

904 W 18TH STREET UNIT E
PREVIOUS REPAIRS & MAINTENANCE RECEIPTS / INVOICES

- March 2019 - Stucco repairs performed by Stillo Construction. Scope of work for stucco & substrate, balcony repair, door pan replacement, kick out flashing, sealant and soffit drainage – 12 pages attached.

- June 2021 - Preventative roof maintenance on whole roof by Monarch Roofing (June 2021) – 2 leaks reported - caulked and sealed plumbing jack and furnace pipe. – 1 page attached

- April 2022 - Village Plumbing and Air – HVAC inspection on both units, flushed both drain lines, checked furnace components, check evaporator coil, checked condenser controlling components and refrigerant levels. Replaced both capacitors at the condenser. – 2 pages attached.



JULI MOORE



26110 Clay Rd.
Katy, TX 77493
Phone: 281-579-9014
Fax: 281-579-9041

**AGREEMENT BETWEEN BRENDAN BEAL AND
STILLO CONSTRUCTION, LLC
FOR EXTERIOR IMPROVEMENT LISTED BELOW**

THIS AGREEMENT made the 27th day of February 2019, by and between STILLO CONSTRUCTION, LLC, hereinafter called the Contractor or Stillo and Brendan Beal, hereinafter called the Owner. WITNESSETH, that the Owner and the Contractor for the consideration named agree as follows:

ARTICLE 1: SCOPE OF THE WORK

The Contractor shall furnish all the materials and perform all of the work shown on and described as follows:

STUCCO AND SUBSTRATE REPLACEMENT SCOPE OF WORK:

1. If needed, pull and post city construction permits as required. Schedule and wait for inspector all day until arrival. Inspections to be scheduled are framing, wind storm, insulation, 1/2" CDX plywood substrate nailing pattern, fire wall if required, 2.5 wire lath installation and building final. Each city code inspection fee is \$250.00 x 4 / \$1000.00 plus the construction permit fee at an average of \$450.00. Totals \$1,450.00
2. Erect walk through 3'x6' scaffolding to the elevations being mentioned below.
3. Cover and protect all grounds with 6-mil poly also OSB plywood in some areas.
4. Remove stucco and substrate from walls with substrate conditions such as soft, semi soft and none:
 - Locations #7 & #8 on photo #1. Includes **RED** shaded areas.
 - **Please note that if the wood rot continues past the area allowed for, a change order of \$32.50 per SF will be charged. The area allowed for is only up until the nearest penetrations.**
 - Structural beams running perpendicular effected will result to an additional charge of \$4,500.00 and \$6,500.00 per beam. Final cost may depend on the length of the beam and the complexity of to access the same. This does not include interior drywall repairs of any kind. Damaged structural beams at garage headers will cost an additional \$3,850.00 to remove and replace. An additional \$850.00 site visit, and stamped engineer letter fee may apply if the building code official requires it to be necessary.
5. All stucco is to be removed on recommended areas until firm wood is found. Once firm wood is found, will proceed to remove an approximate 16" of stucco. The last 4" will be hammered along the edge to create jagged edges and also to expose the existing wire mesh.
6. Remove and replace damaged framing members with new yellow pine 2x6's.
7. Remove and replace damaged substrate with new 1/2 CDX plywood.
8. Install double ply Jumbo-Tech felt paper moisture barrier over the replaced plywood.
9. Install new 2.5 galvanized lath using 1 1/4 crown staples 6" apart to every vertical framing member. Existing metal wire lath will overlap the new lath by no less than 2'-4" to each direction.
10. Install galvanized corner beads using 1" galvanized nails.
11. Install weep screed on all wall to slab transitions and as needed.
12. Install zinc control joints on all areas required.
13. Apply a 3/4" stucco system using one-part Portland, 2-part masonry mixed with torpedo sand. Stucco is installed in 3 phases described as scratch, brown and finish coat. Basecoat mixed with Portland cement is applied before the finish coat as required for bucket finishes. The cement basecoat and stucco finishes are extended to the nearest corner or natural break. Fabric mesh will be fully embedded on to basecoat on all new to existing stucco transitions.
14. Custom match existing wall color at the nearest Sherwin Williams fee. Please be advised that match may not be close to perfect but will try to match as close as possible.
15. Prime new stucco walls with Sherwin Williams stucco block filler primer. Apply one coat of Sherwin Williams Super Paint up to the nearest control joint, corner or natural break in the wall. Sherwin Williams Conflex is to be used on Complete Stucco Painting type jobs.



