



CONTRACT

Date: 5-13-2013

MATT Dietz

Owner or agent authorized to contract on behalf of owner

(Herein after referred to as Owner)

AND

Address of Owner: 13919 Baytree
Street: _____
City, St., Zip: SUGARLAND 77498
Work Telephone: 281 635-6081
Home Telephone: _____
Cell Phone: _____
Fax: _____
Email: _____

Foundation Repair Contractor
4906 Luella • Deer Park, Texas 77536
Phone: 281-479-5247 • Fax: 281-476-4760
slab82@alliedfoundation.net
(Herein after referred to as Contractor)

PROCLAMATIONS

The owner represents that Owner has the legal authority to enter into this agreement and warrants and represents the Owner is the legal owner of the property described in this agreement. In exchange for the Owner's promises and agreements described below, The Contract or agrees to the following:

Inspect and raise to grade or to highest point any area where needed and reinforce beam of home for additional strength; **INSTALL DRIVEN CONCRETE PIERS TO POINT OF REFUSAL; STABILIZE AND SECURE THE FOUNDATION AT A FEASIBLE LEVEL USING THE FOLLOWING NUMBER OF EXTERIOR PIERS** 11; this work to be done at the following location:

Street: 13919 BAYTREE, City SUGARLAND, State TX & Zip Code 77498

Any work to be performed beyond the scope of the above statement must be in writing and signed by both parties.

The agreed estimated price for Contractor services is \$ 2025, pursuant to the proposal provided to Owner when company inspected the property. Owner agrees to pay the agreed price in the following manner:

\$ 0 at the time work begins and \$ 2025 upon completion.

OBSERVATIONS:

CONDITIONS AND TERMS OF THE AGREEMENT

1. Pilings will be installed at the location above described and in the manner specified solely by the Contractor.
2. Pilings will be driven hydraulically to the depth necessary to develop skin friction sufficient to enable the piling to support the foundation, or until the pilings encounter rock or other strata capable of supporting the foundation.
3. After the pilings have been installed and are capable to support the structure, a precast concrete cap will be installed and the jacking or raising continued until, in the sole opinion of the Contractor, further raising will produce or create damage to the foundation or structure.
4. The work to be performed under this contract is designed to attempt to return the foundation to as near its original horizontal position as possible.
5. The stabilization or stopping of foundation settlement can and may reverse the damage already done to the foundation and structure and can and may create new damage by movement or lack of movement.
6. In performing the foundation repair, the foundation will need to be adjusted to return the foundation to a feasible level. The movement of the foundation frequently causes cracks, separation, and other damages to the structure, the interior, and the exterior, which cannot be avoided. By signing this contract, the Owner represents and warrants that they understand that such items could occur and that the Owner will hold Contractor harmless and indemnify the Contractor if any claims are brought against Contractor relating to such items, and that these damages are the sole responsibility of the Owner.
7. Owner agrees to furnish all necessary water and electricity during times work is being performed.
8. The Contractor has no obligation to repair or to replace any pre-existing damage whether it is exposed, concealed, or buried, to the foundation, structure, floors, plumbing, electrical wiring, furniture, fixtures, furnishings, or personal property absolutely and regardless of when or where said damage occurs. If damage occurs due to Contractor negligence, Contractor is obligated to make adequate repairs that make the Owner whole again, not new replacement, nor new construction.
9. Contractor will repair any damage to water and gas lines solely and directly caused by Contractor. Pre-existing plumbing of any kind, deteriorated pipes, and any broken plumbing caused by lifting and leveling of the foundation will not be repaired by Contractor and are the sole responsibility of the Owner.
10. It is understood and agreed that in order to perform the above described work, sheetrock, wallpaper, tile, brick and mortar or other rigid materials may very likely crack. Therefore, Contractor will not be liable for, and the above estimated work does not include, redecorating, repairing, electrical work, or replacement of any materials not specified in this contract. It is also understood and agreed that Contractor will temporarily remove plants and shrubs that obstruct the installation area, to the extent reasonably possible, all plants and shrubs will be replanted; however, Contractor does not guarantee their continued survival.

