



## *Warranty for Foundation Repair*

This certifies that the homeowners at

*419 Forest Hills Drive, League City, TX 77573*

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.

*R Saus*

*Company Officer*

*May 10, 2018*

*Date*

*3111299*

*Certificate Number*

TDS Foundation Services DBA FIX MY

CT A D

21022 Cedar Lane

Tomball, TX 77377

# Invoice

Date	Invoice #
5/7/2018	2631

Bill To
Emanuel, Michael 419 Forest Hill League City, TX 77573

P.O. No.	Terms	Project

Quantity	Description	Rate	Amount
30	Complete 6" Concrete Piling	350.00	10,500.00
1	Post Lift Hydrostatic Test	300.00	300.00
<p><i>Paid 1/2 5-2-18</i></p> <p><i>Final Payment 5-10-18</i></p> <p><i>check Number <del>6003</del> 6003</i></p>			
<b>Total</b>			\$10,800.00
<b>Payments/Credits</b>			\$0.00

Phone #	Fax #
832-256-0480	281-374-8717



## Foundation Repair Agreement

TDS Foundation Services/dba Fix My Slab Foundation Repair (hereinafter "Fix My Slab"), and Michael Emanuel (hereinafter "Owner"), agree that Fix My Slab will provide foundation repair services on the property located at: 419 Forest Hills League City in accordance with this foundation repair contract between the parties, dated the 17 day of April 2018. These foundation repairs to 72573 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 ME

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

Conventional Adjustment      1 Year warranty  
 \_\_\_\_\_ Exterior      \_\_\_\_\_ Interior      \_\_\_\_\_ Total

Tunneling      \_\_\_\_\_ linear feet

Concrete Pilings      Lifetime Warranty  
30 Exterior      0 Interior 30 Total

Drainage:  
 Drainage Pipe      \_\_\_\_\_ feet

Steel Pilings      Lifetime Warranty  
 \_\_\_\_\_ Exterior      \_\_\_\_\_ Interior      \_\_\_\_\_ Total

Permit       Engineer's Letter

Bell Bottom Piers      10 Year warranty  
 \_\_\_\_\_ Exterior      \_\_\_\_\_ Interior      \_\_\_\_\_ Total

Other: Post Lift Hydrostatic Test

Amount: \$ 10,800<sup>00</sup>, with \$ 5,400<sup>00</sup> due when work begins and \$ 5,400<sup>00</sup> due upon completion of work.

Owner Initial X ME

**ADDENDUM**

1. 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.
2. 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.
3. Any existing builder's piers that must be chipped and/or cut away will be charged to the owner at a cost of ~~\$120.00~~ 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.
4. Owner is responsible for clearly marking the existence of sprinkler systems, and plumbing such as septic tanks, additions with plumbing, and water wells.
5. 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.
6. 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.
7. EXCLUSIONS TO THE LIFETIME TRANSFERABLE WARRANTY:
  - a. Full payment has not been received.
  - b. Heave or upward movement of the foundation due to soil expansion.
  - c. All areas outside the area of influence
  - d. Any accidental or intentional damage, terrorism, fire, flood, windstorm, earthquake or other acts of God.
  - e. 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.
  - f. 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 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 Plan listed in this contract. Any plumbing leaks detected before or after the foundation repairs have been completed are the sole responsibility of the Owner.





# FIX MY SLAB

877-Fix-My-Slab

www.FixMySlab.com

DATE: 4/17/18 EMAIL: \_\_\_\_\_  
 NAME: Michael Emanuel  
 ADDRESS: 419 Forest Hills  
 PH: 2851-0780 WK PH: \_\_\_\_\_

## STRUCTURE DESCRIPTION

Siding: Front Blu Back Blu Sides Blu  
 Stories: 1 1-1/2 2 Other \_\_\_\_\_  
 Foundation: Slab PT B&B P/B  
 Beam Depth: 18" Lot Type fer

OTHER: 77573

30 Exterior  
~~4~~ ~~1~~

\$ 10,800<sup>ea</sup>

1 Post Lift Hydrostatic Test

