



8945 Solon Road, Houston, Texas 77064 - 713.641.4844 - 713.928.5221
www.atlasfoundation.net

AGREEMENT

Date: 11-9-11

ATLAS FOUNDATION REPAIR COMPANY, called the Contractor and Dario Moore, Owner, agree that Contractor will provide foundation repair services for the sum of \$ 6300⁰⁰, of which \$ 1400 equal to one-half shall be paid when work begins and the balance is due on completion of the work. Contractor will perform the following described work to the described building or structure located at 9730 APPERIDGE City HOUSTON State TX Zip 77070 Phone #: 281-770-9412.

RECOMMENDED REPAIR PLAN (SEE ADDENDUM):

OWNER INITIAL HERE X

Foundation Plus
 _____ Exterior _____ Interior _____ Total for Pilings
 Lifetime Transferable Warranty

Foundation Plus HD
14 Exterior 0 Interior 14 Total for Pilings
 Lifetime Transferable Warranty

Piers
 _____ Bell Bottom _____ Lifetime Transferable Warranty**
 ** (10 year unconditional) After 10 years \$ _____ per pier service fee

Conventional:
 Conventional Sill Beam Other
 One-Year Limited Warranty

Tunneling _____ Linear Feet

Drainage:

Drainage Pipe _____ Ft.
 One Year Warranty

Surface Drain Basin # _____

Down Spout Extension # _____

Sump Pump # _____

Other _____

OWNER HAS ELECTED THE FOLLOWING REPAIR PLAN (SEE ADDENDUM):

OWNER INITIAL HERE: _____

___ Foundation Plus Pilings _____ Exterior _____ Interior _____ Total _____ OTHER: _____ Amount \$ _____
 ___ Foundation Plus HD Pilings

- Contractor may need to remove plants and shrubbery which obstruct installation areas. Any item removed will be replanted, but Contractor does not guarantee longevity of plants and cannot be held responsible for the landscaping of the yard.
 - Contractor is not responsible for damage to plumbing resulting from deterioration or pre-existing problems and leaks. Contractor will only repair damage to water and sewer lines hit by Contractor while excavating for piling installation.
 - Access holes in the slab, walks, porches or driveways created by Contractor will be patched with concrete. Owner is responsible for replacing or reinstalling floor coverings. When inside supports are recommended, Contractor will only replace hardwood flooring with plywood and screeds. Owner is responsible for flooring.
 - Any existing piers that must be chipped and cut away will be charged to the owner at a cost of \$ 10 each.
- IN FOUNDATION ADJUSTMENTS, CONDITIONS MIGHT APPEAR WHEN WORK IS BEGUN THAT WERE NOT VISIBLE WHEN ESTIMATE WAS SUBMITTED, SUCH AS INSUFFICIENT REINFORCING STEEL, IN CONCRETE SLAB AND/OR OTHER ORIGINAL FOUNDATION STRUCTURAL DEFICIENCY. IN SUCH CASES THE WARRANTY BECOMES INVALID.
- During the described work, sheetrock, wallpaper, bricks, pipes and other rigid materials may crack or shift. Contractor is not responsible or liable for repairs, decoration, electrical work, carpet, tile, hardwood flooring, cabinetry or the replacement or repair of any materials unless expressly specified in this Agreement.
 - 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 is required of any subsequent owners, without ownership interruption, paid to the contractor, and new owner must notify Contractor within three (3) months of taking ownership of the existing property. Failure to comply with these requirements within the 3 months will result in the warranty being voided.
 - Contractor 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 agreement and the rules 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.
9. EXCLUSIONS TO THE LIFETIME TRANSFERABLE WARRANTY: (Foundation Plus and pilings only)
- Heave or upward movement of the foundation due to soil expansion.
 - All areas outside the area of influence.
 - Damage caused by catastrophic occurrences.

9. EXCLUSIONS TO THE LIFETIME TRANSFERABLE WARRANTY: (Foundation Plus and pilings only)

- (1) Heave or upward movement of the foundation due to soil expansion.
- (2) All areas outside the area of influence.
- (3) Damage caused by catastrophic occurrences.
- (4) Any prior work to the foundation not performed by Contractor, or any work performed by Contractor that has been tampered with in any manner.

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 the contractor 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 the contractor, you must provide the contractor an opportunity to inspect and cure the defect as provided by Section 27.004, Property Code.

This agreement, in order to be binding upon Contractor, must be signed in the space provided below and one copy returned in this office within 30 days from the date shown above. Checks should be made payable to: ATLAS FOUNDATION REPAIR COMPANY.

