



CONTRACT

Date: 10.24.13

JOSEPH ZANNONE

Owner or agent authorized to contract on behalf of owner

(Herein after referred to as Owner)

Address of Owner: _____

Street: 3006 PECAN WAY CT.

City, St., Zip: RICHMOND, 77406

Work Telephone: _____

Home Telephone: _____

Cell Phone: _____

Fax: _____

Email: _____

AND

Foundation Repair Contractor

4906 Luella • Deer Park, Texas 77536

Phone: 281-479-5247 • Fax: 281-476-4760

slab82@alliedfoundation.net

(Herein after referred to as Contractor)

PROCLAMATIONS

The owner represents that Owner has the legal authority to enter into this agreement and warrants and represents the Owner is the legal owner of the property described in this agreement. In exchange for the Owner's promises and agreements described below, The Contract or agrees to the following:

Inspect and raise to grade or to highest point any area where needed and reinforce beam of home for additional strength; **INSTALL DRIVEN CONCRETE PIERS TO POINT OF REFUSAL; STABILIZE AND SECURE THE FOUNDATION AT A FEASIBLE LEVEL USING THE FOLLOWING NUMBER OF EXTERIOR PIERS** Four (4); this work to be done at the following location:

Street: SAME AS ABOVE, City TX, State TX & Zip Code 77406

Any work to be performed beyond the scope of the above statement must be in writing and signed by both parties.

The agreed estimated price for Contractor services is \$ 3,400 or 4,400 pursuant to the proposal provided to Owner when company inspected the property. Owner agrees to pay the agreed price in the following manner:

\$ 0 at the time work begins and \$ Full Amt. upon completion.

OBSERVATIONS:

CONDITIONS AND TERMS OF THE AGREEMENT

1. Pilings will be installed at the location above described and in the manner specified solely by the Contractor.
2. 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.
3. After the pilings have been installed and are capable to support the structure, a precast concrete cap will be installed and 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.
4. 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.
5. The stabilization or stopping of foundation settlement can and may reverse the damage already done to the foundation and structure and can and may create new damage by movement or lack of movement.
6. In performing the foundation repair, the foundation will need to be adjusted to return the foundation to a feasible level. The movement of the foundation frequently causes cracks, separation, and other damages to the structure, the interior, and the exterior, which cannot be avoided. By signing this contract, the Owner represents and warrants that they understand that such items could occur and that the Owner will hold Contractor harmless and indemnify the Contractor if any claims are brought against Contractor relating to such items, and that these damages are the sole responsibility of the Owner.
7. Owner agrees to furnish all necessary water and electricity during times work is being performed.
8. The Contractor has no obligation to repair or to replace any pre-existing damage whether it is exposed, concealed, or buried, to the foundation, structure, floors, plumbing, electrical wiring, furniture, fixtures, furnishings, or personal property absolutely and regardless of when or where said damage occurs. If damage occurs due to Contractor negligence, Contractor is obligated to make adequate repairs that make the Owner whole again, not new replacement, nor new construction.
9. Contractor will repair any damage to water and gas lines solely and directly caused by Contractor. Pre-existing plumbing of any kind, deteriorated pipes, and any broken plumbing caused by lifting and leveling of the foundation will not be repaired by Contractor and are the sole responsibility of the Owner.
10. It is understood and agreed that in order to perform the above described work, sheetrock, wallpaper, tile, brick and mortar or other rigid materials may very likely crack. Therefore, Contractor will not be liable for, and the above estimated work does not include, redecorating, repairing, electrical work, or replacement of any materials not specified in this contract. It is also understood and agreed that Contractor will temporarily remove plants and shrubs that obstruct the installation area, to the extent reasonably possible, all plants and shrubs will be replanted; however, Contractor does not guarantee their continued survival.

WARRANTY

- a. ALLIED FOUNDATION ISSUES A LIFETIME TRANSFERABLE WARRANTY FOR THE PIERS INSTALLED; ANY NECESSARY ADJUSTMENTS WILL BE DONE AT NO COST TO THE HOMEOWNER. Subject to the below conditions of the warranty. There is no warranty given unless all amounts are paid in full when due and owing. This includes any amounts that may be due and owing under any supplement, addition, or modification of this contract. The lifetime fully transferable warranty is offered by Allied Foundation Specialist and is given as follows:
- b. Regardless of the type of structure, the warranty shall be null and void if:
 - I. THE STRUCTURE IS ALTERED OR MODIFIED, OR IF ADDITIONS ARE MADE TO IT WHICH WOULD AFFECT LOADS ON THE FOUNDATION, WITHOUT PRIOR WRITTEN APPROVAL OF ALLIED FOUNDATION SPECIALIST;
 - II. IF THE FOUNDATION HAS BEEN CONSTRUCTED OF SUBSTANDARD MATERIAL OR IS OF INADEQUATE STRUCTURAL STRENGTH, CONTRACTOR WILL NOTIFY YOU IF THIS CONDITION EXISTS AS SOON AS PRACTICABLE;
 - III. THE STRUCTURE SUFFERS FIRE, FLOOD OR STORM DAMAGE TO A SUBSTANTIAL DEGREE WHICH WOULD AFFECT LOADS ON THE FOUNDATION. FLOOD DAMAGE SHALL INCLUDE WATER OR SEWER LEAKS UNDER OR ADJACENT TO THE FOUNDATION;
 - IV. THERE IS REPAIR OR WORK DONE TO ANY PIERS ALLIED FOUNDATION SPECIALIST INSTALLED BY ANYONE OTHER THAN ALLIED FOUNDATION SPECIALIST.
 - V. CONTRACTOR DOES NOT WARRANT ANY PART OF THE FOUNDATION NOT ADDRESSED BY CONTRACTOR OR PRESENTS AS NORMAL (LEVEL), OWNER ACCEPTS THOSE PARTS OF THE CONTRACTOR OR PRESENTS AS NORMAL (LEVEL), OWNER ACCEPTS THOSE PARTS OF THE FOUNDATION AS IS AND CONTRACTOR DOES NOT WARRANT ITS FUTURE VIABILITY.
- c. Any adjustment pursuant to warranty will be made to only the area of the repair outlined by this contract at no expense to the owner of the structure so long as all provisions of the agreement are met. In the event that Allied Foundation Specialist and the owner cannot agree that repairs have been made pursuant to the warranty, the Owner may retain a registered professional civil engineer of Texas engaged solely in the private practice of his profession and is knowledgeable in soils and foundations in the area, and who is acceptable to the contractor and/or Allied Foundation Specialist at the sole expense of the Owner, to act as an arbitrator to effect a binding agreement between the parties.
11. This contract will be construed under the laws of the state of Texas, without regard to choice-of-law rules of any jurisdiction. The parties agree to Harris County as jurisdiction.
12. Owner also promises to pay court costs and other costs and attorney's fees if this contract is placed in the hands of an attorney to collect or enforce the terms of the contract. Owner will pay the contractor or contractor's attorney these expenses on demand at the place for payment or such a place designated. These expenses will become part of this contract and enforceable as such.
13. BY SIGNING BELOW YOU AGREE TO THE TERMS OF THIS AGREEMENT, THAT THEY ARE SATISFACTORY, THAT YOU HAVE READ THIS AGREEMENT, THAT PAYMENT WILL BE AS STATED ABOVE, AND THAT YOU AUTHORIZE CONTRACTOR TO PERFORM WORK SPECIFIED.

IT IS SO AGREED, Owner (Printed name): _____

Signature: _____

Date signed _____

Agent for Allied Foundation Specialists

Name: Jon Adams

Signature: (281) 541-6980