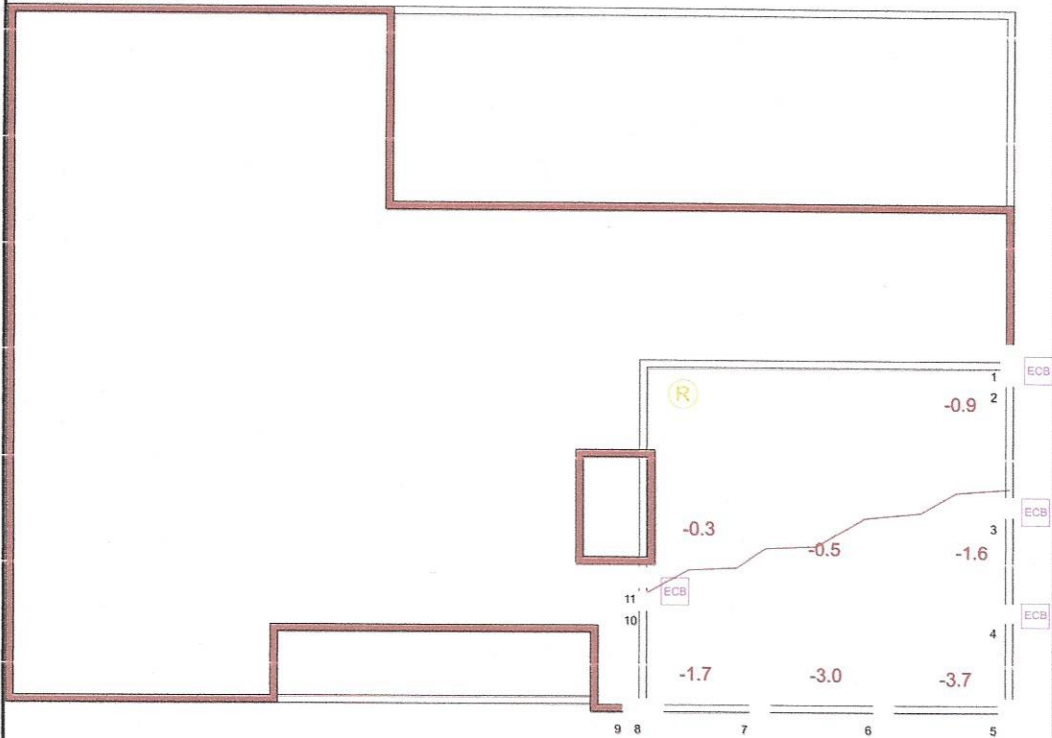




B.E.C./C.S.T.  
SHANNON GIBBS  
sgibbs@olshanfoundation.com  
CELL - 281-824-9061



Debra Hansen  
6027 Delbury St  
Houston, TX, 77029  
texasstarliteconstruction@gmail.com  
832-425-7130  
July 2, 2020



ECB Exterior Concrete Breakout	4	#3FCB Simple Pressed	11
Addendum "A"	Signature		

General Terms and Conditions

Scope: This Agreement is between You (also referred to as "Owner") and Olshan (also referred to as "Contractor"). The "Scope of Work" (referred to below as the "Work") to be performed is as set forth on the Agreement and drawings provided and referred to as Addendum A. All Work will be supervised by an Olshan employee and only the Olshan employee may collect payment for the Work performed.

Although Contractor has examined the Structure, Contractor is not familiar with conditions below grade level, the design of the foundation, or the construction materials used in the foundation and this repair plan is based upon experience in the industry. The price quoted is based upon visual observations and with the assumption the Structure has been built using standards of construction and concrete or other material thickness as determined by standard building codes and practices.

Your Responsibilities: If the property is subject to any easements, covenants or other legal encumbrances that could affect installation or the work to be performed, You agree to give written notice to Contractor identifying the extent and location of the easements, covenants or other legal encumbrances, prior to commencement of the Work to be performed.

Contractor's Responsibilities: Contractor will complete the Work in a workmanlike manner. Contractor may either not start, or immediately discontinue, installation upon discovery of unforeseen, hidden or unknown physical or hazardous conditions at Your property.

EXCLUSIONS FROM LIABILITY : The seven (7) provisions contained herein are expressly material to this agreement and the cost to the Owner for the "Scope of Work" is determined in part by the ACCEPTANCE by the OWNER to these provisions by initialing here \_\_\_\_\_.

- 1. During the course of, or as a result of the Work, some of the component parts and materials included in the Structure such as plumbing, electrical, floor covering, sheetrock, plaster, stucco, brick, brick mortar, wallpaper, roofing, vinyl products, etc, may pull apart, tear, break, crack, bulge, stretch, and wrinkle. It is understood and agreed that the Contractor is not liable for the damage to or cost of repair of the same.
2. Contractor is not responsible for damage to plumbing, underground utilities, sprinkler systems, or other systems resulting from deterioration, separation caused by structure movement, or pre-existing problems and leaks.
3. Access holes in the slab, walks, porches or driveways created by Contractor will be patched with concrete. Concrete patches will not match in color.
4. Contractor may need to remove plants and shrubbery which obstruct installation areas. Any item removed will be replanted.
5. MOLD, LEAD AND OTHER CONTAMINANTS: Contractor and Owner expressly agree that Contractor and its employees, officers, directors, shareholders, affiliates and agents shall not be liable for damages or costs of any type - and Owner will hold harmless and indemnify Contractor from any and all claims or causes of action, including negligence, arising in any way from exposure to or the presence, release, growth or origin of any microorganism, organic or inorganic contaminant including, but not limited to, mold, mildew, fungus, yeast, allergens, infectious agents, wet or dry rot, rust or lead occurring in any way as a result of the services provided and work performed.
6. Contractor is not responsible for water intrusion from patched concrete. Owner understands and agrees that all concrete patches should be sealed with concrete sealant by Owner before any coverings are replaced.
7. No warranty express or implied on future flooding or water intrusion.

CHANGES AND CHANGE ORDERS: Contractor may perform additional work if it is the subject of a Change Order, and may be subject to additional charges. Any changes to the Scope of Work, i.e., a substitution of materials or an expansion or contraction of the Scope of Work, will require You and Contractor to first sign a written Change Order that will become part of this Agreement.

WARRANTY EXCLUSIONS AND LIMITATIONS: YOU WILL BE PROVIDED A COPY OF THE WARRANTY TERMS AND CONDITIONS APPLICABLE TO THE WORK. YOU MAY RECEIVE MULTIPLE WARRANTY TERMS AND CONDITIONS IF MULTIPLE PRODUCTS OR SERVICES ARE PURCHASED. YOU WILL BE REQUIRED TO INITIAL ON THE AGREEMENT THAT YOU HAVE RECEIVED, READ AND UNDERSTAND THE WARRANTY TERMS AND CONDITIONS FOR THESE PRODUCTS OR SERVICES.

Financed Transactions: If You are financing this transaction in whole or in part, Your separate loan agreement (to which Contractor is NOT a party) will determine: (i) the amount financed (the amount of credit provided to You); (ii) the associated finance charges (the dollar amount the loan will cost You); and (iii) the total payment (the amount You will have paid when You have made all scheduled payments). You will be further subject to Your loan agreement's terms and conditions.

Payment for services is due per the terms defined in Agreement. If full payment is not made within thirty (30) days after completion of the Work Owner will be assessed a one hundred dollar (\$100) late payment penalty fee plus monthly interest charge calculated as the lesser of 1.5% or the highest lawful rate permitted by law on any outstanding balance until the balance is paid in full. You agree to pay all costs and expenses, including attorney fees, incurred in collecting unpaid balances.

Security Interests/Liens: If You make all payments as required under this Agreement, no security interest will be placed against Your property by Contractor. If a security interest is placed on Your property, it creates a lien, mortgage, or other claim against Your property to secure payment and may cause a loss of Your property if You fail to pay as requested.

LIMITS OF CONTRACTOR LIABILITY: Owner agrees, to the fullest extent permitted by law, that Contractor's liability for any and all claims, losses, costs, damages of any nature whatsoever shall be limited to and will not exceed the total paid by Owner to Contractor on this project. Such claims and causes include, but are not limited to negligence, strict liability, breach of contract or warranty. Contractor shall not be liable for any inherent, consequential, special, exemplary, or resulting damages regardless of whether the claim is based on warranty, contract, statutory remedy, negligence or tort. Owner understands and agrees Contractor's liability for work performed shall be limited to the correction of any materials and workmanship as set forth in the Agreement.

ARBITRATION: Contractor and Owner agree that any dispute or lawsuit arising out of this Agreement and Warranties shall be resolved by mandatory and binding arbitration pursuant to the arbitration laws in this state and in accordance with this agreement and the rules of 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.

ELECTRONIC SIGNATURE: The parties to this Agreement agree that digital or imaged signatures of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as the use of manual signatures.

BY SIGNING BELOW, YOU CONFIRM THAT YOU HAVE READ AND UNDERSTAND THE TERMS AND CONDITIONS OUTLINED ABOVE AS PART OF THIS AGREEMENT AND YOU WILL ABIDE BY THE TERMS AND CONDITIONS AS SET FORTH IN THE AGREEMENT AND YOU AUTHORIZE THE CONTRACTOR TO PERFORM THE WORK AS SPECIFIED IN THE AGREEMENT SUBJECT TO THESE TERMS AND CONDITIONS. This contract contains all of the terms and conditions agreed to by both parties and no other representations, warranties or agreements, expressed or implied, shall vary the terms of this contract and may not be changed except by an instrument in writing and signed by both parties. BEFORE SIGNING, YOU ARE ADVISED TO CONSULT AN ATTORNEY IF YOU HAVE ANY QUESTIONS CONCERNING THIS AGREEMENT.

CANCELLATION: OWNER MAY CANCEL THIS AGREEMENT WITHOUT PENALTY OR OBLIGATION BY DELIVERING WRITTEN NOTICE TO CONTRACTOR BY MIDNIGHT ON THE THIRD BUSINESS DAY AFTER SIGNING THIS AGREEMENT. If cancelled, Owner's payments will be returned within ten (10) business days after receipt of the Notice of Cancellation.

Owners Signature (see DocuSign for the Terms and Conditions are not printed on back of AGREEMENT):

Owner(s): [Signature]
v.01.01.19
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7/13/2020



## Piling Installation Access - Concrete Breakout Disclosure

Access for piling installation on the interior of a home or under exterior concrete structures (i.e. patios, sidewalks, etc) will be accomplished using one of two methods:

1. **Breakout** an access hole through the concrete and patching the hole after the piling is installed or adjusted.
2. **Tunneling** under the foundation or structure for additional cost.

**Breakouts:** When breaking out the concrete there **may be additional expenses for the owner.** The repair or replacements of the items below are the responsibility of the owner, unless specifically provided for in the "Special Provisions" of the contract:

1. All interior and exterior concrete coverings (i.e. tile, brick, slate, carpet, vinyl etc.).
2. All interior ceiling, flooring and wall coverings (i.e. sheetrock, paneling, paint, wallpaper, special wall finishes, doors and door frames etc.)
3. Plumbing lines, HVAC lines or cables embedded in the concrete (*Cut rebar will be re-bent back in place prior to patching the concrete.*)
4. Removal of all household items from the work area by the Owner.
5. If premises must be vacated, the expenses for move out / move in and overnight accommodations
6. Dusting and cleaning - While paper and plastic is used to cover the homeowner's property you may get dust throughout the work area and adjoining rooms. Contractor will sweep work area. Owner is responsible for cleaning.
7. Replacement of moisture barriers.

**Tunneling:** For an additional charge, pilings can be installed by tunneling underneath the foundation, as an alternative to breakouts.

Unless agreed in writing, warranty adjustments will be performed utilizing breakouts, regardless of the method used for the original repair. The additional expenses and responsibilities of the owner, as set out above, apply to warranty work. However, for an additional charge warranty adjustments can be performed via tunneling.

Owner acknowledges receipt and accepts the conditions stated above.

DocuSigned by:  7/13/2020  
 Owner(s) signature(s); \_\_\_\_\_ Date; \_\_\_\_\_  
40DE4D5EF81B4CD...

Address: 6027 Delbury St \_\_\_\_\_

City: Houston \_\_\_\_\_ State: TX \_\_\_\_\_ Zip: 77085 \_\_\_\_\_

Job#: \_\_\_\_\_