



# TRANSFERABLE WARRANTY

OWNER \_\_\_\_\_

OWNER'S ADDRESS \_\_\_\_\_

PROJECT \_\_\_\_\_ PROJECT ADDRESS \_\_\_\_\_

DATE OF COMPLETION \_\_\_\_\_ AREA OF WORK \_\_\_\_\_

EXCLUSIONS \_\_\_\_\_

**Watertite Waterproofers Ltd. (herein known as Watertite) does hereby undertake to repair at our expense, any defect in our workmanship and material for the life of the original home from the date of completion of our work, provided all work has been paid in full and the conditions listed below have been met;**

i) Watertite must be notified in writing within 30 days of any type of water penetration in the areas of our work or in other areas not completed by Watertite. The customer shall allow reasonable time for an on-site inspection to be performed and any repairs if required. Visits that are deemed as "non-warranty" related by Watertite, will be billed out at \$ 150.00 + HST per visit. Any warranty claims must be accompanied by the original warranty certificate.

ii) The customer shall make the site ready for our repairs including the removal of materials, walkways, landscaping and equipment etc., covering our work in whole or in part and shall be responsible for replacing or reinstalling said items at the conclusion of our repairs, all at his / her own expense, (this only to encompass items not previously installed or re-installed by Watertite during the scope of our original work). If Watertite will be required to remove / reinstall any items to complete the repairs, a surcharge will apply.

iii) Watertite must be notified immediately if any work takes place after the completion of our work, that could possibly impact our waterproofing work whether at customer's dwelling, adjacent properties or work initiated by City or related contractors. This includes but is not limited to; new foundation work, additions, general construction, landscaping, interior or exterior drainage work (of any type whatsoever), renovation work, drainage backups, garage work, driveway work, walkouts and most importantly basement slab replacement, benching or underpinning. Failure to notify Watertite will result in immediate voiding of entire warranty. If site visits are required to inspect our work or to ensure our work has not been compromised, they will be billed out at \$ 150.00 + HST per visit, per person. If we are required to follow up and inspect our work, whether interior or exterior, once the customer forces have completed additional work and before the area is covered, one visit will be provided at no charge in the original Contract or Work Order with any subsequent visits being charged out at \$ 150.00 + HST per person per visit required. Failure to notify Watertite and allow for reasonable inspection times, will result in immediate and full voiding of any warranty.

iv) There are no other implied warranties of any type and, in particular, Watertite shall not be responsible for any deficiencies in the work stemming from structural failure / defects, perforations to foundation wall through membrane, excavation / additions or new construction adjacent to waterproofed areas, flood water above or below grade, basement walk outs, standing water (i.e. improper surface drainage), ground water, backed-up sewage drainage, water / moisture originating from the under slab areas or above grade wall issues i.e. condensation and dampness, acts of God or causes beyond our control. This lifetime warranty will not extend to toppings provided by Watertite, i.e. concrete, asphalt and interlock etc., which are to be warranted for a period of one year following completion. Further, fracture cracks in concrete walkways, sinkage in slabs or interlock, etc., that have been installed by Watertite, unless structural in nature i.e. deeply sunken, heaved or deemed by Watertite as a trip hazard, are not warrantable. This warranty will not extend in any way to interior drainage or related connections, exterior main/storm drainage, A/C units, plants, trees, shrubs, grass or landscaping, which have been re-installed or re-connected on a best effort basis and deemed to be functioning at the time of our work.

v) Our obligations under this warranty represent the full extent of our liability for, or arising out of our work and we shall not be held liable for any damages to the building, interior / exterior finishes or any contents thereof, existing or future mould growth, interruption of business, or loss of use. Also, our obligations under this warranty will be limited to repair of the section in question, or to a prorated refund of this section, solely at Watertite's discretion. Refunds will not extend to cover unaffected sections of the project under any circumstances whatsoever.

vi) Customer's signature verifies completion of project as outlined in original Contract or Work Order and also receipt of warranty. Our obligations under this warranty are contingent upon receipt of full payment. Failure by customer to meet the terms outlined in this warranty and in the original Contract or Work Order will discharge Watertite from any obligations under this warranty. If a repair is completed, the time frame of the original warranty will continue for all areas including the repaired section. If Watertite determines that the claim is not covered under warranty, then the customer can pursue the services of an independent arbitration firm which can be retained and paid for by the customer. This warranty is transferable once, provided Watertite has been notified in writing with the inclusion of the original warranty certificate by either the current customer or the new owner, within 45 days of possession. Watertite must inspect the property within the time frames listed above in order to assure our work or the dwelling / site has not been compromised or changed following the completion of the original project. If this inspection is not completed within the time frames as listed above, the full warranty will become null and void. A \$ 150.00 + HST administration fee will be charged for all warranty transfers and required site visit. Upon transfer the new owners will be provided a "Final Warranty" that is prorated from the original completion date of the project for the time limited items. If the customer / new owner does not have the original warranty and a document search is requested, an administration fee of \$ 225.00 + HST will be applied by Watertite and 14 days will be allowed for said search. Watertite will make every effort to verify or produce a copy of a lost or misplaced warranty certificate but Watertite will not be held responsible to produce said documents, even if a fee is paid. The fee will always apply and is non-refundable. The original Contract or Work Order is not required for warranty purposes but the original warranty or approved copy, must accompany any warranty claims.

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OWNER

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WATERTITE REPRESENTATIVE

\_\_\_\_\_  
DATE

\_\_\_\_\_  
DATE