WARRANTY

1. ALLIED FOUNDATION ISSUES A LIFETIME TRANSFERABLE WARRANTY FOR THE PIERS INSTALLED; ANY NECESSARY ADJUSTMENTS WILL BE DONE AT NO COST TO THE HOMEOWNER. Subject to the below conditions of the warranty. There is no warranty given unless all amounts are paid in full when due and owing. This includes any amounts that may be due and owing under any supplement, addition, or modification of this contract. The lifetime fully transferable warranty is offered by Allied Foundation Specialist and is given as follows:
2. Regardless of the type of structure, the warranty shall be null and void if:
 - I. THE STRUCTURE IS ALTERED OR MODIFIED, OR IF ADDITIONS ARE MADE TO IT WHICH WOULD AFFECT LOADS ON THE FOUNDATION, WITHOUT PRIOR WRITTEN APPROVAL OF ALLIED FOUNDATION SPECIALIST;
 - II. IF THE FOUNDATION HAS BEEN CONSTRUCTED OF SUBSTANDARD MATERIAL OR IS OF INADEQUATE STRUCTURAL STRENGTH, CONTRACTOR WILL NOTIFY YOU IF THIS CONDITION EXISTS AS SOON AS PRACTICABLE;
 - III. THE STRUCTURE SUFFERS FIRE, FLOOD OR STORM DAMAGE TO A SUBSTANTIAL DEGREE WHICH WOULD AFFECT LOADS ON THE FOUNDATION. FLOOD DAMAGE SHALL INCLUDE WATER OR SEWER LEAKS UNDER OR ADJACENT TO THE FOUNDATION;
 - IV. THERE IS REPAIR OR WORK DONE TO ANY PIERS ALLIED FOUNDATION SPECIALIST INSTALLED BY ANYONE OTHER THAN ALLIED FOUNDATION SPECIALIST.
 - V. CONTRACTOR DOES NOT WARRANT ANY PART OF THE FOUNDATION NOT ADDRESSED BY CONTRACTOR OR PRESENTS AS NORMAL (LEVEL), OWNER ACCEPTS THOSE PARTS OF THE CONTRACTOR OR PRESENTS AS NORMAL (LEVEL), OWNER ACCEPTS THOSE PARTS OF THE FOUNDATION AS IS AND CONTRACTOR DOES NOT WARRANT ITS FUTURE VIABILITY.
3. Any adjustment pursuant to warranty will be made to only the area of the repair outlined by this contract at no expense to the owner of the structure so long as all provisions of the agreement are met. In the event that Allied Foundation Specialist and the owner cannot agree that repairs have been made pursuant to the warranty, the Owner may retain a registered professional civil engineer of Texas engaged solely in the private practice of his profession and is knowledgeable in soils and foundations in the area, and who is acceptable to the contractor and/or Allied Foundation Specialist at the sole expense of the Owner, to act as an arbitrator to effect a binding agreement between the parties.
4. This contract will be construed under the laws of the state of Texas, without regard to choice-of-law rules of any jurisdiction. The parties agree to Harris County as jurisdiction.
5. Owner also promises to pay court costs and other costs and attorney's fees if this contract is placed in the hands of an attorney to collect or enforce the terms of the contract. Owner will pay the contractor or contractor's attorney these expenses on demand at the place for payment or such a place designated. These expenses will become part of this contract and enforceable as is
6. BY SIGNING BELOW YOU AGREE TO THE TERMS OF THIS AGREEMENT, THAT THEY ARE SATISFACTORY, THAT YOU HAVE READ THIS AGREEMENT, THAT PAYMENT WILL BE AS STATED ABOVE, AND THAT YOU AUTHORIZE CONTRACTOR TO PERFORM WORK SPECIFIED.

IT IS SO AGREED,

Owner (Printed name): _____

Signature: _____

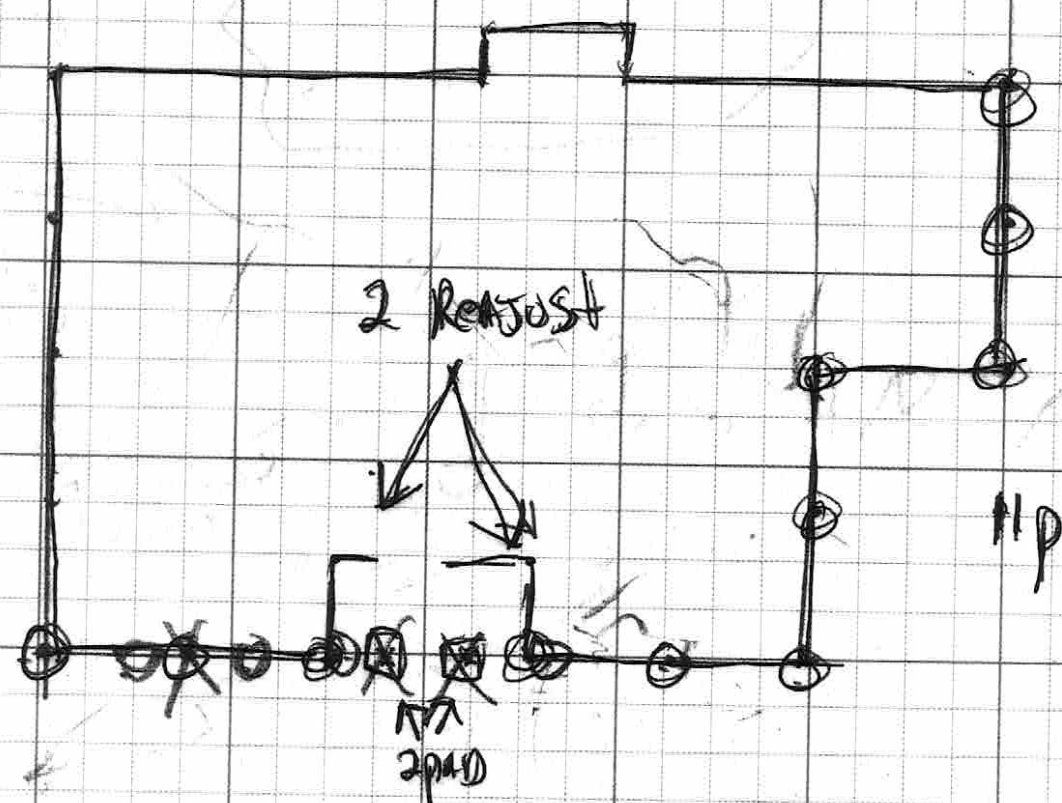
Date signed _____

032 435-0608
Agent for Allied Foundation Specialist
Name: MAX ZEPHRAH
Signature: [Signature]

1925
 .100

 2025

TEAM
 300



NAME MATT Dietz
 ADDRESS 13519 Baytree
 CITY ZIP Sugar Land 77498
 HOME # 281 635-6081
 WORK # _____
 CELL # _____
 EMAIL _____

NO. OF PIERS 11
 BREAKOUTS _____
 KEY MAP _____
 COST OF JOB 2025
 CHECK
 CREDIT CARD

ALLIED FOUNDATION SPECIALISTS, INC.

WARRANTY

Allied Foundation Specialists has placed 112 13919
Ext. Driven Concrete Piers around the perimeter of the
structure located at: RAY TREE DR - SUGARLAND TX
77498

Allied Foundation Specialists issues an unconditional
Life Time Service Agreement effective: 05-20-13

This warranty is completely transferable to any and all future
owners of this home, provided no major structural changes have
been made.

In the event any adjustment is required at a later day, it will be
done at no cost to the homeowner where our piers are currently installed.

It is noted that the company is responsible for the foundation alone.
No other part of the structure, interior and exterior is covered under
this agreement. This includes sheetrock, doors/door frames, flooring of
any type, grout mortar on the exterior, etc.....

Maintenance Tips

- 1) The soil around the perimeter of the foundation should be watered
once a week throughout the year and two to three times per week in
drought conditions.
- 2) Establish positive drainage so water is not allowed to pond around
the slab.

Allied Foundation Specialists, Inc

Ja Briska Pacheco

4906 Luella Ave.

Deer Park, Texas 77536

281-479-5247-direct

281-476-4760-fax

slab82@alliedfoundation.net

www.crackedslab.com

SELESKY Termite and Pest Control

"service we put our name on"

935 Eldridge #615, Sugar Land, Texas 77478

TPCL # 12251

Wood Destroying Insect Contract

Customer: SUE BAUDRY Phone: (832) 816 -- 2733

Address: 13919 BAYTREE

City: SUGAR LAND State: TX Zip: 77498

This service contract made this 29th day of August 20 08, by and between SELESKY Termite and Pest Control (Service Contractor), and owner (or purchaser).

It is agreed and understood that the Service Contractor agrees to treat the property described and to control X subterranean termites, N/A Formosan termites, N/A dry wood termites, N/A carpenter ants, For ONE year (s) under the following conditions: CONTRACT COVERS ENTIRE HOUSE AND GARAGE

The Owner promises to pay the Service Contractor the sum of \$ 825.00 + Tax 68.06 = \$ 893.06
To be paid as follows: _____

The Service Contractor agrees to inspect the premises annually. Due to the characteristics and habits of wood destroying insects, it is not always possible to visibly see and determine the amount of damage done. Therefore it is agreed the Service Contractor will not be held liable for damages to the property because of infestation whether active or inactive.

The Service Contractor agrees, should any infestation occur in any portion of the building covered by this contract during its duration, to treat such infested portions within 14 days of discovery without cost to the Owner.

The Owner agrees to cooperate with the Service Contractor during this life of the contract, and to maintain the area free from any factor contributing to infestation, such as leaks, trash, wood rot, or direct wood to soil contact.

I also understand that SELESKY Termite and Pest Control can terminate my contract if I am 30 days late on making payment, and will then have no further obligations to me.

Special Agreement: This service contract is transferable to any new owner with no transfer fees.

Owner may extend this contract for an annual fee of \$ 95.00 + tax (within 30 days of expiration of original service contract).

Owner/Agent _____ Date _____ Service Contractor [Signature] Date 8/29/08

Licensed & Regulated under the Structural Pest Control Act

Texas Structural Pest Control Board
P. O. Box 1927
Austin, Texas 78767-1927
(512) 305-8250

SELESKY Termite and Pest Control

"service we put our name on"

(281) 242-1755

PLEASE PAY FROM THIS INVOICE

REMIT PAYMENT TO:

935 ELDRIDGE RD. # 615, SUGAR LAND, TX 77498

Date: 8/29/08 Day Friday Time 10am-10:30

Customer Name: Sue Baudry
Service Address: 13919 Baytree Sugar Land, Tx 77498
Billing Address: same -
Contact Tel NO. (8) 816 - 2733 OR () -

Service Description:

Subterranean termite
treatment

Amount: \$825⁰⁰
Sales Tax \$68⁰⁶
Sub Total \$893⁰⁶
Previous Bal. 0-

Amount Due

\$893⁰⁶

Product	Quantity	Concentration	Location	Target Pests
<u>Termidor SC</u>	<u>95 gal/lvs</u>	<u>0.06 %</u>	<u>EXTENSION</u>	<u>Sub. TERMITES</u>
_____	_____	_____ %	_____	_____
_____	_____	_____ %	_____	_____
_____	_____	_____ %	_____	_____
_____	_____	_____ %	_____	_____
_____	_____	_____ %	_____	_____
_____	_____	_____ %	_____	_____
_____	_____	_____ %	_____	_____

Signature: Sue Baudry Paid \$ 893.⁰⁶ Serviced by: [Signature]

Selesky Termite and Pest Control is licensed and regulated under The Structural Pest Control Act, P. O. Box 1927 Austin, Texas 78767-1927 (512) 305-8250

THANK YOU, WE APPRECIATE YOUR BUSINESS!

TPCL # 12251

SUBTERRANEAN TERMITE POST-CONSTRUCTION TREATMENT DISCLOSURE FOR EACH ESTIMATE

Licensed and regulated under the Texas Structural Pest Control Act

PEST CONTROL COMPANY:

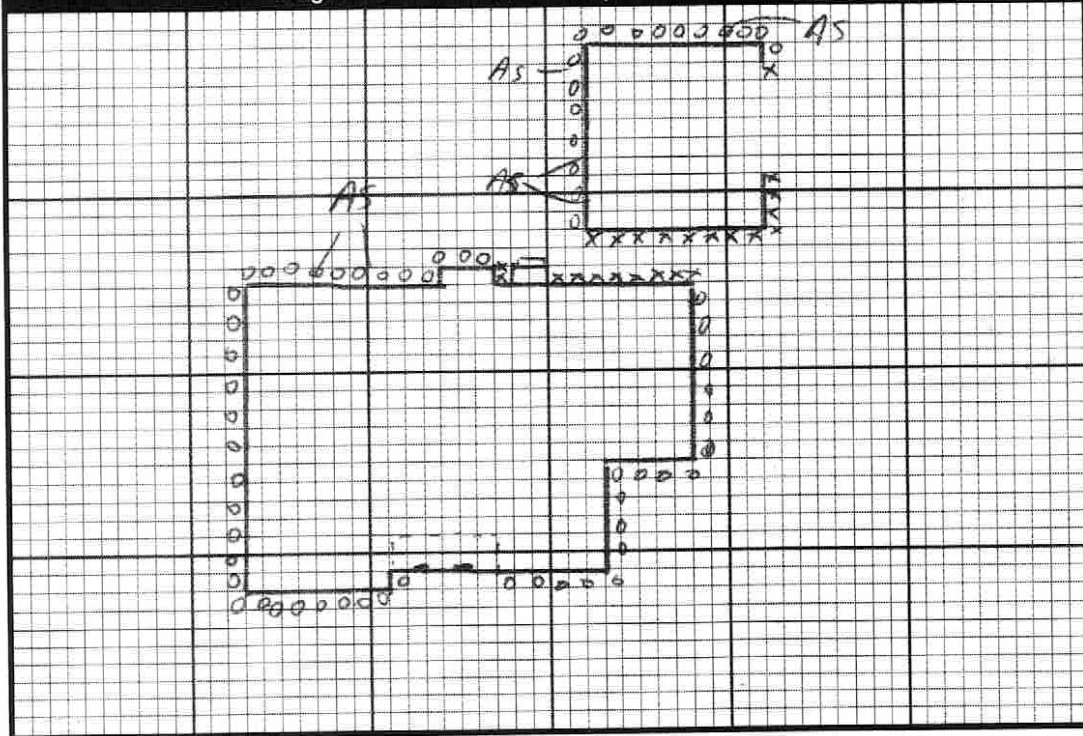
Name: SELESKY TERMITE AND PEST CONTROL TPCL No. 12251 Phone #: 281 242-1755
 Address: 935 Eldridge #615 City: SUGAR LAND State: TX Zip Code: 77498

