



**CHURCH**  
FOUNDATION REPAIR  
— A CHURCH FAMILY COMPANY —

August 3, 2023

Larry Mercer  
5711 Innsbruck St.  
Bellaire, TX 77401

Re: 5711 Innsbruck St., Bellaire, TX 77401

Job Number: 22931455 & 23934531

Dear Owner,

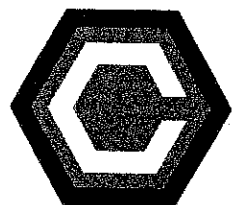
Church Foundation Repair has recently completed repairing your foundation. As stated in your contract, we facilitated the installation of **18** pilings at the approximate locations shown on the enclosed sketch. This information should be kept in a safe and convenient location for your future reference.

We at Church Foundation Repair demand quality in our workmanship and stand behind our work by offering a lifetime transferable service agreement. Enclosed is our agreement regarding the foundation repair work conducted on your property, the lifetime service and unlimited transferability provisions, our terms and conditions regarding the repairs, recommended watering maintenance program, and a transfer sheet should you ever choose to sell. Please note it is the owner's responsibility to maintain water saturation levels around your property.

Thank you for allowing Church Foundation Repair to perform the repairs at your property.

Sincerely,

Church Foundation Repair





**LIFETIME SERVICE AGREEMENT**

**DATE:** August 3, 2023

**OWNER:** Larry Mercer  
5711 Innsbruck St.  
Bellaire, TX 77401

**PROPERTY ADDRESS:** 5711 Innsbruck St., Bellaire, TX 77401

**JOB NUMBER:** 22931455 & 23934531

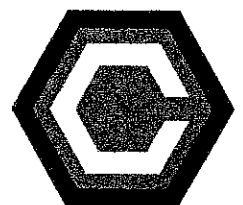
**WORK WAS PERFORMED:** May & July 2023

**SERVICE AGREEMENT:**

OWNER recognizes the soil conditions in this area, and that future shifting of the soil may occur. Should any re-raising be required on 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 first 10 years after completion of the work provided for in this Agreement. 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 the Customer's expense. The Lifetime Service Agreement does not cover any damage related to the settlement or the reraising of the structure. There is a 1-year service agreement on sump pump or under slab drain system installations that covers labor and materials and begins the date the work was completed. This agreement does not cover maintenance.

**TRANSFERABILITY:**

OWNER'S rights hereunder may be assigned to a purchaser of the property covered by this agreement and all of the terms and provisions, the Lifetime Service Agreement provided herein shall be binding on CONTRACTOR, provided; however, the purchaser must notify CONTRACTOR in writing of such change of ownership within thirty (30) days after the closing date by submitting a completed copy of the enclosed Service Agreement Transfer Form, a copy of the closing statement showing change in ownership, along with a \$100.00 transfer fee per job (or current transfer fee) in the form of a check or money order.





## RECOMMENDED WATERING MAINTENANCE PROGRAM

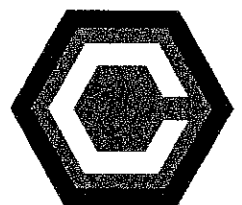
Due to constant changes in Texas weather, soil tends to swell and shrink often causing your home to move up and down. During times of excess rain, soil expansion occurs whereas during prolonged dry periods soil shrinkage occurs. To help prevent seasonal damage to your home, a controlled watering program must be followed that will prevent excessive changes in the moisture content of the nearby soil. There are several things to consider that contribute to large amounts of excess water or the potential for too much water being removed from the soil surrounding your home.

**Soil Expansion:** Planting shrubs and flower beds too near the foundation is not beneficial for multiple reasons. Areas where root structures of various flora accumulate are typically drier which allows for a higher potential of swelling than less dry areas. In wanting to keep these plants alive, homeowners will often opt to over saturate the soil which carries a high risk for soil expansion. The grading of a property also plays a large role in how much water accumulates around the base of a foundation. Proper adjustments for rain runoff should be considered when trying to combat soil expansion around your home.

**Soil Shrinkage:** Shade trees should be planted at a distance equal to the mature height of tree away from the foundation. One large tree can potentially remove up to 200 gallons of water from the soil daily. Trees planted too close to the home can potentially create dry pockets under the foundation where moisture is removed by their root structure. According to horticulturists root structures of many common types of shade trees will spread 2-3 times the size of the top of the tree or canopy but can reach out up to 5 times the size during dry conditions. Keeping your shade trees trimmed can help keep the root structures from invading your home's space.

