

Foundation Repair Agreement

START 04/29/22



832-362-8961

832-362-8961

www.TwoSistersFoundationRepair.com | Texas | FoundationRepair1987@gmail.com

ICONTRACT

DATE: 04/11/22

Two Sisters Foundation Repair, called the Contractor and Petty Johnson Called the Owner, agrees that Contractor will furnish labor, equipment and materials to perform the following described work to the hereinafter described building or structure located at:

Street 10323 Sweetwood Dr City Houston State Texas Zip _____

Telephone _____ Alternate Phone _____ Email Address _____

Recommended Repair Method & Associated Warranty: 19 Piling | _____ Exterior | _____ Interior | Yes LifeTime Warranty (Transferable No Service Charge)

Other Installation of 19 piers Exterior of home with life time warranty

Total Cost to the owner for the hereinafter described work is \$ _____ of which \$ _____ when work begins, and \$ _____ upon completion.
City Permits Total Cost of \$ Not included

Contractor will temporarily remove plants and shrubs, which obstruct support installation. All plants and shrubs will be replaced, but contractor does not guarantee nor are we responsible for continued longevity. Contractor will repair any damage to water and sewage lines directly caused by Contractor while excavating. Pre-existing plumbing problems, deteriorated pipes and broken plumbing caused by lifting and leveling will not be repaired by contractor. When inside supports are called for the contractor will not re-stretch any carpet that has to be removed for installation of work. When supports are called for the contractor will not replace concrete with any tile or other floor coverings that has to be broken through.

The owner may order extra work to be done, not contemplated by this Contract, in which a separate Contract for such work shall be entered into between the Owner and the Contractor. NO oral representation made by anyone can change or modify this Contract. Notwithstanding, any provision in this contract to the contrary, any dispute, controversy or lawsuit between any of the parties to this Contract about any matter arising out of this contract, shall be resolved by mandatory binding arbitration administered by the American Arbitration Association "AAA" pursuant to the arbitration laws in your state and in accordance with this arbitration contract and commercial arbitration rules of the AAA to the extent that any inconsistency exists between this arbitration contract and such states by any court having jurisdiction and in accordance with the practice of such court.

BREACH OF CONTRACT: There will be a seven hundred and fifty dollar (\$750.00) fee incurred for a breach of contract from the Owner, paid to the Contractor. The provisions contained herein are expressly material to the Contract and the "cost to the Owner" for the heretofore-described "work" is determined in part of the contract of the Owner to these provisions.

MOLD AND OTHER CONTAMINANTS: Contractor and Owner agree that Contractor and its employees and agents will 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, but not limited to, mold, mildew, yeast, allergens, fungus, infectious agents, dry or wet, lead or rust occurring, in any way as a result of the services provided an work performed. **CONTRACTOR IS NOT RESPONSIBLE FOR THE UNDER PLUMBING, NOR THE ENTIRE PLUMBING SYSTEM AT THE TIME OF THE HOUSE LEVELING.**

IN FOUNDATION LEVELING CONDITIONS MIGHT APPEAR WHEN WORK HAS BEGUN THAT WERE NOT VISIBLE WHEN ESTIMATE WAS SUBMITTED, SUCH AS INSUFFICIENT REINFORCING STEEL IN CONCRETE SLAB AND/OR OTHER FOUNDATION STRUCTURAL DEFICIENCY, IN SUCH CIRCUMSTANCES THE WARRANTY BECOME VALID.

This Contract, in order to be binding upon the Contractor, must be signed in the space provided below and one copy in this office 2 days from the date shown above.

Warranty Requests have a 90 days grace period to respond. Make Check Payable To: **2 Sisters Foundation Repair**

Owner _____ Date _____

Owner _____ Date _____

2 SISTERS FOUNDATION REPAIR

By [Signature] 04/11/22
Contractor _____ Date _____