CUSTOMER INFORMATION:

Name: SUE BAUDRY Phone #1: (832) 816-2733 Phone #2: _____
 Address: 13919 BAYTREE City: SUGAR LAND State: TX Zip Code: 77498

For all termite treatments there will be a diagram showing exactly what will be treated. Treatment specifications and warranties for those treatments may vary widely. Review the pesticide label provided to you for minimum treatment specification. If you have any questions, contact the **pest control company** or the Texas Structural Pest Control Board, P.O. Box 1927, Austin, TX 78767-1927. Telephone number (512) 305-8250.

Diagram of Structure(s) and Proposed Area(s) To Be Treated



KEY TO DIAGRAM SYMBOLS

- Conduive Condition for Termites.....C
- Evidence of Infestation.....E
- Evidence of Active Infestation.....A
- Evidence of Previous Infestation.....P
- Evidence of Subterranean Termites...S
- Evidence of Formosan Termites.....F
- Evidence of Wood Boring Beetles....W
- Area to be Drilled.....X
- Area to be Trenched.....O
- Area to be Rodded.....R
- Area to be Baited.....B

Area of Present Termite Activity:

SEE DIAGRAM
AS

Location to be Treated:

SEE DIAGRAM
Symbols

TYPE OF CONSTRUCTION:

FOUNDATION:

- Slab
- Pier and Beam
- Pier Type: _____
- Basement
- Other: _____

SIDING:

- Wood
- Brick
- Stone
- Plaster
- Other: _____

ROOF:

- Composition
- Wood Shingle
- Metal
- Tile
- Other: _____

PRIMARY USE:

- Residence
- Public Building
- Commercial
- Industrial
- Other: _____

INACCESSIBLE / OBSTRUCTED AREAS:

- FLOOR COVERING
- WALL COVERING
- PLUMBING AREA
- _____

PROPOSED TREATMENT SPECIFICATIONS:

Type of treatment proposed: (see definitions below) Partial Spot Baits Physical Barriers Other (specify) _____ Approximate measurements of structure(s) to be treated: 254'±. A label of TERMIDOL SC termiticide(s) is attached. The concentration of the termiticide(s) to be applied is 0.06 %.

DEFINITIONS OF TREATMENT:

A subterranean termite treatment may be a partial treatment or a spot treatment, using chemical or physical barriers or a baiting system. These type of treatments are defined as follows:
Partial Treatment: This technique allows a wide variety of treatment strategies but is more involved than a spot treatment (see definition below). Ex.: treatment of some or all of the perimeter, bath traps, expansion joints, stress cracks and bait locations.
Pier and Beam - Generally defined as the treatment of the outer perimeter including porches, patios and treatment of the attached garage. In the crawl space, treatment would include any soil to structure contacts as well as removal of any wood debris on the ground.
Slab Construction - Generally defined as treatment of the perimeter and all known slab penetrations as well as any known expansion joints or stress cracks.
Spot Treatment: Any treatment which concerns a limited, defined area less than ten (10) linear or square feet that is intended to protect a specific location or "spot". Often there are adjacent areas susceptible to termite infestation which are not treated.

BAITING SYSTEM:

This type of treatment may include interior and / or perimeter placement of monitoring or baiting stations along with routine inspection intervals. The baiting technique may include one or more baiting locations as prescribed by the product label and instructions.

WARRANTY & ATTACHMENTS:

Warranty information (if any) including area covered, time period of warranty, renewal options and cost, the obligations of the contracting party, and conditions that could develop which would void the warranty is attached. If the warranty does not include the entire structure treated, the areas included in the warranty are: (specify) _____ A consumer information sheet is also attached.

Signature of CA or Technician: [Signature] Printed Name: JOHN SELESKY Date: 8/29/08
 Signature of Customer Verifying Receipt of This Document: [Signature] Date: _____
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