Special Provisions: _____

Dubovich K Moore
Owner
Dick Moore
Owner

ATLAS FOUNDATION REPAIR COMPANY
Ed W. King
Contractor

ATLAS

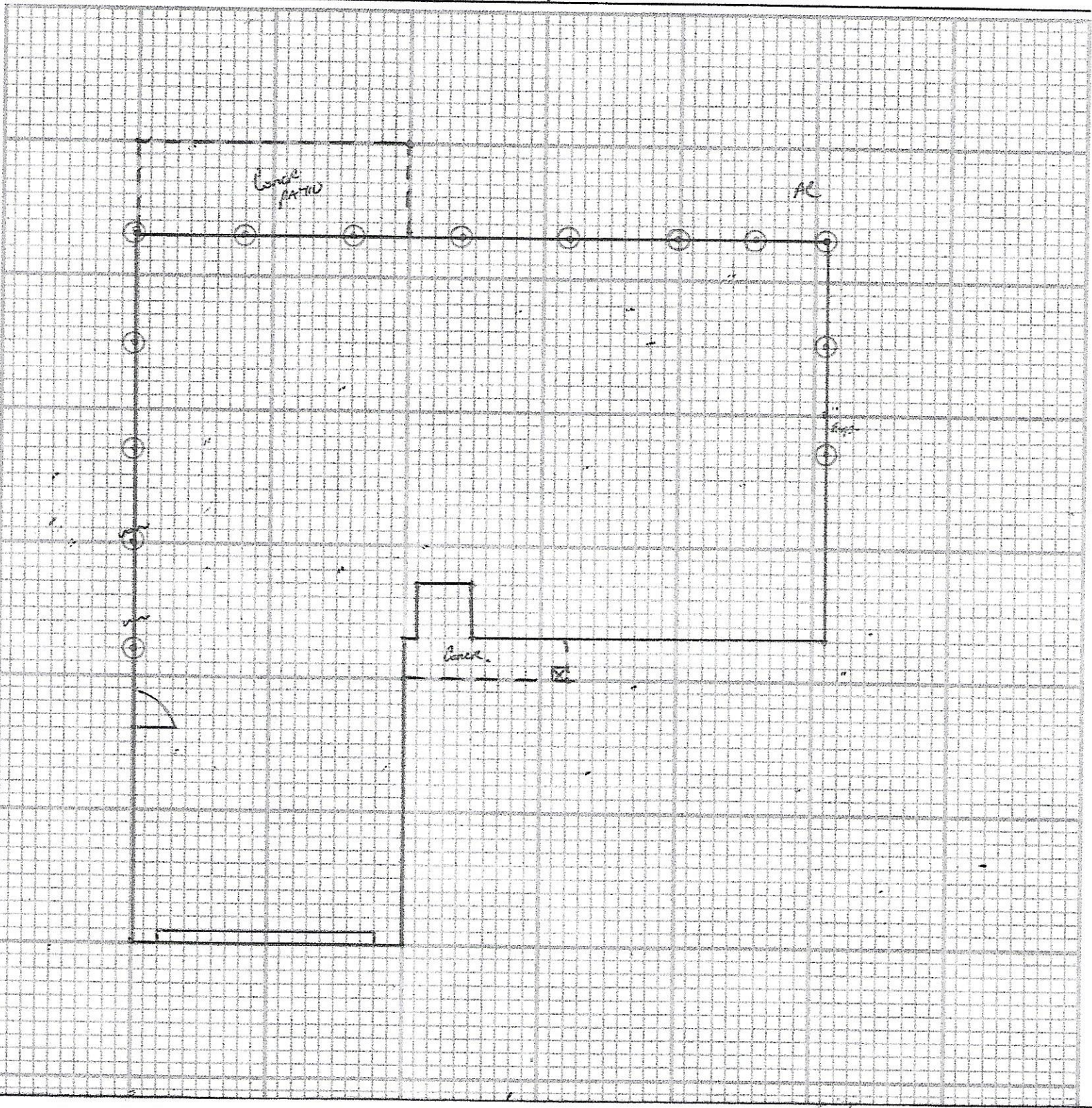
FOUNDATION REPAIR
713.641.4844

DATE: 11-9-11 KEY MAP# _____
 NAME: David Powell
 ADDRESS: 9730 Apple Ridge, 77070
 PH: 281-710-9412 WK PH: _____

OTHER: _____

STRUCTURE DESCRIPTION

Siding: Front B Back B Sides B
 Stories: 1 1-1/2 2 Other _____
 Foundation: Slab PT B&B P/B
 Beam Depth: _____ Lot Type Roz



LIFETIME TRANSFERABLE WARRANTY

Certificate No. 2011-0852

On November 21, 2011 this property had the
FOUNDATION PLUS system of foundation repair

David Moore

Of
9730 Appleridge Dr
Houston, TX 77070

If any adjustments are required during the life of the
structure, ATLAS FOUNDATION REPAIR will
make the recommended adjustments to the installed
system at no cost to the warranty holder.