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BALCONY REPAIR SCOPE OF WORK:

1. Erect scaffolding to access 2nd floor balcony.
2. Remove and reset railing after job completion.
3. Completely demo and haul away tile in order to properly waterproof with bitumen roofing system.
4. Remove approximately 12” of stucco from the inner perimeter of the balcony in order to install a 6"x6" stainless steel L-flashing.
5. Project manager is to inspect that balcony door opens and closes correctly.
6. Waterproof balcony subfloor with GAF Dry-in, followed by MBA and modified bitumen roof system.
7. Pour a 1” bed of concrete over wire liquid nailed 2.5-wire lath.
8. Roll a coat of HLM 5000 Elastomeric coating that will serve as an additional moisture barrier over the new concrete.
9. Install 4”x4” stainless steel L-Flashing along the outer edge of the balcony.
10. Install 30LB Jumbo Tech felt paper over the plywood to serve as a moisture barrier under the stucco on the face of the balcony.
11. Install a new 3-coat stucco system along the inner perimeter to match existing as close as possible.
12. Install new exterior porcelain tile that simulates natural slate. Sample pallet will be provided.
13. Seal new sanded grout approximately 24 hrs. after application using Dupon Pro sealer.
14. We strongly advise to install Trex Decking System instead of tile and grout that requires yearly maintenance to seal the grout.
15. Does not include modifications to the railing as it may be rusted out, being that they are embedded in the balcony tile. Please be advised that an additional charge of \$650 per balcony railing may apply if the balcony railings must be adjusted and or the balcony railing legs are rusted.

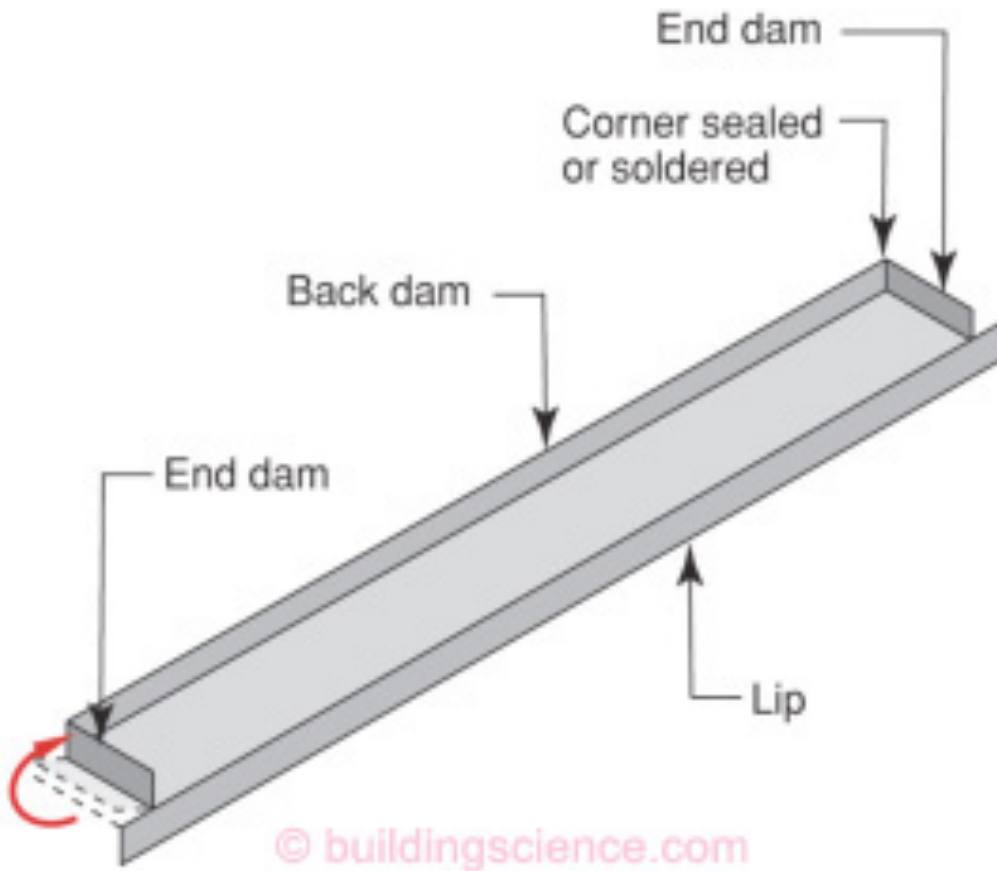




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DOOR PAN REPLACEMENT SCOPE OF WORK:

1. Remove existing doors and frame.
2. Project manager is to inspect the existing condition of the door and inform homeowner of any deficiencies if applicable.
3. Install new 24 GA stainless metal pan.
4. Reinstall the 2 existing doors that were removed for the door pan installation.
5. Remove and reinstall interior moldings.
6. Apply caulk at the drywall to door trim transitions. Estimate does not include interior painting or drywall repair caused by the door removal and reinstall.

