



Customer: _____

Address: _____

Terms and Conditions

1. Warranty is in effect when the job is completed and paid in full.
2. Contractor hereby warrants that if water from the floor wall joint passes the waterproofing system onto the floor we will provide the additional work and materials to fix the leak at not additional charge to the homeowner. This warranty applies to the All Dry perimeter drainage Systems and to All Dry Crawlspace Waterproofing systems. This warranty only covers the area of the basement where the specific system has been installed. When a basement wall system has been installed this warranty will also cover water seepage into the basement through the walls. The warranty is for the life of the home for the original purchaser and fully transferable upon written notification to All Dry within 30 days of the purchase of the property by the new homeowners. If an All Dry basement or crawlspace waterproofing system was not installed and did not address the entire basement then additional charges may be needed. This may include extending the system to include areas not addressed by this work.
3. Annual Maintenance will help your All Dry waterproofing system to perform well and is necessary to keep your warranty in effect. If annual service is not performed the warranty is suspended but can be reinstated with an annual service. The maintenance must be preformed by All Dry representatives and is at an additional cost based on the size of the system installed.
4. Systems impacted by Iron Ochre, may require more than annual services to maintain the warranty. We are not responsible for unforeseeable conditions impacting the waterproofing system such as Iron Ochre. If Iron Ochre or similar situation is present additional services will be necessary for the warranty to remain in effect.
5. Because basements are subterranean and we are working in pre-existing conditions, this warranty does not apply to condensation, capillary action, effloresce or vapor transmission.
6. This warranty does not apply to systems that have been altered in any way. All work performed on your All Dry waterproofing System must be performed by All Dry representatives.
7. Contractor is not responsible for peeling paint, dust due to system installation, damage to hidden plumbing or fuel lines, water after it has been pumped from the house or frozen discharge lines when a Freeze protection device has not been installed or systems that are installed with a drain to daylight or with a sump pump previously installed are not covered.
8. Contractor is not responsible for damage to floor tile, wall tile, carpeting, paneling, or other obstructions that are visible or hidden or property on walls or floors or otherwise. Interior condition will be left broom swept. Owner should move, cover and protect items of concern against dust.
9. If it appears that the work area may contain asbestos it is the customer's responsibility to have the work area cleared of any potential asbestos to protect our employees from any potential exposure. Failure to remove the asbestos can lead to additional costs including trip and testing fees and even cancellation of the contract.
10. Primary sump pumps and battery back up sump pumps are covered by a separate manufacturer's warranty. Failure of any pump for any reason if outside the coverage of this



warranty is not covered. Battery back up pumps can fail if they have run past the life expectancy of the battery.

11. Homeowner agrees to keep excess water away from the foundation by keeping gutters clean, extending downspouts away from the foundation, maintain a positive grade away from the foundation and run a dehumidifier in the summer months to control condensation.
12. The contractor assumes no liability for: sewer line back ups due to flooding, or consequential water or property damage, dampness, condensation, or water entering the premises through the chimney, conduit pipes, above soil levels or areas not specified in this agreement
13. This warranty does not cover, and the contractor specifically disclaims liability for any type of water damage including but not limited to damage to flooring, furniture, stored items, finished walls and other objects inside the foundation. Contractor will not be responsible for any damages caused by mold, to include but not 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.
14. Homeowner agrees to report any leaks that may be related to our work within 24 hours.
15. This warranty is made in lieu of all warranties expressed or implied and of all other obligations on the contractors part. There are no other warranties verbal or written.
16. Any cancellation of this agreement by the buyer after the 3 day notice of cancellation has expired entitles the Contractor a restocking fee/cancellation fee of 50% of the deposit.

Notice to the Buyer You may cancel this agreement or purchase by mailing a written notice to All Dry Basement postmarked no later than midnight of the third business day after the date this agreement was signed. You may use this page as that notice by writing, "I hereby cancel" at the bottom and adding your name, signature and address and Mailing to All Dry Basement LLC. 831 State Route 67 Building 6A Ballston Spa NY 12020.

Customer initials: _____ Date: _____