Should major structural changes be made to the
property this warranty will no longer be valid, or
transferable.




Authorized Company Representative

November 28, 2011

Date

Sample Warranty Language

CABLE LOCK™ ST PLUS <warranty period> WARRANTY
This certifies that the Cable Lock™ ST PLUS Hybrid System of repair
has been installed on the property at

Address, City, State, ZIP

If any adjustments are required during the <warranty period> due to settling, Olshan will adjust areas previously underpinned by Olshan without cost to the owner, subject to the Cable Lock ST Plus Warranty Terms and Provisions.

This Warranty is completely transferrable to any and all future owners of this home subject to "Conditions of Transfer" outlined on reverse side.

CABLE LOCK ST PLUS WARRANTY TERMS AND PROVISIONS:

IMPORTANT FACTS CONCERNING YOUR WARRANTY:

Soil conditions in this area are such that some future shifting of the soil may occur, particularly during periods of extended dry weather, which may result in new or additional settling. Therefore, we do not guarantee that the structure will not experience additional movement. This warranty provides that Olshan will re-raise or adjust settled areas where the work has been installed with no cost for materials or labor to make the adjustment. Our warranty does not include adding additional underpinning in other areas.

If a building is partially underpinned, settlement may occur in areas not underpinned by Olshan such as the remainder of the perimeter and/or the interior of the building. Adjustments required due to movement in these other areas are not covered by our warranty and may require additional repairs at owner's cost.

If the work performed was a partial underpinning of the structure, then the remaining structure may move independently of the underpinned area creating a greater differential than if the entire structure was underpinned or no underpinning was done.

THIS WARRANTY EXCLUDES ALL OF THE FOLLOWING:

- All costs for Removal and Replacement of collateral structural or cosmetic components, including but not limited to floors, wall coverings, windows, decks, landscaping, or tunneling required to access our prior work.
- All damage caused by catastrophic occurrences and acts of God including, but not limited to earthquakes, floods, hurricanes, tornadoes, war, terrorism, fire, sink holes or mud slides.
- All work done by another party in areas where Contractor's work was performed. If work is performed on an area warranted by Contractor without Contractor's prior written approval, ALL WARRANTY for the repair is VOIDED.
- Any movement of the foundation not due to settlement such as "Heave" or "horizontal movement". "Heave" is defined as the swelling of the soils resulting in differential uplift of the structure and "horizontal movement" may be caused by soil erosion, creep and or slough of the soils. These conditions may be caused by excess moisture from plumbing leaks, poor drainage (surface and subsurface), flooding, rising water table, trees or their removal, or other causes. Maintaining proper drainage, plumbing and landscaping is the responsibility of the owner.
- All costs of redecorating, repairing or replacing of any materials or items not specifically incorporated in the product installed per the agreement. By example, it is possible that more stress fractures may develop and damage may result such as, but not limited to, sheetrock, wall plaster, tile, wooden members, roof, or other rigid materials and these items are not covered.

TRANSFERRING WARRANTY:

Upon satisfaction of the following conditions, the Warranty will be transferred by Owner to a subsequent purchaser of the Property. Representation of the Warranty to prospective buyers must disclose these conditions. Conditions for transfer: (1) Owner must provide Contractor an Olshan Request For Warranty Transfer form signed by both the New Owner and Prior Owner prior to the sale/purchase of the Property; (2) At Contractor's discretion, Contractor must be permitted access to the property to perform a limited assessment of the prior repairs covered by this warranty to determine if any intervening situations have occurred that must be corrected prior to transfer or that may have voided the warranty; (3) Contractor must be paid a \$100 transfer fee, and (4) the terms, conditions and provisions of the contract and warranty must be provided to new Owner. Upon satisfaction of the foregoing conditions and Contractor's approval of repairs of any intervening situations identified by the assessment, a written Confirmation of Transfer will be provided to New Owner by Contractor. Failure to comply with all of these requirements within 90 days of the sale/purchase will result in the warranty being voided.