### Maintenance Procedures:

1. Landscaping should be done on all sides of the foundation. Make sure you have a positive grade away from the foundation to assure proper drainage.
2. During hot, dry weather, the foundation needs much more water to maintain stability. During cold, damp weather, less water is needed.
3. A soaker hose should be placed on each side of the foundation, no farther than 12" from the edge of the foundation. This will allow for an even distribution of water to soak into the soil. (Do not place the soaker hose against the foundation. If soil has dried and cracked, water may travel along the cracks and accumulate at the bottom of the grade beam. If too much water collects under the foundation, the soil may become too wet and lose its load bearing capacity; therefore, causing your house to sink into the ground or the soil may swell under moderate amounts of water and cause that area to heave.)
4. During hot or dry months, proper watering will keep the soil from separating or pulling back from the foundation. We recommend watering daily these months to keep the soil under the foundation at a consistent moisture rate. **Remember, the goal of a watering program is to maintain a constant level of moisture in the soil near and under the house.**





## TERMS AND CONDITIONS

### TRANSFER OF SERVICE AGREEMENT

In the event that a change in ownership occurs, transfer of this service agreement to a new OWNER or OWNERS must be completed no later than thirty (30) days after the closing date. To transfer the service agreement, a Service Agreement Transfer Form, a copy of the closing statement showing change in ownership, and a \$100 transfer fee per job (or the current transfer fee) in the form of check or money order, must be sent to the address 2121 Brittmoore Rd, Ste. 5500 Houston, TX 77043. So long as the provisions of this paragraph are met, there is no limit to the number of transfers that can be made.

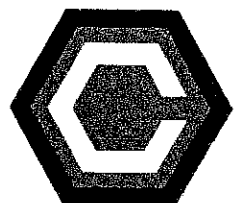
***IF TRANSFER IS NOT COMPLETED WITHIN THIRTY (30) DAYS AFTER THE CLOSING DATE, THIS SERVICE AGREEMENT IS NULL AND VOID.***

### **THIS SERVICE AGREEMENT SHALL BE NULL AND VOID IF:**

1. Full payment is not made by completion of work as specified, unless otherwise agreed to in writing on the contract.
2. The structure is sited on a fault or is affected by an earthquake or flood.
3. The foundation is undermined (i.e., unaddressed plumbing leaks, soil slumping, eroding, creek beds, excavations, etc.)
4. Underground facilities or swimming pools are installed within a horizontal distance from the foundation equal to or less than the underground facility of swimming pool depth.
5. The natural eroding of existing structure.
6. Any accidental or intentional damage, fire, flood, windstorm, tornado, or other acts of nature occur.
7. Any party other than Church Foundation Repair adjusts or modifies the piers/pilings installed by Church Foundation Repair
8. The structure is partially or completely dismantled, razed, or demolished.
9. Additional story is added to the structure, or changes of a similar scope are made without the prior written approval of Church Foundation Repair, when such changes would affect loads on the foundation.

### ARBITRATION OF DISPUTES

In the event that the Owner and COMPANY cannot agree that the movement in the foundation has been controlled and settlement is within the tolerances specified above, it is specifically agreed by the acceptance of this service agreement that the matter shall be determined by binding arbitration. Each party shall select one (1) arbitrator who shall be a Registered Professional Civil or Structural Engineer, experienced in the field of shallow foundations and engaged solely in the private practice of his or her profession. If the 2 selected engineers cannot reach agreement, then an Arbitrator of like qualifications shall be selected by the American Arbitration Association, or any success or thereto, on application of either party. Arbitration shall be conducted in accordance with the prevailing rules of the American Arbitration Association or any successor thereto.





**SERVICE AGREEMENT TRANSFER FORM**

Date of Transfer: \_\_\_\_\_

\*Please provide proof of transfer from closing documents.

Property Address: \_\_\_\_\_

Previous Owner: \_\_\_\_\_

New Owner Name (printed) \_\_\_\_\_

New Owner Signature \_\_\_\_\_ Date Signed: \_\_\_\_\_

Mailing Address (if different than above) \_\_\_\_\_

\_\_\_\_\_  
 New Owner Phone: \_\_\_\_\_

New Owner Email: \_\_\_\_\_

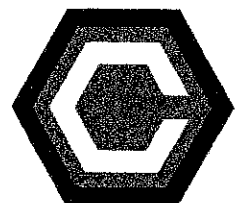
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NOTE: This service agreement covers existing, contracted work performed by Church Foundation Repair only. The future performance of any foundation, including future movement and/or the need for additional pilings cannot be predicted due to variables out of the control of Church Foundation Repair.

**For Office Use Only:**

Processing Employee: \_\_\_\_\_ Date: \_\_\_\_\_





**CHURCH**  
 FOUNDATION REPAIR  
 — A CHURCH FAMILY COMPANY —

713.468.8400  
 214.389.1500  
 512.501.9959  
 210.421.5600  
 888.898.3616

Larry Mercer  
 5711 Innsbruck St.  
 Houston, TX 77401  
 12-1-2022  
 Estimator: John Nieman

**Segmented Piles**

Concrete \_\_\_ Steel \_\_\_ Exterior \_\_\_ Interior \_\_\_

**Tunneling**

Linear Feet \_\_\_

**Repair Drawing 5711**

**Adjustments**

- △ Existing Pilings
  - Break outs
  - ⊗ Interior Pilings
  - Exterior Piling
- Unit #5713

Unit #5707

Unit #5709

Unit #5711