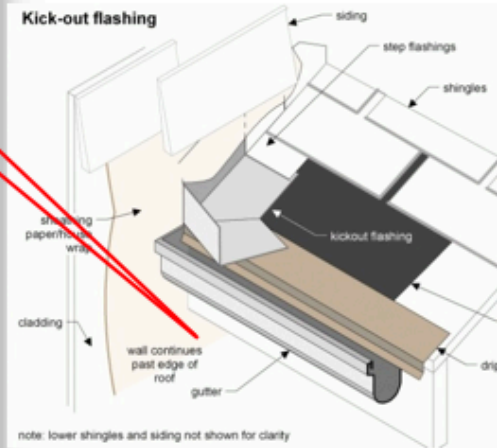




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KICK OUT FLASHING SCOPE OF WORK:

1. Cover floor around work area with 6-mil poly.
2. Remove and reset gutter as needed.
3. Remove and haul away approximately 16"x16" of stucco.
4. Install Wind-Lock prefabricated Kick-Out with solder seems.
5. Install new Tyvek stucco wrap and double ply grade D building felt paper.
6. Install new 2.5 galvanized wire lath over existing metal lath over lapping 2in. each way.
7. On site mix and apply new stucco on the 16"x16" area removed.
8. Apply stucco texture/finish coat to match as close as possible.
9. Roll one coat of stucco primer and one coat of SW Duro Craft paint to match existing color as close as possible. Extend paint or acrylic finish coat to the nearest control joint, seam or corner. Stillo CANNOT guaranty an exact match of the stucco color but will try to get as close as possible.

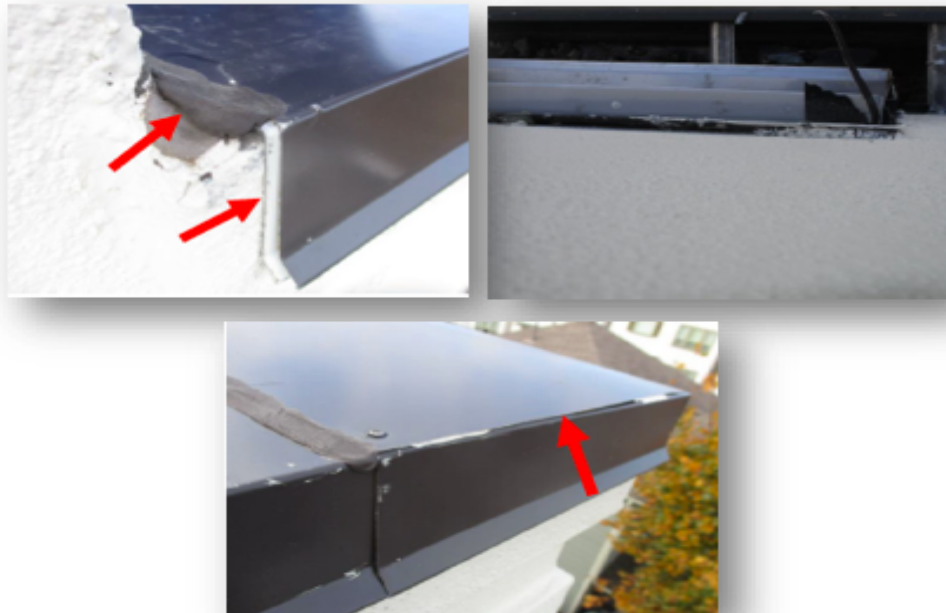




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SEALANT SCOPE OF WORK:

1. Remove all deteriorated sealants throughout prior to applying NP-1 polyurethane sealant or Sonmolastic 150 VLM around all of the following:
 - All stucco accent bands to window transitions.
 - All HardiPlank siding window to stucco transitions. *If applicable.*
 - All HardiPlank siding penetrations. *If Applicable.* Not including siding seams where the sidings abuts to each other.
 - All door trim to window transition. Including garage door.
 - All door construction miters. Threshold to doorframe transitions.
 - All utility breaches such as hose bibs, lamps, gas lines, electrical meter box, etc.
 - Around kick out flashings.
 - The top of all flat stucco accent bands.
 - Balcony penetrations, bolts and railing termination.
 - Stucco to dissimilar material.
 - Metal caps.
 - Gaps at the cementious fiber board panels.
 - "Kant" bead sealant joint at all stucco to flat work terminations.
 - Minor cracks noted on report. Please be advised this may be highly noticeable and is included here as a courtesy. Sealant price is **NOT** affected by removing this line item. If its determined that crack is too big to be sealed an additional cost to repair it will be provided.
 - Please be advised that Owner may have to ask neighbor for permission for Stillo to set ladders on their side of the property. In due case that permission is not granted, a scaffolding fee will apply to this bill of \$1500.00
 - Please be advised that complete removal of the existing caulking will not be feasible. It shall be removed on areas deteriorated only.
 - An exact match of the NP-1 polyurethane sealant to the stucco body or trim will not be feasible as there are only 9 colors available.

