

**RESIDENTIAL**

Date: 9-20-18

Tom Anderson  
302 Westwood Dr. Friendwood, TX 77546

Herein referred to as "Owner" agree that Contractor will furnish labor, equipment, and materials to perform the following described work to the above described premises.

<p><b>REPAIR OPTIONS</b></p> <p><input checked="" type="checkbox"/> A. Segmented Piling System    <input type="checkbox"/> Concrete    <input type="checkbox"/> Steel</p> <p>    <u>21</u> Exterior    _____ Interior</p> <p><input type="checkbox"/> B. Bell Bottom Piers</p> <p>    _____ Exterior    _____ Interior</p> <p><input type="checkbox"/> C. Tunneling – Optional (see other considerations)</p> <p>    _____ Linear Feet</p> <p>    _____ \$ <u>271.00</u>/month    <u>Approx. 36</u> months    (WAC)*</p> <p>    _____ \$ <u>502.00</u>/month    <u>18</u> months    (WAC)*</p> <p>    _____ \$ <u>9030.00</u>    total cash price; 50% when started; 50% upon completion</p>		<p><b>ASSOCIATED SERVICE AGREEMENT</b></p> <p><input type="checkbox"/> Lifetime Transferable Service Agreement Ten years Unconditional (\$75.00 per pier Adjusted for the CPI after 10 years)</p> <p><input checked="" type="checkbox"/> Lifetime Transferable Service Agreement Unconditional</p> <p>*WAC = with approved credit; payment amounts are approximate</p>
<p><u>9030 + 1400.00 = 10,430</u> <b>BUYER'S NOTICE OF RIGHT TO CANCEL</b></p> <p>This is a home solicitation sale, and if you do not want the goods or services, you may cancel this agreement by mailing a notice to the seller. This notice must indicate that you do not want the goods or services and must be postmarked before midnight of the third business day after you sign this agreement.</p> <p>The Buyer(s) hereby acknowledge receipt of this Notice of Buyer's Right to Cancel this _____ day of _____ 20____.</p>		
<p>By _____ Signature and Title</p>	<p>_____ Buyer</p> <p>_____ Buyer</p>	

2. Owner will provide Contractor with water and electricity.

3. Existing builder's piers that the Contractor must cut loose will be billed to Owner as an additional cost which will be priced on a case by case basis. \$/pier. The price of the steel pilings is limited to a depth of N/A feet. There is an additional charge of \$ N/A for each additional foot over N/A feet. Builders piers additional 150.00 to cut loose

4. The Contractor will temporarily remove plants and shrubs which obstruct pilings/pier installation. All plants and shrubs will be replanted, but The Contractor does not guarantee nor are we responsible for continued longevity. CONTRACTOR does not assume any responsibility for existing warranties that become void, as a result of the repairs. This includes a termite protection warranty. CONTRACTOR not responsible for the removal or replacement of floor coverings for installation of interior piles/piers.

5. IN FOUNDATION LEVELING, 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. EXCESSIVE WATER POOLING AROUND OR UNDER THE FOUNDATION, DUE TO (BUT NOT LIMITED TO) INADEQUATE DRAINAGE, PLUMBING LEAKS, SUB-SURFACE WATER, MAY RESULT IN THE SERVICE AGREEMENT BEING VOID.

6. MOLD AND OTHER CONTAMINANTS: Contractor and Owner expressly 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 negligence, arising in any way from exposure to or the presence, release, growth or origin of any microorganism, organic or inorganic contaminant including, but not limited to: mold, mildew, fungus, yeast, allergens, infectious agents, wet or dry rot, rust or lead occurring in any way as a result of the services provided and work performed. The provisions contained herein are expressly material to this Agreement and the "cost to the Owner" for the heretofore described "work" is determined in part by the agreement of the Owner to these provisions.

7. It is understood and agreed that in order to perform the above described work it is possible that the sheetrock, tile, brick, wallpaper, or other rigid materials may be damaged or need to be removed. The above figure does not include any redecorating, repairing, electrical work (to include replacing old breakers that may "burn out" during the repair process) or the replacement of any materials not called for in this Agreement. CONTRACTOR will call the proper agency for the utility lines to be located. Any Line not properly located is not the responsibility of the CONTRACTOR. The CONTRACTOR is not responsible for any damage caused because of rotted, deteriorated, and pre-existing conditions. CONTRACTOR is not responsible for plumbing leaks or breaks in plumbing pipes, broken utility lines or broken post-tension cables resulting from the excavation, installation or leveling of the pilings/piers, or from jack hammering the slab or concrete flat work. CONTRACTOR is not responsible for "direct burial" electric underground wires that are not sleeved in a protective conduit

8. The Owner may order extra work to be done not contemplated by this Agreement; in such event, a separate Agreement for such work shall be entered into between the Owner and the Contractor. No oral representation made by anyone can change or modify this Agreement.

9. This Agreement, in order to be binding upon CONTRACTOR, must be signed in the space provided below, and white copy returned to the office of contractor within 30 days from the date shown above.

