

Masonry Warranties: What a Brick Contractor Should Stand Behind

The Promise Behind the Work — How to Read a Mason's
Warranty and Know He'll Answer the Phone Later

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Chapter 1: Masonry Contractor Warranty — What the Word Actually Promises

Every contractor in Texas will tell you his work is "warrantied." Most of them say it the way they'd say "have a nice day" — it's a pleasantry, not a promise. A masonry contractor warranty, done right, is a specific written commitment: if the workmanship fails within a stated period, the contractor comes back and fixes it at no charge. That's the whole definition. Everything else in this book is about telling the real version from the pleasantry.

I've been laying brick and fixing brick for 50 years, and I've watched the warranty conversation from both sides of it. As a young mason, I learned that a warranty is only as good as the man behind it — a one-year warranty from a contractor who's been in business twenty years is worth more than a ten-year warranty from a guy with a magnetic sign on his truck and a prepaid phone. As a repair contractor, I've been the second man on the job more times than I can count: the homeowner calls me because the first contractor's "warranty" turned out to be a sentence on an invoice and a

disconnected number.

Here's the first thing to understand: in residential masonry, there are really two warranties on every job, and they cover different things. The workmanship warranty covers the contractor's labor — did he cut the joints deep enough, did he mix and match the mortar right, did he flash the chimney correctly. The material warranty covers the products — the mortar mix, the sealant, the chimney cap, the waterproofing — and that one usually comes from the manufacturer, not the mason. When a contractor says "ten-year warranty," you need to know which one he means, because a ten-year manufacturer warranty on a bag of mortar mix doesn't fix a bad joint.

The second thing: warranty length is not quality. A longer number is not automatically a better warranty. I'd rather have a clear, written two-year workmanship warranty with named coverage and a contractor who answers his phone than a vague "lifetime warranty" that excludes everything except the contractor's good intentions. Length matters, but clarity matters more, and the man matters most.

This book walks through what's fair to expect on the common masonry jobs — tuckpointing, rebuilds, chimney work —

what's normally covered, what's normally excluded, the exact questions to ask before you sign, the red-flag language that tells you to walk away, and what to do when you actually need to use the thing. I'm not a lawyer, and this isn't legal advice — warranty law has its fine print, and for a big dispute you want an attorney. But fifty years of watching warranties honored and warranties evaporated has taught me what the good ones look like, and that's what I'm giving you.

Chapter 2: The Two Warranties in Every Masonry Job

Every masonry job carries two separate promises, and confusing them is how homeowners get burned. Let's separate them cleanly.

The workmanship warranty comes from the contractor. It says: my labor was done right, and if it fails because of how I did it, I'll make it right. This covers things like mortar joints that lose bond and fall out prematurely, flashing installed wrong, a chimney crown that cracks because it was poured too thin or without the right mix, brickwork that's out of plumb or out of level beyond tolerance. The contractor controls all of these. The length is his choice — and in the trade, you'll see everything from one year to five years on typical residential masonry work, with some contractors going longer on big rebuild jobs. There is no universal standard length. Anyone who tells you "the industry standard is X years" is selling you something; the honest version is that reputable masons tend to cluster in a range, and I'll give you those ranges job by job in the next chapters, framed as what I

see in the trade — not as rules.

The material or manufacturer warranty comes from whoever made the product. The mortar manufacturer warrants the bagged mix meets its spec. The sealant company warrants the chimney crown sealant for a stated number of years. The stainless steel chimney cap manufacturer warrants against rust-through. These warranties cover defects in the product itself — not bad installation. And here's the catch most homeowners miss: a manufacturer warranty almost never covers labor. If a \$60 tube of sealant fails in year three of its ten-year warranty, the manufacturer sends you a \$60 tube of sealant. Somebody still has to get on your roof and apply it. A contractor who advertises "ten-year warranty!" when he means the sealant tube's manufacturer warranty is technically telling the truth and practically misleading you.

How they interact. On a well-run job, the contractor passes the manufacturer warranties through to you — he gives you the product names, and if there's a registration card, he fills it out or tells you to. His own workmanship warranty sits on top: if the crown cracks because he poured it wrong, that's his. If the crown cracks because the mix was defective from

the factory — rare, but it happens — that's the manufacturer's, and a good contractor helps you file it rather than shrugging.