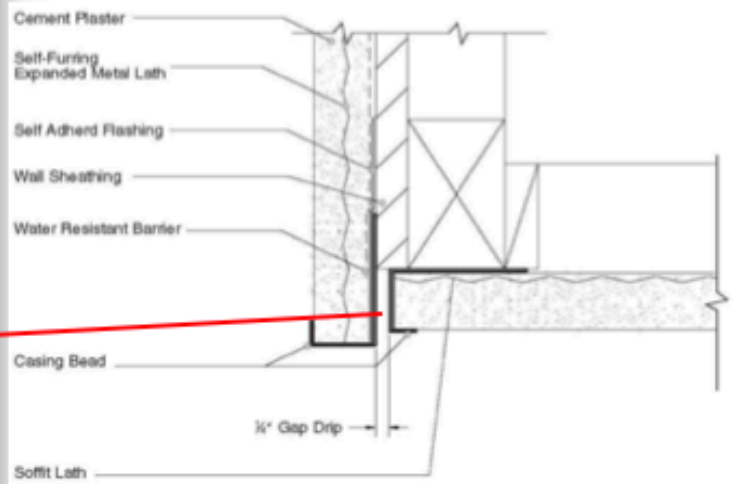




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SOFFIT DRAINAGE SCOPE OF WORK:

1. Erect scaffolding as necessary.
2. Cover and protect all grounds with 6-mil poly.
3. Remove approximately 8" from each side of the outside corner-cantilevered wall.
4. Existing moisture barrier will overlap our newly installed double ply Jumbo-Tech felt paper in a roof shingle style fashion.
5. Install new plaster-stops by leaving a ¼ gap to allow for proper drainage.
6. Install new 2.5 galvanized lath using 1 1/4 crown staples. Existing metal wire lath will overlap the new lath by no less than 2" each way.
7. Apply a 3/4" stucco system. Existing stucco is to be demo jagged and with the edges grinded approximately 1" to expose each layer previously applied.
8. Apply cement basecoat to the nearest joint, corner or natural break. Fabric mesh will be fully embedded on to basecoat on all new to existing stucco transitions.
9. Apply stucco finish/texture coat to match as close as possible.
10. Prime newly applied stucco and paint to the nearest control joint, corner or natural break.





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ARTICLE 2: THE CONTRACT PRICE

ITEMIZED COSTS	QTY	UNIT PRICE	AMOUNT
Stucco and Substrate Replacement Scope of Work	1	\$3,475.00	\$3,475.00
Painting Fee (Repaired areas ONLY)	1	\$312.00	\$312.00
Balcony Repair Scope Of Work	1	\$3,518.00	\$3,518.00
Door Pan Replacement Scope Of Work	1	\$1,150.00	\$1,150.00
Kick Out Flashing Scope Of Work	2	\$1,080.00	\$2,160.00
Sealant Scope of Work	1	\$2,378.00	\$2,378.00
Soffit Drainage Scope of Work (Included in the SSR)	1	\$0.00	\$0.00
Deposit	1	-\$500.00	-\$500.00
<i>We appreciate your business!</i>	TOTAL CONTRACT		\$12,493.00

CHECKS ARE TO BE MADE OUT TO STILLO CONSTRUCTION, LLC.

ARTICLE 3: PROGRESS PAYMENTS

Payments of the Contract Prices shall be paid in the following manner:

PREPAID \$14,443.00

DRAW	AMOUNT
35% Due upon commencement	\$4,372.55
45% Due upon completion of wood rot replacement	\$5,621.85
20% Due upon full completion	\$2,498.60

ARTICLE 4: WARRANTY



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Contractor warrants that the Scope of the Work and each component thereof shall be free from defects (including, without limitation, water intrusion) in material and workmanship for two (2) years following the completion of the Scope of the Work. During the warranty period, Contractor shall at its own cost and expense, correct any defects in materials and workmanship. In the event that there is no weather barrier present, or any other unconventional stucco applications; Warranty will be void.

2-year limited transferable warranty pertains to the work performed at:
904 W 18th St. Houston, TX. 77008
Bbeal10@gmail.com

ARTICLE 5: WARRANTY TERMS

1. Warranty is transferable.
2. Owner has 30 days to report any warranty issues from the time of said event.
3. Yearly inspection must be performed by one of the third-party stucco inspectors mentioned below:
 - Lone Star Stucco Inspections
 - Stucco Spec
 - Stucco Check Inspections
 - Hedderman Engineering
 - Fox Inspection Group
 - Lynn L.K. DeGeorge
 - Exterior Inspections
 - Bryan and Bryan
 - Houston Inspections.
4. Option to extend Warranty another two (2) years with Stillo Yearly Visual Inspection Agreement. Said agreement costs \$350.00 yearly. First payment is due immediately upon completion of work. Any cost for sealants replacements will be at a prorated added cost as needed.

ARTICLE 6: SCHEDULE AND COMMENCEMENT DATE

Time is of the essence in the performance of the Scope of the Work. Within two calendar days after the Commencement Date, Contractor agrees to begin the work at the site. Assuming no additional work is added, or any inclement weather occurs, Contractor shall complete the Scope of the Work no later than approximately 28 calendar days after the Commencement Date. Contractor shall not be liable for any delay due to circumstances beyond its control, including weather, strikes or general unavailability of materials.

Commencement Date: **March 4th 2019**

ARTICLE 7: THE CONTRACT DOCUMENTS



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The Contract Documents consist of this Agreement, other documents listed in this Agreement and/or Modifications issued after the execution of this Agreement. These form the Contract and are as fully a part of the Contract as if attached to this Agreement. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral, and, therefore, will affect completion dates proportionately.