10. Other Considerations: \*Recommend plumbing Test two week after L.Ct.  
\*option To Tunnel under front porch to install Piling.  
additional \$ ~~1400.00~~ 1400.00

This contract is subject to Chapter 27, Property Code. The provisions of that chapter may affect your right to recover damages arising from the performances of this contract. If you have a complaint concerning a construction defect arising from the performance of this contract and that defect has not been corrected through normal warranty service, you must provide the notice 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.

[Signature]  
Owner

[Signature]  
Date

**CHURCH FOUNDATION REPAIR**

\_\_\_\_\_  
Owner

\_\_\_\_\_  
Date

BY \_\_\_\_\_  
Contractor

# **LIFETIME SERVICE AGREEMENT**

## **UNCONDITIONAL:**

OWNER recognizes that soil conditions in this area are such that there may occur some future shifting of the soil. If any re-raising due to settling of the area of the structure on which CONTRACTOR performs the work, CONTRACTOR will re-raise settled areas where the above described pilings have been installed, without cost to OWNER for the lifetime of the structure. The removal and/or replacement of any type of floor covering for the adjustment of interior pilings shall be at OWNER'S expense. The Service Agreement does not cover any damages including, but not limited to, cosmetic damage to hard surfaces such as sheetrock, brick, mortar, tile; related to the settlement or the re-raising of the structure.

## **CONDITIONAL:**

OWNER recognizes that soil conditions in this area are such that there may occur some future shifting of the soil. If any re-raising of the area of the structure on which CONTRACTOR performs the work, due to settling the first 10 years after completion of the work provided for in this Agreement, CONTRACTOR will re-raise settled areas where the above described piers have been installed, without cost to OWNER. After the tenth year, should re-raising same area of the structure be required, CONTRACTOR will perform such service if requested by OWNER at a cost of \$75.00 per pier adjusted plus or minus the U. S. Government Consumer Price Index (All Commodities). The removal and/or replacement of any type of floor covering for the adjustment of interior piers shall be at Customer's expense. The Service Agreement does not cover any damage including, but not limited to cosmetic damage to hard surfaces such as sheetrock, brick, mortar, tile; related to the settlement or the re-raising of the structure.

## **TRANSFERABILITY:**

OWNER'S rights hereunder may be assigned to a purchaser of the property covered by this Agreement and all of the terms, provisions, and warranties provided herein shall be binding on CONTRACTOR, provided, however, OWNER or the purchaser must notify CONTRACTOR in writing of such transfer of ownership within thirty (30) days after the effective date of the transfer of title of the property, along with \$100.00 transfer of service agreement fee and a copy of the closing statement (HUD Statement).

By initialing here I accept the terms of the Lifetime Service Agreement: \_\_\_\_\_

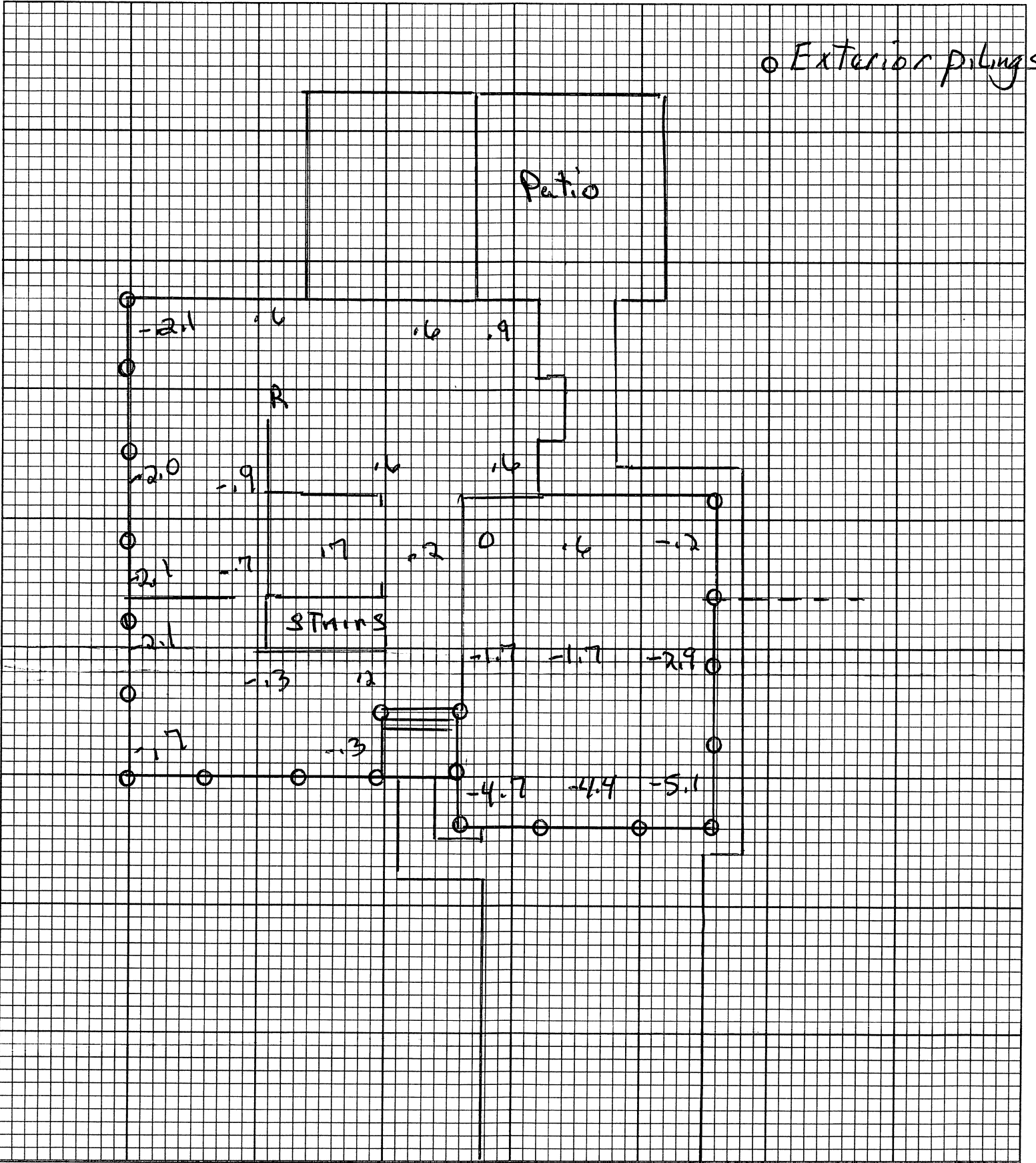
UPON EXECUTION OF THIS AGREEMENT, COMPLETION OF THE FOUNDATION REPAIR AND RECEIPT OF PAYMENT IN FULL, THIS DOCUMENT SERVES AS THE VALID "LIFETIME SERVICE AGREEMENT".