The question that separates them. Ask: "If this fails in year three, who pays for the labor to fix it — you, or me?" The answer tells you exactly what kind of warranty you're buying. A workmanship warranty means him. A manufacturer warranty means you, minus the cost of the replacement product. Get the answer in writing, on the contract, before the work starts.

Chapter 3: What's Fair on Tuckpointing and Repointing

Tuckpointing — cutting out failed mortar and packing in new — is the most common masonry repair in Texas, and it's the job where warranty expectations get the most tangled. Here's what's fair, in trade terms.

The trade norm. Many masons offer somewhere in the range of one to five years of workmanship warranty on tuckpointing and repointing. One year is the common floor — the basic "my work won't fall apart" promise. Two to three years is where a lot of established residential masons land. Five years is the confident end, usually from contractors who control their mortar matching and prep carefully. You'll occasionally see longer numbers advertised, and occasionally see "lifetime" — read those with the red-flag chapter (Chapter 9) open beside you.

I want to be explicit about what I just did: those are observed trade norms, not a standard. There is no masonry warranty board, no Texas agency, no national code that says a tuckpointing warranty must be a certain length. A one-year

warranty from a solid contractor is not a bad warranty. A five-year warranty from a contractor who won't put the coverage terms in writing is not a good warranty. The number is the least informative part of the promise.

What the tuckpointing warranty should cover. Loss of bond — new mortar that separates from the brick or falls out of the joint because of prep or mixing failures. Premature cracking of the new mortar beyond normal hairline curing. Mortar failure at the specific joints he repointed, within the warranty period. That's the core of it: the joints he touched should stay in the wall and do their job.

What it fairly doesn't cover. The brick itself — if your brick faces start spalling two years after a repoint, that's a brick and moisture problem, not a mortar-bond problem, unless the contractor used a mortar harder than the brick (which is a workmanship failure and should be covered — more on that below). Mortar in joints he didn't touch. Damage from foundation movement — if the house shifts and cracks the new joints along with everything else, that's not the mason's failure. And normal weathering: repointed mortar weathers. It doesn't stay new-looking forever.

The mortar-hardness trap. This one deserves its own

paragraph because it's the most expensive tuckpointing warranty issue I see. Mortar must be softer than the brick — always. If a contractor repoints your soft old brick with hard modern mortar, the wall can't flex the way it's designed to, and the brick faces crack and spall instead of the mortar giving. When that happens two or three years later, the contractor says "brick failure, not covered." He's wrong — it's a workmanship failure in material selection, and a fair warranty covers it. This is why the contract should name the mortar type (more in Chapter 8). If he won't name it, that's your answer about the warranty too.

Color matching and the warranty. Mortar color match is craftsmanship, and it's reasonable to expect the new joints to blend with the old within the natural variation of the material. What's not reasonable is expecting a perfect invisible match forever — mortar cures and weathers, and a slight tone difference between new work and thirty-year-old work is normal. A fair warranty covers bond and performance, not a Pantone-perfect match in year four. If color match is critical to you — historic home, front elevation — discuss it explicitly and get the expectation in writing before the work, not after.

Chapter 4: What's Fair on Rebuilds —

Chimneys, Walls, Mailboxes

A rebuild is a different animal from a repoint. When a mason takes a chimney down to the roofline and rebuilds it, or rebuilds a leaning garden wall, or rebuilds your mailbox from the ground up, he's building new masonry — and the warranty should look more like new-construction expectations.

The trade norm. On rebuilds, I commonly see workmanship warranties in the two-to-five-year range, sometimes longer on full chimney rebuilds from established chimney companies. Same caveat as before: observed norms, not standards. A rebuild involves more of the contractor's judgment — structural decisions, flashing integration, material selection — so the warranty conversation should be more detailed, not just a bigger number.

What a rebuild warranty should cover. The structural integrity of the new work: it stays plumb, it stays bonded, the crown doesn't crack from defective workmanship, the flashing he installed keeps water out, the new brick doesn't

settle differentially because the base was prepared wrong. On a chimney rebuild, the warranty should explicitly cover the crown and the flashing — the two failure points that turn a \$3,000 rebuild into a \$6,000 do-over. On a mailbox or garden wall rebuild, it should cover the footing and base preparation, because a rebuild on a bad base is just a scheduled second rebuild.

The base question. This is the rebuild-specific issue that most warranties fumble. A chimney rebuilt on a sound existing structure is one thing. A garden wall rebuilt on the same failed footing that leaned the first time is another. Ask: "What are you doing about the base, and is the base covered?" If he's reusing a questionable foundation to keep the bid low, the warranty on the wall above it isn't worth much. The honest contractor either fixes the base or tells you plainly that the warranty covers his masonry, not the old footing — and then you decide with open eyes.

What it fairly doesn't cover. Foundation movement of the house itself — if the whole structure shifts, the new chimney goes with it, and that's not the mason's failure. Vehicle impact on a mailbox (it happens more than you'd think). Settlement of backfill around a new garden wall that the homeowner's

landscaper piled up afterward. And again, the brick units themselves against manufacturing defects — that's the manufacturer's lane.

Partial rebuilds and the seam. A lot of chimney work is partial — rebuild from the roofline up, or rebuild just the firebox. The warranty needs to address the seam: where new work meets old. A fair warranty covers the new work and the integration — the flashing tie-in, the bond at the transition. What it can't fairly cover is the old work below the seam failing on its own later. Get the line drawn in writing: "warranty covers new masonry from [point] up, including flashing integration at the transition."

Chapter 5: What's Fair on Chimney Crowns, Caps, and Flashing Work

The top of the chimney is where water wins or loses, and it's also where warranty language gets the slipperiest — because crowns, caps, sealants, and flashing each have their own warranty, and contractors love to blend them into one impressive-sounding number.

The crown. A proper chimney crown is a solid concrete cap, sloped to shed water, overhanging the brick with a drip edge — not just a smear of mortar over the top course (a "wash," which cracks in a couple of years and isn't a crown at all). A crown rebuild or a crown-coating job should carry a workmanship warranty on the installation — commonly in the one-to-five-year range in the trade — covering cracking, separation, and failure to shed water due to how it was built. Separately, if a manufactured crown sealant or coating was applied, that product has its own manufacturer warranty — often much longer on paper — covering the product itself. Ask which is which, and get both in writing.

The cap. A stainless steel chimney cap keeps rain and

animals out of the flue. The cap itself usually carries a manufacturer warranty against defects — rust-through on a true stainless cap should be a non-event for many years. The contractor's workmanship warranty covers the installation: it fits, it's secured, it doesn't leak at the mounting. If the cap blows off in a normal storm in year two, that's installation. If the cap itself corrodes, that's the manufacturer.

The flashing. Chimney flashing — the metal where the chimney meets the roof — is the single most leak-prone detail on most houses, and flashing work should absolutely carry a workmanship warranty against leaks caused by the installation. The fair term in the trade is commonly one to five years. What it covers: water entry at the flashing due to how it was installed. What it fairly doesn't: roof failures elsewhere, storm damage to the flashing, or leaks caused by someone else walking on it and bending it later. And note the interaction with roofers: if your roofer replaces the roof after the mason flashed the chimney, somebody needs to own the flashing integration — get that named before either one starts.

The "waterproofing" upsell. Many chimney jobs include a waterproofing or water-repellent treatment on the brick.

These products have manufacturer warranties — read them, because they typically warrant the product against manufacturing defects, not that your chimney will never leak. The contractor's workmanship warranty covers that he applied it per spec. Neither one warrants that waterproofing fixes a flashing problem or a crown problem. Waterproofing is a supplement to good masonry, not a substitute — and any warranty language that implies otherwise is a red flag.

Chapter 6: What's Covered — the Fair List

Let's put the coverage side in one place, plainly. On a fair masonry workmanship warranty, these are the things a homeowner should reasonably expect to be covered:

Bond failure. New mortar that loses its grip on the brick and falls out, crumbles, or separates — when it's the contractor's joints, in the warranty period, that's the core workmanship promise. This is the number-one thing a masonry warranty exists for.

Workmanship defects in installation. Flashing installed wrong and leaking because of it. A crown poured too thin, without proper slope, or with the wrong mix, cracking prematurely. Brickwork out of plumb or out of level beyond reasonable tolerance. Joints finished wrong — smeared, mis-tooled, or left with voids that catch water.

Wrong material selection. The mortar-hardness trap from Chapter 3: mortar harder than the brick, causing brick damage. Wrong sealant for the application. Non-corrosion-resistant ties or anchors in a rebuild where the spec called for galvanized or stainless. When the contractor chose the

material and the choice was wrong for the job, that's workmanship.