ARTICLE 8: EXCLUSIONS:

1. Landscaping: The nature of our work requires at least 5 - 6 feet of clearance between walls and existing landscaping. Even though reasonable effort will be exercised to protect existing landscaping, all responsibility for any damages whatsoever to landscaping, including but not limited to plants, shrubs, trees, mulch, etc. is hereby expressly denied.
2. Interior Damage: Upon removal of the existing stucco facade, damaged/rotted plywood substrate and framing members, possible damage to the interior finishes should be considered. Interior damage repair is NOT included in this Contract and is hereby denied.
3. Dust: Upon removal of the existing stucco facade, loud pounding is inevitable. Dust inside the property is also to be considered. In such event, interior cleaning costs are hereby denied.
4. Color & Texture Match: Although diligent efforts will be made to match the repaired areas to the existing stucco color and finish texture, a perfect match is basically unattainable and cannot be guaranteed. A perfect match in the finish texture can only be achieved by recoating all adjacent wall areas. This Contract does not include recoating all stucco wall areas unless otherwise noted on the Scope of the Work.
5. Driveway: Due to the fact that some driveways may not have been constructed with the proper rebar structure, the tensile strength of the concrete may not be suitable to sustain the weight of the materials that must be delivered to the jobsite. Therefore, Contractor will not be responsible for cracks or damages to the driveway while loading and unloading heavy materials and/or equipment during the work process.
6. Security System: In the process of implementing the Scope of the Work, if there is an existing security system, Contractor will perform a simple disconnect and reconnect upon completion of work of the system at Owners' risk. In the event that a wiring problem occurs, Owner will contact its security system provider for proper rewiring at Owner's expense.
7. Contractor will not be responsible for damages to roof shingles or rain gutters.
8. No back charge will be paid or accepted unless prior note of back charge is given with a firm estimate of back charge and a chance for the Project Manager to review matter.

ARTICLE 9: CHANGE ORDERS:

1. Any changes to the Agreement, hereinafter called Change Order, including, without limitation, the Scope of the Work or Contract Price, shall be agreed to in writing and will be an extension of the Agreement.
2. All Change Orders shall be signed by the Owner via DocuSign.
3. Additions and deductions pursuant to a Change Order shall be assessed when additional work is assigned.
4. Change Orders shall be paid in the same fashion as the Progress Payments schedule on the Agreement.
5. If Owner declines to sign any or all Change Orders, Project Manager will require signature from Owner stating that said Change Order was denied.



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ARTICLE 10: CONTRACTOR RESPONSIBILITIES:

1. Scaffolding will be erected as per OSHA requirements.
2. Scope of the Work shall be performed using the highest degree of skill, care and workmanship. Contractor recognizes and agrees that the Contract Price has been based upon such skill, care and workmanship.
3. Contractor agrees that it will provide all tools and equipment for performing the Scope of the Work at its own cost.
4. Contractor shall inform Owner if any additional damage is found, such as wood destroying insects. Contractor is not responsible for locating or repairing said damage.
5. Contractor agrees to keep premises clean of debris throughout the general Scope of The Work. Construction debris shall be placed inside an 8'x8' plywood containment.
6. Contractor shall provide for portable toilets for its workers. Such provision does not apply to all projects. Discounts for not placing portable toilet for workers is denied.
7. Insurance certificate reflecting General Liability Insurance and Workmen's Compensation will be provided upon request.
8. We propose hereby to furnish all material and labor in order to complete the Scope of the Work in accordance with its specifications for the Contract Price.
9. All material is guaranteed to be as specified. All work to be completed in a workman like manner according to standard practices.

ARTICLE 11: OWNER RESPONSIBILITIES:

1. Contract must be signed prior to start of job.
2. Owner to carry fire, tornado, and other necessary insurance.
3. If objects obstruct access to surfaces being worked on, customer shall remove and replace any such at its sole expense.
4. For such projects that involves work directly above the garage, vehicles must be kept out of the garage for the full duration of the project.
5. Owner or any other person not a part of Stillo Construction, shall not attempt to direct workers on the site, exclude them from the site, demand work from them, remove the permit from the site or interfere in any way with the Contractor's work.
6. Owner must remove any and all items of value from the work area, including on the interior of the house, prior to commencement of Scope of the Work. Contractor will not be responsible for any damage to said valuables.
7. Progress draws are required prior to moving on to the next stage of the scope of work.

