIFICALLY DISCLAIMS LIABILITY FOR, WATER DAMAGE TO FLOOR COVERINGS, FURNITURE, STORED ITEMS, FINISHED WALLS AND OTHER OBJECTS INSIDE THE FOUNDATION. Contractor will not be responsible for any damages caused by mold and or radon, to include but not be 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. Homeowner agrees to keep area dry and report any leaks that may be related to our work within 24 hours. 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.

NOTICE OF RIGHT TO CANCEL

Your Right To Cancel

You are entering into a contract. If that contract is a result of, or in connection with a salesman's direct contact with, or call to you at your residence without your soliciting the contract or call, then you have a legal right to void the contract or sale by notifying us within three business days from whichever of the following events occurs last:

1. The date of the transaction, which is; or
2. The date you received this notice of cancellation.

How to Cancel

If you decide to cancel this transaction, you may do so by notifying us in writing at:

Contractor's Name John's Waterproofing Co.
Contractor's Address: 201 Airport Road
 Silverton, OR 97381
Contractor's Telephone 1-800-810-5883

You may use any written statement that is signed and dated by you and states your intentions to cancel, or you may use this notice by dating and signing below. Keep one copy of the notice because it contains important information about your rights.

If you cancel by mail or telegram, you must send the notice no later than midnight of (or midnight of the third business day following the latest of the two events listed to the left). If you send or deliver your written notice to cancel some other way, it must be delivered to the above address no later than that time.

I Wish To Cancel

Owner's Signature Date: _____

Owner's Signature Date: _____

Date: _____

The undersigned acknowledges receipt of the two copies of the *Notice of Right To Cancel*

Owner's Signature Date: _____

Owner's Signature Date: _____