



281 638-7072

8945 Solon Road, Houston, Texas 77064 - 713.641.4844 - 713.928.5221

www.atlasfoundation.net

AGREEMENT

Date: 8-27-19

ATLAS FOUNDATION REPAIR COMPANY, called the Contractor and Mary Pucceff, Owner, agree that Contractor will provide foundation repair services for the sum of \$ 8100.00, of which \$ 4050.00 equal to one-half shall be paid when work begins and the balance is due on completion of the work. Contractor will perform the following described work to the described building or structure located at 6902 Ave P City Galveston State TX Zip 77551 Phone #: 409 939-7054

RECOMMENDED REPAIR PLAN (SEE ADDENDUM):

OWNER INITIAL HERE

Foundation Plus, Foundation Plus HD, Piers, Bell Bottom, Conventional: 43 Ft, Block Stations 7, 32 Ft Dist

Tunneling, Drainage, Drainage Pipe, Surface Drain Basin, Down Spout Extension, Sump Pump, Other

OWNER HAS ELECTED THE FOLLOWING REPAIR PLAN (SEE ADDENDUM):

OWNER INITIAL HERE:

Foundation Plus Pilings, Foundation Plus HD Pilings, Exterior, Interior, Total, OTHER, Amount \$

- 1. Contractor may need to remove plants and shrubbery which obstruct installation areas. Any item removed will be replanted, but Contractor does not guarantee longevity of plants and cannot be held responsible for the landscaping of the yard.
2. Contractor is not responsible for damage to plumbing resulting from deterioration or pre-existing problems and leaks. Contractor will only repair damage to water and sewer lines hit by Contractor while excavating for piling installation.
3. Access holes in the slab, walks, porches or driveways created by Contractor will be patched with concrete. Owner is responsible for replacing or reinstalling floor coverings. When inside supports are recommended, Contractor will only replace hardwood flooring with plywood and screeds. Owner is responsible for flooring.
4. Any existing piers that must be chipped and cut away will be charged to the owner at a cost of \$ each.
IN FOUNDATION ADJUSTMENTS, CONDITIONS MIGHT APPEAR WHEN WORK IS BEGUN THAT WERE NOT VISIBLE WHEN ESTIMATE WAS SUBMITTED, SUCH AS INSUFFICIENT REINFORCING STEEL, IN CONCRETE SLAB AND/OR OTHER ORIGINAL FOUNDATION STRUCTURAL DEFICIENCY. IN SUCH CASES THE WARRANTY BECOMES INVALID.
5. During the described work, sheetrock, wallpaper, bricks, pipes and other rigid materials may crack or shift. Contractor is not responsible or liable for repairs, decoration, electrical work, carpet, tile, hardwood flooring, cabinetry or the replacement or repair of any materials unless expressly specified in this Agreement.
6. Owner is responsible for clearly marking the existence of sprinkler systems and plumbing such as septic tanks, additions with plumbing, and water wells.
7. On all Lifetime Warranties, a New-Owner Transfer fee of \$100 is required of any subsequent owners, without ownership interruption, paid to the contractor, and new owner must notify Contractor within three (3) months of taking ownership of the existing property. Failure to comply with these requirements within the 3 months will result in the warranty being voided.
8. Contractor and Owner agree that any dispute or lawsuit arising out of this Agreement shall be resolved by mandatory and binding arbitration laws in this state and in accordance with this agreement and the rules the American Arbitration Association (AAA). Parties may arbitrate with an agreed upon arbitrator. If unable to agree, binding arbitration shall be administered by AAA. All costs shall be divided equally among the parties.
9. EXCLUSIONS TO THE LIFETIME TRANSFERABLE WARRANTY: (Foundation Plus and pilings only)
(1) Heave or upward movement of the foundation due to soil expansion.
(2) All areas outside the area of influence.
(3) Damage caused by catastrophic occurrences.
(4) Any prior work to the foundation not performed by Contractor, or any work performed by Contractor that has been tampered with in any manner.

This contract is subject to Chapter 27, Property Code. The provisions of that chapter may affect your rights to recover damages arising from the performance of this contract. If you have a complaint concerning a construction defect arising from the performance of this contract and the defect has not been corrected through normal warranty service, you must provide notice regarding the defect to the contractor by certified mail, return receipt requested, not later than the 60th day before the date you file suit to recover damages in a court of law. The notice must refer to Chapter 27, Property Code, and must describe the construction defect. If requested by the contractor, you must provide the contractor an opportunity to inspect and cure the defect as provided by Section 27.004, Property Code.

This agreement, in order to be binding upon Contractor, must be signed in the space provided below and one copy returned in this office within 30 days from the date shown above. Checks should be made payable to: ATLAS FOUNDATION REPAIR COMPANY.