ARTICLE 12: TERMS AND CONDITIONS:

1. Upon removing and resetting the windows as needed, there may be a 1/2" gap between the sheetrock and the window. This provision will apply only if the framing members are completed rotted out around the windows.
2. In addition to the above repairs, continual proper maintenance is critical to the future integrity of stucco systems. It is recommended that Owner performs or contracts to have routine maintenance performed on, at least, an annual basis. These procedures include (but are not limited to) maintaining sealants at all terminations and penetrations, cleaning debris from sensitive areas (such as gutters and flashings) and performing moisture analysis to ensure the continued integrity of the system.
3. Indemnification (Hold Harmless) Clause: Contractor shall indemnify, hold harmless and defend Owner for all losses, damages, costs and expenses (including, but not limited to, reasonable attorney's fees and litigation or arbitration expenses) to the extent such losses, damages, costs and expenses result or arise from (i) personal injury or death of any person or property damage that arise from or are related to the Work, (ii) failure by the Contractor to pay any subcontractor, and (iii) mechanic's, material man's and similar liens and encumbrances (provided that



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Owner shall have paid the amount or amounts owing Article 2). Agreement and Governing Law. This Agreement contains all of the agreements between the parties. The Agreement may be modified only upon written consent of both parties. This Agreement is shell be construed by, subject to, and governed in accordance with laws of the State of Texas. Venue for any matter or controversy or litigation relative to this agreement is convenient to and shall be in Harris County Texas where the majority of the services under this Agreement shall be performed.

- 4. Excess Material: In order to ensure there is enough material to do the work, Contractor may order more material than may be necessary to complete said work. Any excess materials will not result in a change of the agreed upon contract price. All materials remaining after completion of the work shall belong to Stillo Construction
- 5. In the event that either party defaults in performing any covenant hereof, the non-defaulting party shall deliver to the defaulting party of default specifying the default and requesting the correction thereof. In the event it is not corrected within ten (10) days after receipt of said notice the non-defaulting party shall have all remedies of law and in equity for said default. In addition to any other remedy for default provided for herein or at TEXAS law, Contractor shall have the right, but not the obligation to suspend or terminate its work, to retain all deposits then held and to peacefully repossess all material previously delivered or installed for which payment has not been made in full, to remove its equipment from the job site and terminate this agreement.
- 6. This agreement is to be governed by the laws of TEXAS. The parties intentionally waive the right of a jury trial, in any litigation arising under this agreement, the prevailing party shall recover its attorney fees and costs.
- 7. The parties hereto agree to arbitrate any dispute, claim or liability between themselves by Binding Arbitration pursuant the Texas Arbitration WHEREFORE, the parties hereto have caused this Agreement to be executed the date first set forth above.

Stillo Construction, LLC

DocuSigned by:

By: Braulio Castillo 3/1/2019
~~Braulio Castillo~~ Date

Title: Stillo President

DocuSigned by:

By: Branden Beal 2/28/2019
~~Brandan Beal~~ Date

Home Owner



Monarch Roofing LLC
1010 Oxford St.
Houston, TX 77008 US
832-215-0987
shane@monarch-roofing.com
www.monarch-roofing.com

INVOICE

BILL TO

Brendan Beal
904 W. 18th St.
Houston, Texas 77008
United States

INVOICE # 2012-3772

DATE 06/17/2021

DUE DATE 06/17/2021

TERMS Due on receipt

ACTIVITY	QTY	RATE	AMOUNT
Preventative Maintenance There were 2 leaks reported. The first was at a plumbing jack on the right side of the house (old caulking was cracked and allowed jack to separate from pipe). The second leak was at a furnace pipe (where the caulking cracked and allowed water to flow in between the collar and the pipe). Preventative maintenance care was done on the whole roof (caulked all exposed nails and plumbing jacks/A.C. vent pipes). Rubber rain collars were installed over the 4 plumbing jacks and all roof accessories were spray painted to give them a coating of protection. A 2-year warranty of no leaks, based on labor work, is given on the work completed. 6/16/2021 (LS)	1	425.00	425.00

PAID

PAYMENT 425.00
BALANCE DUE **\$0.00**



"75 Years of Service"
 5403 Kirby Dr
 Houston, TX 77005
 (281) 899-8335
 www.villageplumbing.com

Invoice 3127945
 Invoice Date 4/13/2022
 Completed Date
 Customer PO

Billing Address
 Brendan Beal
 904 West 18th Street #E
 Houston, TX 77008 USA

Job Address
 Brendan Beal
 904 West 18th Street #E
 Houston, TX 77008 USA

Description of Work

Performed hvac inspection on 2unit checked furnace controlling components and flushed drain lines no water in aux pan no refrigerant leaks at the evaporator coil was detected checked condenser controlling components and refrigerant levels, washed both condensers on the roof top.
 Found refrigerant levels are within range of manufacturer specs but controlling components like capacitor were below manufacturer specs which will cause compressor failure. With customer approval replaced both capacitors at the condenser, after installing capacitors checked both condensers amps which were found to be within range of manufacturer specs
 Everything is working at this time

Task #	Description	Quantity	Your Price	Your Total
TH3531	INST MED TURBO CAP (200)	1.00	\$419.00	\$419.00
TH3531	INST MED TURBO CAP (200)	1.00	\$419.00	\$419.00
\$49 TUNE UP	1 TIME HVAC SYSTEM TUNE UP DISCOUNTED PRICE OF \$49.	2.00	\$49.00	\$98.00

Paid On	Type	Memo	Amount
4/13/2022	Credit Card		\$936.00

Potential Savings	\$80.00
Sub-Total	\$936.00
Tax	\$0.00
Total Due	\$936.00
Payment	\$936.00
Balance Due	\$0.00

Residential service bids include labor, permit and sales tax.

