

## Texture-DEK Warranty

### Mid-America Pool Renovation, Inc. LIMITED WARRANTY

SAMPLE

There is a 5-year Limited Warranty from the date of installation to \_\_\_\_\_, who is the original purchaser of the Texture-DEK aesthetic textured deck topping against any flaking, peeling, popping-off or excessive color change on the cement-based installation materials and the solvent-based color stain.

#### LIMITATIONS AND EXCLUSIONS

This warranty is conditional that the textured and stained decking is used for the purposes as intended - as a swimming pool decking for swimmers and users of the swimming pool. This warranty only applies to the cement-based texturing installation materials and the solvent-based color stain. This warranty does not cover damage caused by any sub-surface failure after installation, defects in the structure including structural or hairline cracks, damage from seasonal freeze/thaw movement, vandalism, abuse, neglect, acts of God, previous coatings which may lose adhesion to the basic concrete surface, or use of the decking for any other purpose other than as a swimming pool deck. Consequential damages such as, but not limited to, down time, loss of revenue, etc., are not covered under warranty. Pre-existing conditions which may affect drainage off the deck, such as varying levels in the decking, or water puddling, are not covered under this warranty unless such pre-existing conditions and remedies are expressly delineated and listed in a CONSTRUCTION AGREEMENT between CONTRACTOR and OWNER.

Due to the inherent nature of natural materials, and hand applied and hand troweled techniques, some undulations in the substrate may be slightly pronounced, as well as minor color variations may exist between sample chips or color charts and areas of actual installation.

#### WARRANTY TRANSFER PROCEDURES

This warranty is hereby issued to the contracted current owner (s) of this property at the time the work is being done, and is transferable only upon a written request. The Qualifications for a Warranty Transfer to a new owner to effect are: 1) An on-site inspection prior to sale completion, 2) A written report after inspection, 3) Transferring over the TEXTURE-DEK CARE & MAINTENANCE SHEET, a copy of this Limited Warranty, and any other pertinent reports on the pool to the new owner, and 4) Obtaining signature receipt of such materials from the new owner. The Fee for a Warranty Transfer is \*\$500.00\*.

#### NOTIFICATION – KEEP THIS WARRANTY

In the event of any claim under this warranty, Contractor shall be notified in writing within ten (10) days of a claim. A copy of the original Construction Agreement and a copy of this warranty must accompany the claim.

Notification shall be sent to:  
Mid-America Pool Renovation, Inc.  
5929 East 154<sup>th</sup> Terrace  
Grandview, MO 64030

Installation Date:  
Warranty Number:

Issued To:  
Address: