



### Foundation Repair Agreement

TDS Foundation Services/dba Fix My Slab Foundation Repair (hereinafter "Fix My Slab"), and Kevin Binder, (hereinafter "Owner"), agree that Fix My Slab will provide foundation repair services on the property located at: 511 Canon Ball Springs Tr 77380 in accordance with this foundation repair contract between the parties, dated the 17 day of Aug 2016. These foundation repairs performed by Fix My Slab are warranted by Fix My Slab for the life of the structure it supports, subject to the limitations found in the Addendum of this contract.

Owner Initial X KB

#### OWNER HAS ELECTED THE FOLLOWING REPAIR PLAN:

<input type="checkbox"/> Conventional Adjustment _____ Exterior      _____ Interior      _____ Total	1 Year warranty	<input type="checkbox"/> Tunneling _____ linear feet
<input type="checkbox"/> Concrete Pilings <u>30</u> Exterior <u>3</u> Interior <u>33</u> Total	Lifetime Warranty	<input type="checkbox"/> Drainage: _____ feet
<input type="checkbox"/> Steel Pilings _____ Exterior      _____ Interior      _____ Total	Lifetime Warranty	<input type="checkbox"/> Drainage Pipe _____ feet
<input type="checkbox"/> Bell Bottom Piers _____ Exterior      _____ Interior      _____ Total	10 Year warranty	<input type="checkbox"/> Permit <input type="checkbox"/> Engineer's Letter
		<input type="checkbox"/> Other:

Amount: \$ 10,630, with \$ 5,315 due when work begins and \$ 5,315 due upon completion of work.

Owner Initial X KB

#### ADDENDUM

- Fix My Slab has no obligation to repair or to replace any damage whether it is exposed, concealed, or buried, to the foundation, structure, floors, plumbing\*, electrical wiring, other portions of the structure and its systems, furniture, fixtures, furnishings, landscaping, vegetation, wood or other decks, spas, or personal property without regard to when or where said damage occurs. Please remove all items from the walls in the area to be lifted. Please remove exterior lighting from the work area before the work is to start. Fix My Slab will transplant shrubbery at the point of installation, but we cannot guarantee the longevity of the plants.
- Access holes in the slab, walks, porches, or driveways created by Fix My Slab will be patched with concrete. Owner is responsible for replacing or reinstalling floor covering. When inside supports are recommended, Fix My Slab will only replace hardwood flooring with concrete at original height and texture. The Owner is responsible for repair and/or replacement of tile, wood or laminate flooring, and stretching of carpet.
- Any existing builder's piers that must be chipped and/or cut away will be charged to the owner at a cost of ~~\$2000~~ each. If after work has begun, it is discovered that the foundation has been constructed of substandard materials and lacks the structural strength necessary to properly transfer the load imposed by underpinning, there may be an adjustment in the contract price and scope of work. Substandard construction is usually not discovered until work has begun and possibly not until a lift is attempted. During the described work, sheetrock, wallpaper, bricks, pipes, and other rigid materials may crack or shift. Fix My Slab is not responsible or liable for repairs, decoration, electrical work, carpet, tile, hardwood/laminate flooring, cabinetry, pipes, or the replacement or repair of any materials unless expressly specified in this contract.
- 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 (or current transfer fee) is required of any subsequent owners, paid to Fix My Slab, and new owner must notify Fix My Slab within 30 days of taking ownership of the existing property. Fix My Slab reserves the right to inspect property at time of transfer. Failure to comply with these requirements within the 30 days may result in the warranty being voided. So long as the provisions of this paragraph are met, there is no limit to the number of transfers that can be made. To transfer the warranty, a written request stating the name of the new owner and the property address must be mailed along with a check for \$100 (or current transfer fee) to the address stated below. Pier and Beam understructure shimming has a one (1) year warranty unless specified otherwise.
- Fix My Slab 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 contract 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.
- EXCLUSIONS TO THE LIFETIME TRANSFERABLE WARRANTY:
  - Full payment has not been received.
  - Heave or upward movement of the foundation due to soil expansion.
  - All areas outside the area of influence
  - Any accidental or intentional damage, terrorism, fire, flood, windstorm, earthquake or other acts of God.
  - Any prior work to the foundation not performed by Fix My Slab, or any work performed by Fix My Slab that has been tampered with in any manner.
  - An additional story is added to the structure, or changes of a similar scope are made, without prior written approval of Fix My Slab, when such changes would affect loads on the