Regulated by The Texas Department of Licensing and Regulation, P.O. Box 12157, Austin, Texas 78711, 1-800-803-9202, 512-463-6599, www.tdlr.texas.gov.
 TACLB34739E | MPL122 Monica Ryan

I hereby authorize the work as described and my signature represents my acknowledgement that I have read, understood, and accepted all the Terms and Conditions stated. I recognize that aged and deteriorated parts, fixtures, piping, and appurtenances may no longer be serviceable, and I agree to hold Village Plumbing and Air blameless for any damage or destruction to those items as a result of these conventional repair efforts. I agree to pay for all work, goods, and services received.

4/13/2022

I hereby acknowledge the satisfactory completion of the work as described.

TO OUR CUSTOMERS: Service technicians are required to have a job ticket signed. This is done in order to protect you, the workmen, and ourselves. You are respectively requested to examine the statement before workmen leave the home. Customer is the owner and has the authority to order and approve work. I agree to pay for above charges (\$936.00) upon receipt of services and that services have been performed to my satisfaction. I further agree that my failure to do so will obligate me to pay all court costs, attorney, and collection fees incurred by Village Plumbing and Air.

4/13/2022



TERMS AND CONDITIONS OF AGREEMENT

Company's Obligation. Company shall provide the services described on the front of this Agreement consistent with Company's standard practices and in accordance with the terms and conditions set forth below.

Warranties And Limitations. Company warrants to Customer (and to no other person or entity) that all services/labor completed by Company will be free of material defects in workmanship for a period of ninety days (90 days) from the date of services referenced on front of this Agreement. Company's warranty is limited only to the services performed, and any defects in the equipment or parts utilized by Company shall be limited to the warranty provided by the manufacturer of said equipment or parts and no other. In the event of any defect in the services provided by Company. Customer's exclusive remedy under this warranty or for any failure to perform under this Agreement shall be, at Company's sole option: (i) correction, repair or replacement of defective service, or (ii) refund of all sums paid on that portion of the work which is not as warranted. **THIS IS A LIMITED WARRANTY, AND IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY, HABITABILITY, WORKMANSHIP OR FITNESS FOR A PARTICULAR PURPOSE. ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, ARE HEREBY DENIED BY COMPANY AND WAIVED BY CUSTOMER. IN NO EVENT SHALL COMPANY BE LIABLE TO CUSTOMER UNDER ANY THEORY FOR ANY ANTICIPATED OR LOST PROFITS OR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES OR LOSS. FURTHERMORE, COMPANY'S MAXIMUM LIABILITY TO CUSTOMER FOR ANY LOSS OR DAMAGE ARISING FROM THE SERVICES RENDERED BY COMPANY OR THIS AGREEMENT SHALL NOT EXCEED THE AMOUNT OF THAT PORTION OF THE CONTRACT PRICE PAID BY CUSTOMER FOR THE SERVICES RENDERED WHICH WAS NOT AS AGREED OR WARRANTED.** As a condition precedent to any obligation under this warranty or Agreement, Customer must give Company written notice of any claim or breach with thirty (30) days of its discovery. All repairs under this Agreement are to be performed by Company or licensed contractors designated by Company after a reasonable time after receipt of written notice of the defect or claim. Company will not reimburse Customer for repairs or expenses from any other person, and the warranty provided herein shall be voided and of no further force or effect in the event Customer or any person other than Company's designated representative attempts to remedy, repair, or otherwise service any work claimed to be not as warranted. No Warranty provided herein shall be effective until payment for services is received in full.

Company makes no warranty and shall not be responsible as to any of the following: a) defects or malfunctions resulting from failure to properly operate or maintain any part of the property or systems, including the mechanical, plumbing, etc., in accordance with the manufacturer's operating standards and normal uses; b) damage from negligence, misuse, abuse, accident, vandalism, sabotage, fire, flood, freezing, acts of God, interruption in gas, water or electrical service, and the like; c) normal or routine maintenance (including, but not limited to cleaning, lubrication, or replacement of air filters, condenser coils, motor, condensate drain lines, sewer backup, etc.) or any failures caused by failing to perform such maintenance; d) blockage, stoppage or backups in any of the lines or system, either on Customer's property or from the city's lines; e) modifications that may be required to meet applicable local codes, ordinances and good trade practices not a part of the original service; f) defects or damage caused by the use of any attachment, accessory or component not authorized by the manufacturer of any equipment or parts installed by others; g) any parts, equipment, lines outside of the services performed; h) airflow performance in existing duct systems; i) adjustments to flows, temperatures, volumes and/or controls of systems; j) actions required as a result of loss of water, electrical or gas service and/or supply; k) manufacturer's published product performance specifications; l) unavailability of parts; m) labor required to replace any defective parts or equipment; or n) any other defects or damages not specifically caused by the actions of Company. No warranty on stoppages.

