



TDS Foundation Services

# Invoice

DBA Fix My Slab Foundation Repair  
21022 Cedar Lane  
Tomball, TX 77377

Date	Invoice #
7/31/2014	1820

Bill To
Merrywell, Rick 5022 Dawngate Drive Spring, TX 77373

**PAID**  
08/22/2014

P.O. No.	Terms	Project

Quantity	Description	Rate	Amount
19	Complete 6" Concrete Piling	450.00	8,550.00

Phone #	Fax #
281-255-4949	281-255-2581

<b>Total</b>	\$8,550.00
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**On Time. Fair Price. Fixed.**

## **WARRANTY TRANSFER**

Upon sale of the property, the following must occur in order to transfer the Foundation Repair Warranty:

- Within 30 days of the property changing ownership (closing date), the new owners must provide Fix My Slab a fully executed copy of the title transfer or closing statement with the Buyer & Seller names included. This information can be emailed to: [info@fixmyslab.com](mailto:info@fixmyslab.com) or mailed along with a check to:  
**Fix My Slab**  
**21022 Cedar Lane**  
**Tomball, TX. 77377**
- Pay the \$100 transfer fee via check payable to: Fix My Slab or with a credit card. Credit card payments can be taken over the phone.
- Please include the Name, Phone Number and Email Address for the new homeowners.

Fix My Slab will provide a paid receipt for the transfer fee to the new owner.





