

September 27, 2019

Bryan & Susan Pershall
12606 Big Stone Dr.
Houston, TX 77066

Re: Foundation Plus Lifetime Transferable Warranty

To whom it may concern,

Our technician, crew and office staff would like to thank you for trusting us to repair your structure.

We are pleased to enclose the **Lifetime Transferable Warranty** for the repairs performed on your structure. Should you need assistance in the future, be assured that we will be available when you need us.

We would like to take this opportunity to tell you about our Referral Program. Should you refer a neighbor or friend and they opt for Atlas Foundation Repair to do the repair, we will write you a check for \$100. We've enclosed a couple of forms for your use.

Also, if you decide to sell your home, please contact our office to request a Warranty Transfer Form.

Kind regards,

Ann Lamkin

8945 Solon Road • Houston, Texas 77064
Phone: 713-641-4844 • Fax: 713-928-5221 • www.atlasfoundation.net

LIFETIME TRANSFERABLE WARRANTY

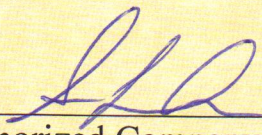
Certificate No. 2019-0485

On **September 10, 2019** this property had the
FOUNDATION PLUS system of foundation repair

Bryan & Susan Pershall
of
12606 Big Stone Drive
Houston, Texas 77066

If any adjustments are required during the life of the structure, ATLAS FOUNDATION REPAIR will make the recommended adjustments to the installed system at no cost to the warranty holder.

Should major structural changes be made to the property this warranty will no longer be valid, or transferable.



Authorized Company Representative

10/4/19

Date



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

www.atlasfoundation.net

AGREEMENT

ATLAS FOUNDATION REPAIR COMPANY, called the Contractor and Bryan & Susan Pershall, Owner, Date: 8-14-19

agree that Contractor will provide foundation repair services for the sum of \$ 6900.00, of which \$ 3450.00 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 12606 Big Stone dr.

City Houston State Tx Zip 77066 Phone #s: (281) 732-7225 (281) 732-7175

RECOMMENDED REPAIR PLAN (SEE ADDENDUM):

OWNER INITIAL HERE _____

Foundation Plus
 _____ Exterior _____ Interior _____ Total for Pilings
 Lifetime Transferable Warranty

Foundation Plus HD
13 Exterior _____ Interior 13 Total for Pilings
 Lifetime Transferable Warranty

Piers
 _____ Bell Bottom _____ Lifetime Transferable Warranty**
 ** (10 year unconditional) After 10 years \$ _____ per pier service fee

Conventional:
 Conventional Sill Beam Other
 One-Year Limited Warranty

Tunneling _____ Linear Feet

Breakouts 11

Drainage:

Drainage Pipe _____ Ft.
 One Year Warranty

Surface Drain Basin # _____

Down Spout Extension # _____

Sump Pump # _____

Other Doc Fees \$400.00 included

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

OWNER INITIAL HERE: _____

___ Foundation Plus Pilings _____ Exterior _____ Interior _____ Total _____ OTHER: _____ Amount \$ _____

___ Foundation Plus HD Pilings _____ Exterior _____ Interior _____ Total _____ OTHER: _____ Amount \$ _____

- 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.
 - 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.
 - 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.
 - 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.
- 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.
 - Owner is responsible for clearly marking the existence of sprinkler systems and plumbing such as septic tanks, additions with plumbing, and water wells.
 - 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.
 - 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)
- Heave or upward movement of the foundation due to soil expansion.
 - All areas outside the area of influence.
 - Damage caused by catastrophic occurrences.
 - 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: _____

Owner

Owner

ATLAS FOUNDATION REPAIR COMPANY

Contractor