

BONILLA FOUNDATION
REPAIR CONTRACT
(713) 434-8432
FAX (713) 434-8483

This agreement is made and entered into this 6 day of 11 A.D. 2006 by and between CHRIS HAGENY of the county of _____ and the State of Texas, Party of the first part, hereinafter termed owner, and Bonilla Foundation, State of Texas, Party of the second part, hereinafter termed contractor.

WITNESSES

In exchange for the owner's promises and agreements described below, the Contractor agrees to do the following:
Underpin and raise sections of the home as shown in the attached drawing to as near the original grade as practically possible using 32 pilings on the foundation of the structure known locally as 4414 WAYNESBORO in the city of HOUSTON state of Texas, zip code 77035

In accordance with the specifications, General and special conditions and guarantees attached and made part of this agreement.

A. SPECIFICATIONS

1. The material used in the installation of the precast piling shall be minimum of 3000psi at 28-day test concrete.
2. Pilings will be installed at the location and in the manner specified by the contractor.
3. 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.
4. After the pilings have been installed and are able to support the structure, recast concrete will be installed in 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.

B. GENERAL CONDITIONS

1. 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.
2. The stabilization or stopping of foundation settlement can and may reverse the damage already done to the foundation and structure and can and may cause or create new damage by movement or lack of movement.
3. The contractor has no obligation to repair or to replace any damage whether it is expected, concealed, or buried, to the foundation, structure, floors, plumbing, electrical wiring, furniture, fixture, furnishings, or personal property without regard to when or where said damage occurs. If damage occurs due to negligence of the contractor, he is obligated to make proper repairs.
4. If builders and or bell battles are discovered after work has begun and it is necessary to cut them loose from the foundation, and extra fee may be charged. Extra fee will be \$100.00 per pier.
5. If after work has begun, it is discovered that the foundation has been constructed of substandard material or is of inadequate structural strength to properly transfer the load there can and may be an adjustment in the contract price.

C. SPECIAL CONDITIONS

1. Owner to furnish water and electricity.
2. All plants, shrubs and grass will be transplanted, but not guaranteed to live.

D. GUARANTEE

It is the intention of the contractor, to permanently stabilize the settlement of that portion of the foundation covered by this contract with in one (1) part in three hundred sixty (360) parts for the life of the structure that it supports. (1" settlement in 30' horizontal span).

EXCLUSIONS

THIS WARRANTY SHALL BE NULL AND VOID IF:

1. The structure is altered or modified, or if additions are made to it which would affect loads on the foundation without the prior written approval of BONILLA FOUNDATION.
2. The structure suffers fire, flood, or storm damage to any degree, which would affect loads on the foundation. Flood damage should include water or sewer leaks under or adjacent to the foundation.
3. The structure is sited on a fault.
4. Underground facilities or swimming pools are installed within a horizontal distance equal to or less than their depth from the foundation.
5. The foundation is undermined (i.e. soil slumping, erosion, creek beds, excavations, etc.).

In the event that the contractor and press piling and the owner can not agree that the settlement of the foundation has been controlled and settlement is within the tolerance specified above, the owner may retain a registered professional Civil Engineer of Texas, engaged solely in the private practice of his profession and knowledge able in soils and foundations in the area, and who is acceptable to the contractor to effect a binding agreement between the parties.

E. ASSIGNMENT

This agreement is assignable by the owner of this contract and press piling is notified within thirty (30) days after the sale of the premises by the owner of this contract and a transfer fee of \$150.00 dollars, or such other amount may reasonably require, is paid with the said notification. Repossession by a lien holder gives the right to assign this contract if the lien holder complies with the thirty- (30) day's notice and transfer fee requirements. If this assignment is not properly and timely made, this guarantee is void.

PLEASE INITIAL THAT SECTION "E" - ASSIGNMENT HAS BEEN READ _____

F. PAYMENT

Payment of SIX THOUSAND EIGHT HUNDRED, \$ 6,800 is required to be paid as follows:

Contract deposit fee \$ 200 (to be deducted from balance due).

One half (1/2) is due at the time work begins. Balance is due upon completion. In the event payments are necessary, contractor may charge the highest allowable legal rate of interest on the unpaid balance.

In the event it is necessary to file suit for the enforcement of this contract, suit shall be brought in the Harris County, Texas and that every party to this contract agrees to pay all costs of collecting or securing or attempting to collect or secure the monies due pursuant to this contract including a reasonable attorney's fee.

This written agreement is the total agreement by and between Owner and Bonilla Foundation.

By: BONILLA FOUNDATION Repair Date: 11-6-06

The above prices, and specifications and conditions are satisfactory and are hereby accepted. You are authorized to perform the work specified. Payment will be as stated above.

Owner: Chris Hagoney Date: 11-6-2006

PAID
CK NO | DATE
12548 | 11/17/2006

PAID
CK NO | DATE
12558 | 11/22/2006

PAID
CK NO | DATE
12564 | 11/29/2006

TRANSFER OF WARRANTY

In the event a change in ownership occur, assignment of this warranty to a new owner or owner must be accomplished no later than thirty (30) days after transfer of the title. Transfer must be made on this form with a transfer fee of \$ 150.00 dollars current the time of transfer.

To be completed at the time of sale and mailed a long with the \$ 150.00 transfer fee, the entire original warranty and Xerox copy of the warranty deed to Bonilla Foundation Repair, Inc. 5326 Trafalgar, Houston, TX.77045.

ASSIGNMENT OF WARRANTY

This is to certify that on _____, 200__ title to the property knows as **4419 Waynesboro, in the City of Houston, Tx. Zip Code 77035** was or will be transferred from **Chris Hageney**.

Executed this _____ days of _____, 200__

(Buyer)

(Buyer)

(Seller)

(Seller)

This to certify that, by payment of the transfer fee in the amount of \$ _____, receipt of which is here by acknowledge, and on the facts contained above, the warranty has been transferred on the records of **BONILLA FOUNDATION REPAIR, INC.** to the new **OWNER** effective on the day of the title transfer.

FOUNDATION REPAIR LIFE TIME WARRANTY

Bonilla Foundation Repair, Inc. warrants to **Chris Hagoney** that should settlement in excess of 1" in 30 (one inch in thirty feet) Occur where pilings are installed as shown on the contract for the property known as **4419 Waynesboro, in the City of Houston, Tx. Zip Code 77035.** The releveing will be done at no additional cost to the owner, so long as all of the provisions of the contract are met.

This repair work was completed by Bonilla Foundation. On **December 4, 2006**


In the event change of ownership of this property occurs, assignment of this warranty to a new owner must be accomplished within (30) days of the transfer of title. Please mail this certificate with a copy of your warranty deed that you should receive at closing along with a \$ 150.00 dollars transfer fee to the above address.

SHOULD ASSIGNMENT NOT BE PROPERLY MADE, THIS WARRANTY IS VOID.

BONILLA FOUNDATION REPAIR, INC.



Vidal Bonilla



Jose Bonilla

Date 12 - 8 - 06

