



## **Atlas Soil Stabilization, LLC**

### **Limited Warranty**

Understanding this limited warranty. Atlas requires all steps described below to be completed to make this limited warranty valid. This Limited Warranty applies only to the expansion of treated soils beyond the swell tolerance specified for the project or outlined below.

Soil stabilization is designed to limit or reduce the Potential Vertical Rise (PVR) of expansive soils. Atlas Soil Stabilization treatment does not prevent settlement. The subgrade area treated, when properly prepared and maintained are the Maintenance Responsibilities of the owner which are set out in this document. It is highly recommended the owner/contractor have a pre and post injection soil test. Atlas Soil Stabilization is not responsible for costs of all soil test pre, post and any further tests needed. Atlas shall not be liable for any damages related to or arising from errors or insufficiency of the Project Specifications, (if they exist), defects, damage or loss events arising from any cause other than the expansion of the treated soils beyond the swell tolerance levels specified.

### **Exclusive Remedy**

This non-transferable warranty is only valid for the injected areas and for the owner at the address treated. If, at any time during a two 2-year period from the date of injection, the injected area has an actual measurable rise greater than 1 inch, Atlas Soil Stabilization, LLC offers to re-inject the soil a second time free of charge. A documented measurement after each injection is required. If, after the second injection, the injected area has an actual measurable rise greater than 1 inch, Atlas Soil Stabilization, LLC will refund the homeowner the amount of the original invoice for the specific area that moved. The pool and deck are considered separate jobs and billed as such.

## **General Provisions and Limitations**

### **Maintenance Responsibilities of the Owner/Contractor**

The following maintenance responsibilities are contract execution responsibilities are absolute conditions to the effectiveness of the Limited Warranty and are the responsibility of the Owner/Contractor. If Owner/Contractor fails to uphold its responsibilities to maintain, repair, or protect the Treated Area according to the following requirements, then the Limited Warranty shall be null and void, shall have no effect, and Atlas Soil Stabilization LLC shall be released from all further responsibility. In order to maintain the effectiveness of this Limited Warranty, the Owner/Contractor shall:

1. Not allow the ponding of water and shall remove all ponded surface water from the Treated Area and areas adjacent to the treated area including all utility ditches.
2. Not allow placement of expansive or untreated soil or debris on the area of treated subgrade following treatment.
3. Immediately repair any water or plumbing leak including water, sewer, sprinkler lines or sprinkler heads in the Treated Area or areas adjacent to the Treated Area.
4. Design and install a guttering system to properly accommodate and remove roof water runoff, and direct all such rainwater away from the Treated Area to prevent ponding, pooling, or soaking of runoff water upon the Treated Area.
5. Design any sprinkler systems to operate to prevent excessive water from being applied to the Treated Area.
6. Ensure that landscape beds adjacent to or near the Treated Area or structure are elevated to allow drainage away from the structure and the Treated Area.
7. Ensure that positive drainage is in place.
8. Ensure that there are no recessed areas adjacent to the Treated Area and structure.
9. Ensure that trees and deep-rooted shrubs are located no closer to the foundation line than one half their ultimate heights.
10. Provide full copies of pre-stabilization soil test reports (if applicable or available) to Atlas, a copy of which must be attached to this Limited Warranty.
11. Obtain the signature Atlas representative and date at the bottom of the form and return to Atlas, a signed and dated copy of, which must be attached to this Limited Warranty.

## **Claims**

All claims under this Limited Warranty must be made in writing to Atlas Soil Stabilization within 30 days of the discovery of a condition giving notice of a probable existence of a problem. Owner/Contractor must notify Atlas of the existence of such a condition, permit Atlas reasonable access to the property for inspection of the premises, and provide Atlas copies of all additional testing and inspection reports. Atlas must be given reasonable opportunity to inspect and verify the claim.

**IMPORTANT:** This section must be filled out completely for this Limited Warranty to be valid:

General Contractor/ Pool Builder:

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(Name)

(Address)

**Geotechnical Engineer / Qualified Professional**

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(Name)

(Address)

(Telephone)

Project Owner: \_\_\_\_\_

Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Pool Injection Date: \_\_\_\_\_ N/A

Deck Injection Date: \_\_\_\_\_ N/A

Other Injection Date: \_\_\_\_\_ N/A

Signature: \_\_\_\_\_

Date of Acceptance:

Atlas Soil Stabilization, LLC

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By Atlas Soil Stabilization Representative