# FIX MY SLAB

877-Fix-My-Slab

281-255-4949

www.FixMySlab.com

DATE: Nov 11-2013 EMAIL: \_\_\_\_\_

NAME: Rick Merrywell

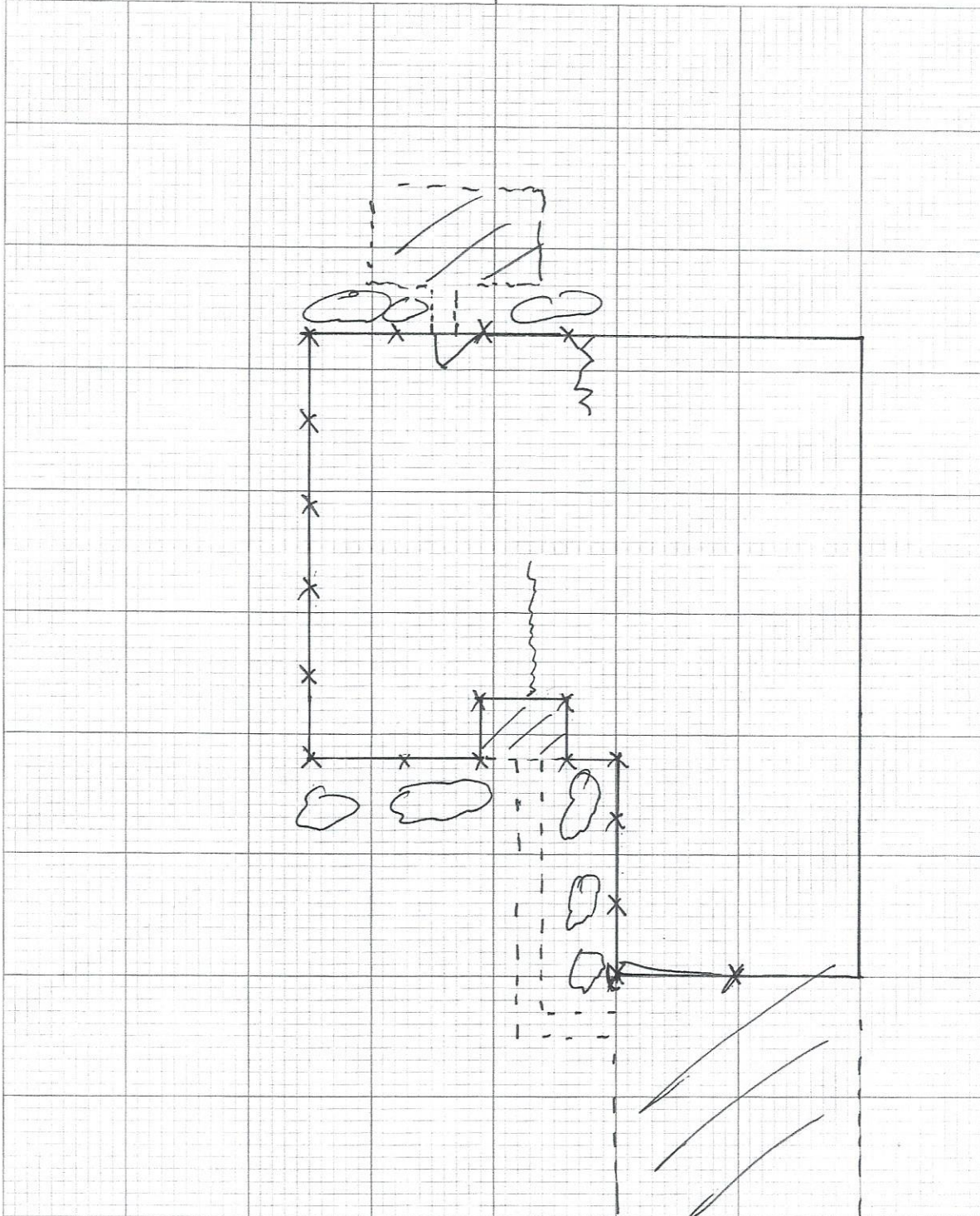
ADDRESS: 5022 Dawngate Dr 77373

PH: \_\_\_\_\_ WK PH: 281-636-8872

## STRUCTURE DESCRIPTION

Siding: Front BV Back BV Sides BV  
 Stories: 1 1-1/2 2 Other \_\_\_\_\_  
 Foundation: Slab PT 2 B&B P/B  
 Beam Depth: \_\_\_\_\_ Lot Type Res.

OTHER:



### TOTAL NUMBER OF PILINGS

EXTERIOR 19 INTERIOR \_\_\_\_\_

8,550

### LEGEND:

- EXTERIOR PILINGS
- INTERIOR PILINGS
- EXISTING PILINGS
- EXISTING BELL BOTTOM PIERS
- FENCES \_\_\_\_\_
- DECKS \_\_\_\_\_
- PEAGRAVEL \_\_\_\_\_
- 1 INCH = 10 FEET

Patrick Brewer  
317-664-7890



Fax 317 202-1459 Foundation Repair Agreement

TDS Foundation Services/dba Fix My Slab (hereinafter "Fix My Slab") and Rick Merrywell (hereinafter "Owner"), agree that Fix My Slab will provide foundation repair services on the property located at: 5022 Dawngate Dr in accordance with this foundation repair contract between the parties, dated the Nov of 11, 2013. These foundation repairs performed by Fix My Slab are warranted by Fix My Slab for the life of the structure it supports, subject to limitations found in the Addendum of this contract.

OWNER HAS ELECTED TO THE FOLLOWING REPAIR PLAN:

Owner Initial \_\_\_\_\_

<input type="checkbox"/>	Conventional Adjustment	1 year warranty	
	Exterior	Interior	Total
<input checked="" type="checkbox"/>	Concrete Pilings	Lifetime Warranty	
19	Exterior	Interior	19 Total
<input type="checkbox"/>	Steel Pilings	Lifetime Warranty	
	Exterior	Interior	Total
<input type="checkbox"/>	Tunneling		Linear Feet

<input type="checkbox"/>	Drainage:	
<input type="checkbox"/>	Drainage Pipe	_____ feet
<input type="checkbox"/>	Surface Drain Basin	# _____
<input type="checkbox"/>	Permit	
<input type="checkbox"/>	Engineer's Letter	
<input type="checkbox"/>	Other:	

Amount: \$ 8550, with \$ 4275 due when work begins and \$ 4275 upon completion of work.

Owner Initial \_\_\_\_\_

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. We will transplant shrubbery at the point of installation but we cannot guarantee the longevity of the plants.
- Access holes in the slab, walkways, 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 builders' piers that must be chipped and/or cut away will be charged to the owner at a cost of \$ 150.00 each. If after work has begun, it is found 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, drywall, 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 under-structure 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 exposure
  - 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 changed of similar scope are made, without prior written approval of Fix My Slab, when such changed would affect loads on the foundation.

\*Note: Fix My Slab recommends that the plumbing be tested before and after any foundation work is done. The Owner is responsible for having the tests performed unless testing is included in the Repair Plain listed in this contract. Any plumbing leaks detected before or after the foundation repairs have been completed are the sole responsibility of the Owner.

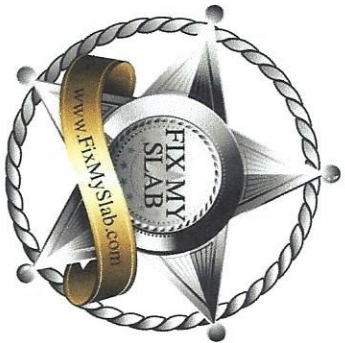
This contract is subject to Chapter 27, Property Code. The provisions of that chapter may affect your rights to recover damages arising from the performance of this contract. If you have a complaint concerning a construction defect arising from the performance of this contract and the defect has not been corrected through normal warranty service, you must provide notice regarding the defect to Fix My Slab 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 Fix My Slab, you must provide Fix My Slab an opportunity to inspect and cure the defect as provided by Section 27.004, Property Code.

Special Provisions: \_\_\_\_\_

*R. Merrywell*  
OWNER  
11-12-13  
DATE

*[Signature]*  
FIX MY SLAB  
Nov 11-2013  
DATE





## *Warranty for Foundation Repair*

This certifies that the homeowners at

**5022 Dawngate Dr., Spring, TX. 77373**

have used Fix My Slab's system of foundation repair.

If any adjustments are required during the life of this home due to settling, Fix My Slab will re-raise all areas previously underpinned without cost to the owner.

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

Warranty is voided according to rules stated in original Contract for Work.

*Ty Stricklin*

*Company Officer*

*August 22, 2014*

*Date*

*3110738*

*Certificate Number*