Special Provisions: \$400 documentation Fee due at signing non refundable

Owner
Owner

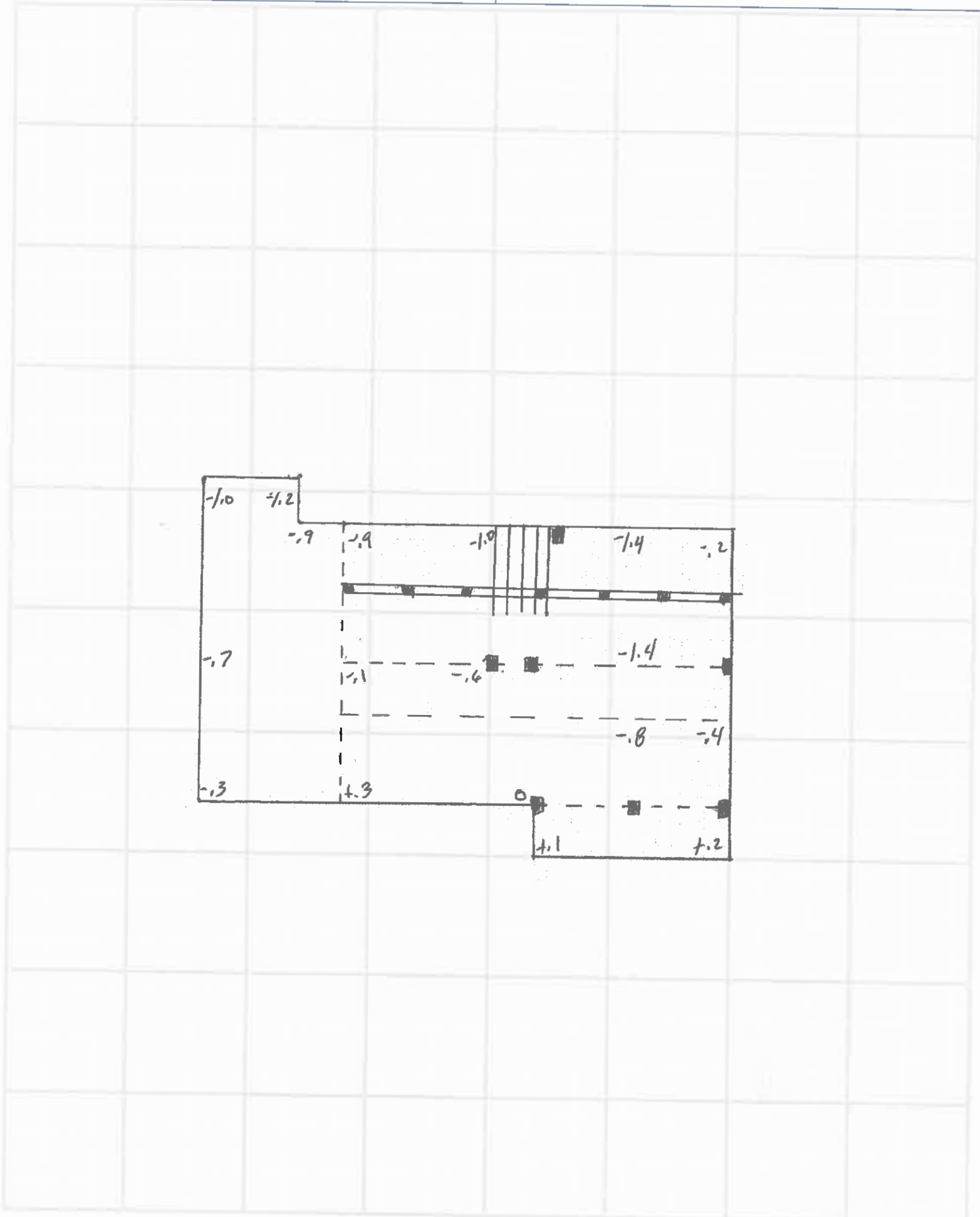
ATLAS FOUNDATION REPAIR COMPANY
Contractor



FOUNDATION REPAIR™
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STRUCTURE DESCRIPTION:
 Siding: Front _____ Back _____ Sides _____
 Stories: 1 1½ 2 Other _____
 Foundation: Slab PT B&B P/B
 Beam Depth: _____ Lot Type: _____

DATE: 8-27-19 KEY MAP #: _____
 NAME: Mary Puccetti
 ADDRESS: 6902 Ave D
 CITY: Galveston Tx 77551
 PH: 409939 7054 WK PH: _____
 OTHER: _____



TOTAL NUMBER OF PILINGS:

EXTERIOR _____

INTERIOR _____

LEGEND:

- | | | | |
|----------------------------|---|------------------|-------|
| EXTERIOR PILINGS | ● | FENCES | _____ |
| INTERIOR PILINGS | ● | DECKS | _____ |
| EXISTING PILINGS | □ | PEA GRAVEL | _____ |
| EXISTING BELL BOTTOM PIERS | ○ | 1 INCH = 10 FEET | |