Leaks caused by the work. If the mason touched the flashing or the crown and water comes in at that detail because of how he did it, that's his. This is the coverage homeowners actually use most — the callback that starts "it's leaking where you worked."

Color and appearance within reason. The new work should reasonably match the existing in color and texture at completion, within the natural variation of masonry materials. Not invisible — reasonable.

The callback itself. A fair warranty means the contractor comes back and fixes covered failures at no charge — labor and material for the repair. Watch for warranties that cover "materials only" on a workmanship failure, or that charge a "trip fee" or "inspection fee" for warranty calls. A trip fee on a warranty claim is the contractor charging you for the privilege of his own guarantee. That's not a warranty; that's a service plan with good marketing.

Chapter 7: What's Excluded — the Fair List (and Why Exclusions Aren't Insults)

A warranty with no exclusions is a warranty nobody read. Fair exclusions protect the contractor from things he can't control — and a contractor who names them honestly is more trustworthy, not less. Here's what's fairly excluded from a masonry workmanship warranty:

Normal wear and weathering. Mortar weathers. Sealant ages. Brick patinas. A repointed joint doesn't look brand-new in year five, and a fair warranty doesn't promise it will. Weathering is not failure.

Foundation and structural movement. If the house moves — settlement, heave, soil movement — and the masonry cracks with it, that's a foundation event, not a masonry workmanship failure. Texas clay soil moves houses every year; no mason can warrant against the ground. (If the mason's work itself caused the movement — a rebuilt wall on a base he prepared wrong — that's back in the covered column.)

Storm and impact damage. Hail, wind-driven debris, a tree

limb, a car hitting the mailbox. Acts of God and acts of neighbors are not workmanship.

Water from other sources. A masonry warranty covers water entry caused by the mason's work. It doesn't cover water coming in because the gutters are clogged, the grading slopes toward the house, the roof failed uphill of his flashing, or the homeowner's sprinkler head has been blasting the wall for two years. Water is the great confounder in masonry callbacks — half of them turn out to be water from somewhere the mason never touched.

Owner modifications and neglect. If someone else repoints over his work, paints the brick, attaches things to the wall, or digs around the base — the warranty on the affected area is fairly void. If the homeowner was told to keep the weep holes clear and caulked them shut instead, that's not a warranty claim.

Pre-existing conditions. On a repair job, the warranty covers the repair — not the parts of the wall he didn't touch. Old brick that was already spalling before he arrived, mortar in joints he wasn't hired to repoint, a flue liner that was already cracked. A good contract documents pre-existing conditions with photos before work starts, so there's no

argument later.

Manufacturer defects in materials. Covered by the manufacturer, not the mason — but a good mason helps you file it.

Cosmetic changes over time. Efflorescence (those white salt stains) appearing on new mortar is a moisture-and-salts phenomenon, not a bond failure. Slight color variation as mortar cures and weathers is normal. Neither is a warranty event — though persistent efflorescence in one spot is worth investigating as a moisture problem, which is a different conversation.

The test of a fair exclusion list is specificity. "Not responsible for acts of God, structural movement, or owner modifications" is fair. "Not responsible for anything" dressed up in legal language is not — and that's the next chapter's territory.

Chapter 8: The Questions to Ask Before You Sign

The warranty conversation happens before the work starts, not after it fails. Here are the questions, in the order I'd ask them, and what the answers tell you.

1. "Is your workmanship warranty in writing, on the contract?" If the answer is anything but yes, stop. A verbal warranty in Texas residential masonry is worth exactly nothing — and remember, Texas has no state masonry contractor license, no state board to complain to. The paper is the whole enforcement mechanism. "It's on the invoice" counts if the invoice states the terms. "I stand behind my work" does not count.

2. "How long is the workmanship warranty, and what exactly does it cover?" You want a number and a scope. "Two years on workmanship — covers bond failure, leaks at flashing I install, and crown defects from installation." That's an answer. "Oh, a good long time, don't worry about it" is not an answer.

3. "What are the exclusions?" The contractor who lists them

readily — movement, storms, owner modifications, pre-existing conditions — has thought about his warranty. The contractor who says "there aren't any, I cover everything" either hasn't thought about it or is lying. Everything has exclusions. You want to see them.