~~9-30-2021~~ (9-30-2021 Foundation adjustment)

Date: 9-20-18

Name: Tom Anderson Home Phone: \_\_\_\_\_  
Address: 302 Westwood Dr. Alternate Phone: 281-992-5759  
Friendswood TX 77546 Email: \_\_\_\_\_

# of Stories: 2 # of Breakouts: \_\_\_\_\_ #. of Piers/Pilings: \_\_\_\_\_ Exterior \_\_\_\_\_ Interior \_\_\_\_\_  
Key Map #: \_\_\_\_\_ Scale: \_\_\_\_\_ Proposal Amount: \$ \_\_\_\_\_



**Disclaimer:** All reports, test results, drawings, sketches, plans and other information concerning the project or proposed project (including without limitation any and all measurements, dimensions, square footages, specifications, fixture locations, defect locations, connections, and all other information set forth therein) constitute the proprietary information of Church Foundation Repair and are for the internal use of Church Foundation Repair only. In some instances such information is approximated. Accordingly, Church Foundation Repair makes no representations as to the accuracy of the foregoing information and third-parties rely on such information at their own risk.

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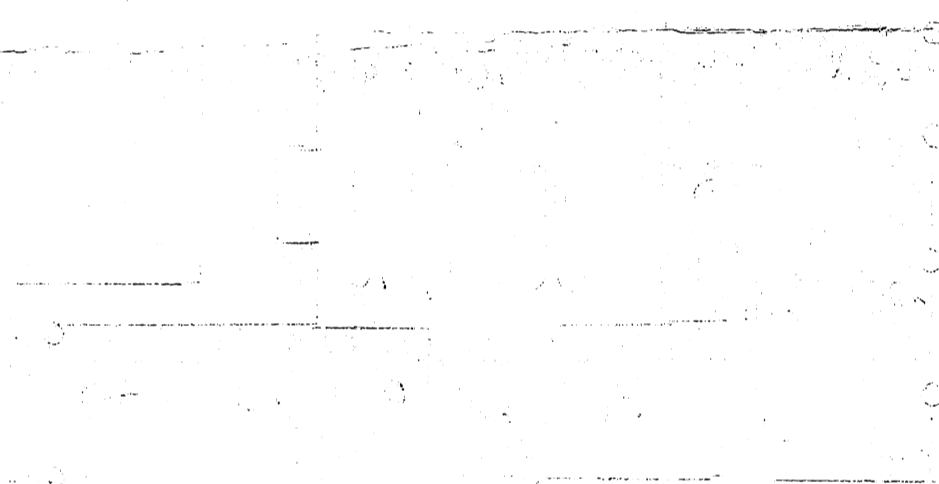
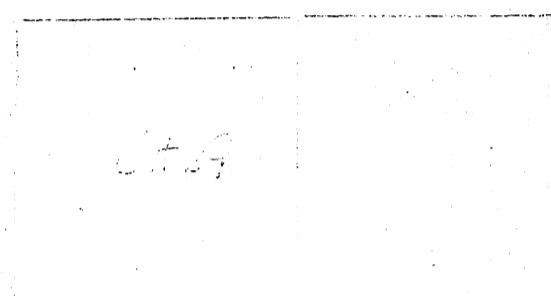
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