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Nov 7, 2018

DRAWING SCALE:

LONNIE HARTMAN
14114 JUPITER HILLS
HOUSTON TX 77069
281-682-0599

11/2/18 KEY MAP

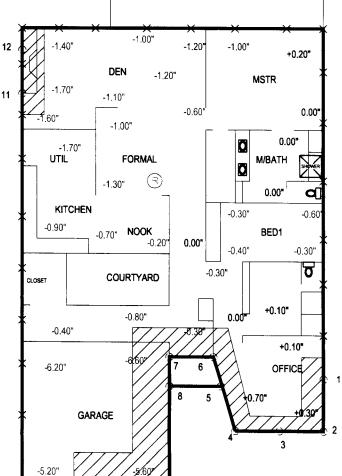
 \times PREVIOUS WORK NOT UNDER WARRANTY

Lonnie Lee Hartman Jr

 $_{\odot}$ PREVIOUS WORK WILL BE UNDER NEW LIFETIME SERVICE AGREEMENT

WOOD-DECK

-1,00"





5902 W 34th St Houston, TX 77092 713-223-1900 Direct Dial 713-895-8160 Fax

Agreement / Contract

OLSHAN FOUNDATION REPAIR CO of HOUSTON, LLC (dba 'Olshan Foundation Solutions'), hereinafter called CONTRACTOR, enters into this agreement on this 7th day of November 2018, with:

LONNIE HARTMAN

, hereinafter called OWNER to provide

labor, equipment, and materials for the work described herein upon the structure located at:

14114 JUPITER HILLS, HOUSTON, Texas 77069.

Owner's Contact Number: 281-682-0599 Alternate Number: 000-000-0000 Foundation Underpinning (Scope of Work) Owner has requested to MODIFY the Repair Plan- OWNER INITIAL HERE> REPAIR PLAN: at Total Cost of \$250.00 MODIFIED REPAIR PLAN: at Total Cost of n/a MODIFICATIONS TO REPAIR PLAN SPECIAL PROVISIONS <> <> Cowner to receive a Lifetime Service Agreement Warranty on previously installed repairs as per the CAD attachment (Addendum "A"), subject to the terms and conditions of this contract and the sample warranty provided to 000 Note: Possible Additional Charges (if needed, during initial job): Remove Previous Work / Concrete \$125 per Hour Steel Support / Angle Iron \$40 per piling Generator Rental \$75 per day 250.00 Owner has selected the REPAIR PLAN with a TOTAL COST to the OWNER of: <u>s</u> **Other Special Provisions** \$ Other Cost Adjustments - brief description>> TOTAL AGREEMENT COST >> \$ 250.00 Deposit \$ Sales Tax 8.25% Net Amount Due from Customer per payment terms below \$ 250.00 Payment Terms: of for services to be paid (1/2) \$125.00 Due before work starts (1/2) \$125.00 Due upon completion And the second s This agreement is subject to Chapter 27 of the Texas Property Code. The provisions of that chapter may affect your right to recover damages from the performance of this centract. If you have a complaint concerning a construction defect arising from the performance of this centract and that defect has not been corrected through existing warranty service, you must provide notice regarding the defect to the contractor by certified mail, not later than the 60th day before the date you file suit in a court of law. If requested by Contractor, you must provide an opportunity to inspect & cure the defect pursuant to Section 27.004, Texas Property Code. LIMITED WARRANTY: UNLESS A LONGER WARRANTY PERIOD IS SPECIFIED, CONTRACTOR WARRANTS THE WORKMANSHIP OF THE INSTALLATION FOR ONE YEAR FROM ITS COMPLETION DATE. DURING THE WARRANTY PERIOD. CONTRACTOR WILL REPAIR AT NO CHARGE TO YOU, ANY DEFECTS DUE TO FAULTY WORKMANSHIP. CONTRACTOR'S WARRANTY EXCLUDES INDIRECT OR CONSEQUENTIAL DAMAGES, DAMAGE CAUSED BY ABUSE, MISUSE, NEGLECT. WORK PERFORMED BY OTHERS, OR IMPROPER CARE/CLEANING. YOU MAY HAVE OTHER RIGHTS UNDER APPLICABLE LAW. MECHANICAL AND ELECTRICAL PARTS ARE COVERED BY AND LIMITED TO MANUFACTURER'S WARRANTY AND ARE NOT WARRANTED BY CONTRACTOR. This signed AGREEMENT, the attached TERMS and CONDITIONS, Warranties provided and drawings (Addendum A) collectively shall represent the Contract/Agreement for repairs with the OV To the extent there is a conflict between documents, the AGREEMENT shall control. This Agreement must be signed, returned to the office and signed by Contractor within 30 days to be binding upon both parties. I have read and initialed confirming my understation of this Agreement. By signing below, I agree with and will abide by the terms and conditions set forth in this Agreement, and authorize Contractor to perform the work specified. Lonnie Lee Hartman Jr Nov 7, 2018 Prepared By: Shannon Gibbs 281-824-9061

General Manager (Contractor)