4. "If it fails in year two, who pays the labor — you or me?" This separates workmanship from manufacturer warranties (Chapter 2). On a workmanship failure, the answer must be him — labor and material, no trip fee.

5. "What mortar are you using, and why is it right for my brick?" The answer should name a type — Type N is the common answer for most residential repointing — and include the reason: it matches the existing mortar's strength and it's softer than the brick. If he can't name the type, he can't warrant the bond, because he doesn't know what he put in the wall.

6. "Is the warranty transferable if I sell the house?" This matters more than people think. A transferable warranty adds value at sale — it's a selling point you can put in the listing. Many contractor warranties are transferable with a simple written notice; some aren't. Ask now.

7. "What do I have to do to keep the warranty valid?"

Some warranties require basic maintenance — keep gutters clean, don't paint the brick, keep sprinklers off the wall. That's fair. What's not fair is a maintenance list so long and specific that any claim can be denied for non-compliance. Read it with that lens.

8. "Who do I call, and what happens when I do?" Get the process: written notice to whom, response time, who inspects, who decides. A warranty without a claims process is a promise without a door.

9. "What happens if you're not in business anymore?" The uncomfortable question, and the most important one in an unlicensed trade. A warranty from a one-man operation is only as durable as the operation. This is why the contractor's history matters more than the warranty's length (Chapter 1): twenty years in business under the same name is the real warranty. There's no perfect answer here — even big companies close — but a contractor who's offended by the question is telling you something.

10. "Can I see a warranty you've actually honored?" The boldest question on the list, and the most revealing. Every long-tenured mason has comeback stories — a joint that

failed, a flashing that leaked, and he went back and fixed it. Ask to hear one. The contractor who tells you about a callback he handled is showing you the warranty in action. The contractor who claims he's never had one is either very new or not telling the truth.

For Texas specifically — a [Champion brick repair warranty](<https://championbrickrepair.com>) in this state lives or dies on the contract, because there's no state licensing board acting as backstop. In states with strong contractor licensing, the license is leverage. Here, the paper is the leverage. Which means the ten questions above aren't due diligence — they're the whole game.

Chapter 9: Red-Flag Language — the Warranties That Warn You

Some warranty language is so bad it does you a favor: it tells you, right on the page, not to hire this contractor. Here's what to look for.

"Lifetime warranty" with no definitions. Lifetime of what — the work, the contractor, the house, the homeowner? A lifetime warranty that doesn't define the term, the coverage, and the exclusions is marketing copy, not a warranty. Sometimes it means the lifetime of the company (which might be eighteen months). Sometimes it's limited to the original owner and void on sale. Read the definition. If there isn't one, walk.

"Satisfaction guaranteed." Satisfaction is not a warranty term — it's a feeling. It sounds reassuring and means nothing enforceable. What satisfies you and what satisfies the contractor are different things, and when they differ, the contractor's definition wins unless the contract says otherwise.

The exclusion that eats the warranty. Read the exclusions

and ask: after applying all of them, is there anything left? "Warranty void if structure settles, if water penetrates from any source, if temperature varies, if owner fails to perform annual maintenance checklist" — in Texas, where soil moves and rain is wind-driven, that combination excludes essentially every real-world failure. A warranty that covers nothing that actually happens is not a warranty.

"Warranty covers materials only." On a workmanship warranty, this is backwards. If his labor failed, the material cost is the small part — the labor to redo it is the real money. Materials-only on a labor failure means you pay twice for his mistake.

Trip fees, inspection fees, deductibles on warranty calls. A warranty claim is the contractor fixing his own failure. Charging you to come look at his own failure is a toll booth on a promise. Some contractors frame it as a "service charge" — same thing.

"Warranty void if anyone else works on the wall." Overbroad. It's fair to void coverage on the specific area someone else modified. It's not fair to void the whole warranty because you hired a different guy to fix a downspout three years later.

No written warranty at all — just "I stand behind my work." In a state with no masonry licensing board, this is a handshake deal with a stranger. Maybe he's honorable. The paper costs him nothing to provide, and his refusal to provide it tells you everything.

The warranty that's longer than the company's history. A ten-year warranty from a company founded last spring is a promise about a future the company hasn't demonstrated it will have. Not disqualifying on its own — every company starts somewhere — but weigh it accordingly, and weigh the owner's personal history in the trade.

High-pressure warranty talk. "This price is only good today, and the warranty goes with it." The warranty is being used as a closing tool, which means it's sized for the sale, not for the service. Real warranties don't expire at midnight.

Chapter 10: What Good Warranty Language Looks Like — Reading a Real Example

Everything so far has been principles. Let's make it concrete. Below is what a fair, plain-English workmanship warranty for a residential tuckpointing job looks like — the kind of language I'd be proud to hand a customer. I've annotated it the way I'd explain it across a kitchen table.

WORKMANSHIP

WARRANTY

—

TUCKPOINTING/REPOINTING

*Contractor warrants its workmanship on the repointing work described in this contract for a period of **three (3) years** from the date of substantial completion.*

[Annotation: a number, a defined start date. "Substantial completion" — the day the work was finished — is the standard trigger. If the warranty says "from date of contract" instead, the clock runs while he's still working, which quietly shortens your coverage. The start date should be completion.]

Coverage: Contractor will repair or replace, at no charge to

Owner, any repointed mortar joints that fail due to defective workmanship, including loss of bond between mortar and brick, premature cracking of new mortar beyond normal curing, and water intrusion at details installed under this contract caused by defective installation.

[Annotation: this names the actual failures — bond, cracking, leaks at his details. "At no charge" means labor and material. "Details installed under this contract" draws the line cleanly: his flashing, his crown, his joints.]

Mortar specification: Work will be performed using [Type N mortar / specified mix], selected to be compatible in strength with the existing masonry and softer than the existing brick units.

[Annotation: the mortar-hardness promise, in writing. This single line prevents the most expensive tuckpointing failure there is. If your contract doesn't name the mortar, ask why — and don't accept "standard mortar" as an answer.]

Exclusions: This warranty does not cover (a) normal weathering and color change of mortar over time; (b) damage caused by structural or foundation movement; (c) damage

from storms, impact, or other acts of God; (d) water intrusion from sources other than Contractor's work, including roof, gutter, grading, or plumbing failures; (e) damage caused by Owner modifications, painting of masonry, or attachment of fixtures to warranted areas; (f) pre-existing conditions documented in the pre-work inspection photos attached hereto; (g) efflorescence, which is a moisture-and-salts condition, not a bond failure.

[Annotation: a fair exclusion list — specific, bounded, honest. Note (f): the pre-work photos are attached to the contract, so nobody argues later about what was already wrong. Note that every exclusion names something the contractor genuinely can't control.]

Claims: Owner will notify Contractor in writing of any claimed defect. Contractor will inspect within fourteen (14) business days of notice and, for covered defects, complete repairs within thirty (30) days of inspection, weather permitting.

[Annotation: a process with timelines. Fourteen days to inspect, thirty to repair — reasonable on both sides. "Weather permitting" is fair; masonry can't be done in a downpour. What's not here is equally important: no trip fee, no inspection fee, no deductible.]

Transfer: This warranty transfers to subsequent owners of the property upon written notice to Contractor, for the remainder of the warranty term.

[Annotation: transferable. This line costs the contractor nothing and adds real value when you sell.]

Now compare that against a weak warranty — the kind I see on one-page invoices:

"All work guaranteed. Contractor not responsible for cracks, leaks, settling, water damage, or any defects arising after completion."

Read it carefully: the first sentence promises everything, and the second sentence excludes everything. After the exclusions, nothing is left. That's not a warranty; it's a sentence designed to make you feel good at signing time and leave you with nothing at claim time. The good version above is longer because it does the actual work of defining the promise. Length in a warranty isn't padding — it's precision.

One more comparison point: notice the good version never uses the word "lifetime," never says "satisfaction guaranteed," and never makes the coverage depend on a maintenance checklist only the contractor can verify. Every

promise in it is testable: did the joint lose bond? Was the mortar the specified type? Did he inspect within fourteen days? A warranty you can test is a warranty you can enforce. That's the whole standard.

Use this chapter as a template when you read a contractor's actual warranty. Lay his language next to this structure — number, start date, named coverage, named mortar, specific exclusions, claims process with timelines, transfer — and see what's missing. What's missing tells you what to ask for. And if he won't add it, you've learned what you need to know before any work starts.

Chapter 11: When the Warranty Gets Tested

— How to File a Claim That Gets Fixed

So something failed inside the warranty period. Here's how to get it fixed without a fight — or win the fight if one comes.

Step one: document before you call. Photograph the failure — close-up and wide shots showing location. Note the date you discovered it. If it's a leak, note the weather conditions. If it's mortar failure, don't sweep up the evidence — photograph the fallen mortar in place. Write down what you see in plain terms: "mortar falling out of joints on the east chimney face, approximately 3 square feet, discovered October 2026." This takes ten minutes and it's the difference between a claim and a conversation.

Step two: notify in writing. Email or text — something with a date stamp. Reference the contract date, the work performed, and the warranty terms. Attach the photos. State plainly what you're asking for: inspection and repair under the workmanship warranty. Keep the tone professional. You're giving him the chance to be the contractor his warranty says he is.

Step three: give him the inspection. He gets to come look — that's fair and it's usually required. Be present. Walk him to the failure. Don't diagnose; describe. Let him see it with his own eyes. Most legitimate warranty claims end right here, with the contractor seeing the failed joint and scheduling the fix. The contractors worth hiring handle this step gracefully — it's the callback story from Chapter 8, happening in real time.

Step four: get the repair scope in writing. Before he starts the warranty repair, confirm what he's going to do: which areas, what method, what material. A warranty repair done wrong is just a second failure with a shorter fuse. And photograph the repair in progress if you can — especially anything that gets covered up, like flashing.

If he stalls or denies. Get the denial in writing with the specific reason. Then check it against the contract: is the cited exclusion actually in the warranty? Is the failure actually what's excluded, or is he stretching the language? Common stretch: calling a bond failure "normal weathering," or blaming "structural movement" without any evidence the structure moved. If the denial doesn't hold up against the paper, say so in writing, calmly, citing the terms. Then

escalate: a demand letter, a complaint with the Better Business Bureau, and for significant money, a construction attorney. Texas has a residential construction dispute process with specific notice requirements and timelines — don't freelance the legal steps; get counsel before deadlines pass.

The nuclear option you should never need: the bond and the courthouse. Most residential masonry disputes never get near a courtroom — the amounts usually make small claims court the venue if it comes to that. But the best outcome is always the contractor honoring the paper voluntarily, which is why Chapters 8 and 9 exist: the claim you never have to fight is won at signing.

Keep the file. The contract, the warranty terms, your claim correspondence, photos of the failure and the repair. If you sell the house, this file transfers with the warranty and it's worth real money in buyer confidence. If the same detail fails again later, you're not starting from zero.

Chapter 12: The Man Behind the Paper

I'll close with the thing fifty years taught me, because it's the real warranty chapter and it doesn't fit in a contract.

The paper matters — everything in this book about getting it in writing is true, especially in Texas where no state license board stands behind the trade. But the paper is the backup system. The primary system is the man.

A contractor who's been doing masonry in the same Texas towns for twenty years, under the same business name, with a phone number that's been on his trucks the whole time — that man honors warranties because his reputation is his business. His warranty could say one year or five; either way, when you call about a failed joint, he comes out, because the cost of the callback is less than the cost of the story you'd tell your neighbors. The paper just formalizes what he'd do anyway.

The contractor with no history, no fixed address, and a warranty that promises the moon — the paper is all you have, and it's printed on the thinnest stock. Length doesn't fix that. Definitions don't fix that. Only time in the trade fixes

that, and he doesn't have it yet.

So use this book the way it's meant to be used: get the terms in writing, ask the ten questions, read the exclusions, watch for the red flags. Do all of it. And then, before you sign, ask yourself the question no chapter can answer for you: do I believe this man will come back? Fifty years in, I can tell you that's the warranty that actually pays — and it's the one you underwrite with your judgment, not his paperwork.

Every book I write is free, including the rest of the masonry library at [Travis Nech's free book library](<https://metro-foundation-repair.web.app/free-books/>). If you're comparing masons right now, read the hiring book next — then come back here and run the ten questions. You'll know.

About the Author

Travis Nech has spent 50 years in Texas brick, masonry, and foundation work. He owns [Champion Brick Repair](<https://championbrickrepair.com>) — (817) 900-6324 — [Metro Foundation Repair](<https://metrofoundationrepair.com>) — (817) 670-4474 — and the [LintelLOCK](<https://lintlerepair.com>) lintel system — (469) 730-0650. All his books are free at [Travis Nech's Free Book Library](<https://metro-foundation-repair.web.app/free-books/>).