Completion Certificates. Customer agrees to inspect the services immediately upon completion, and notify Company's representative of any complaints before they leave. Upon completion of the services, or any segment thereof, Customer will on request execute such instrument as Company may reasonably request acknowledging completion of the services. To the extent that they may validly do so, the parties agree that the services are deemed satisfactorily performed and fully acceptable to Customer if no notice of any defect in materials or workmanship is received by Company in writing within 7 days of completion of service.

Entire Agreements and Authority. This Agreement and any attachments hereto constitute the complete and exclusive statement of the Agreement between the parties with respect to the services performed or to be performed and shall supersede all proposals, prior agreements, representations and communications, oral or written, between the parties relating to services of Company. No representative of Company has authority to make representations, guarantees, warranties, agreements or other promises other than as are expressly set forth in this Agreement, and this Agreement shall not be varied by any agreement or representation other than an instrument in writing executed by the duly authorized officer of Company and Customer. The person signing this Agreement for Customer represents that they have full authority to enter into the terms of this Agreement and/or are acting with authority by executing this Agreement, or for the person signing agrees to be fully liable and responsible for the charges incurred in accord with all terms of this Agreement.

Payment; Interest. Payments are due upon completion of work to Company's representative. Any payments made thereafter shall be delivered at Company's address as shown on the face of this Agreement. Any amounts owing to Company and not paid within 30 days after due date shall bear interest at the lesser of 18% per annum or the highest lawful interest rate until paid; provided, however, nothing herein shall require the payment or permit the collection of interest in any amount in excess of the maximum permitted by applicable state or federal law in the appropriate jurisdiction. Any excess interest received shall be credited to Customer's principal balance or paid, if no balance, upon written notice of such excess payment. In addition to the prices charged, Customer agrees to pay all taxes that may be levied upon or incurred on the above-described goods, materials, labor and services by any federal, state or local government and to reimburse Company for the amount thereof. Company may from time to time require a payment in advance or a deposit prior to start of work authorized by Customer. Deposit will be applied toward the amount due upon completion of work, or any part thereof.

Dispute Resolution. As to any controversy or claim arising out of or relating to this Agreement, any services or representations of Company, the parties agree that Company will have the sole and absolute choice to have any such claims resolved by arbitration or through the courts. If Company chooses to resolve the claim by arbitration, the Commercial Arbitration Rules of the American Arbitration Association will apply, and judgment upon the award rendered may be entered in any court having jurisdiction over such controversy or claim. **IF COMPANY CHOOSES TO RESOLVE THE CLAIM THROUGH THE COURTS, THE PARTIES HEREBY AGREE TO WAIVE ANY RIGHTS TO TRIAL BY JURY, AND AGREE TO SUBMIT THE CLAIM TO A JUDGE OF ANY COURT OF COMPETENT JURISDICTION.** Any and all claims against the Company must be filed in a court of competent jurisdiction within two (2) years of Company's completion of the services provided in this Agreement or be barred irrespective of any other statute of limitations.

Miscellaneous. Should Company be required to bring any action or arbitration to enforce the terms of this Agreement, determine the rights and liabilities between the parties, or collect any amounts due, then Company shall be entitled to recover from Customer all reasonable costs and expenses in collecting, suing or arbitrating this matter, including attorneys' fees. The terms and conditions of this Agreement shall inure to the benefit of and be binding upon the parties hereto, their respective heirs, representatives, successors and permitted assigns. The signature of any party on a document transmitted by way of a facsimile or signed by any electronic means shall be considered for all purposes as an original signature. If any provision set forth in this Agreement is invalid or not enforceable, then that provision shall be deemed severable from the remainder of this Agreement and shall not cause the invalidity of the remainder of this Agreement which shall otherwise be enforceable to the fullest extent permitted.

It is agreed we are not responsible for:

Damage caused to the customer's property as a result of obtaining access to and exposing plumbing, drainage or HVAC systems.

Additional plumbing, HVAC or appliance work beyond that specifically mentioned in this invoice or proposal including, but not limited to, that which may be required because of pre-existing HVAC or plumbing code violations or additional work revealed to be necessary as a result of performing the specified work.

Any unforeseen appliance, HVAC, or plumbing problems and hidden defects.

Any tree, plant, or flower damage.

Any repairs, installation, removal or replacement of non-plumbing items or activities including but not limited to concrete, paving, asphalt, slab, sidewalks, driveways, patios, pools, landscaping as shrubbery, grass lawns, flower beds, tree damages, fences, internet lines, lines, electrical wiring, sprinklers systems and fixtures, painting, decorations, plaster, sheetrock, painting, and other wall coverings, glass, carpentry, millwork cabinets, carpeted floors, floors surfaces and preparations, roofing, flashing, sheet metal, gutters, downspouts, brick, stonework, extension walls, steel and other framework.

Damage caused to customer's plumbing system by sewer or drain cleaning equipment including but not limited to damage caused by pre-existing defects in such plumbing systems.

Consequential damages, incidental damages, or special damages.

Questions regarding your service?

**Village Plumbing & Air
5403 Kirby Dr.
Houston, TX 77005**

CustomerCare@VillagePlumbing.com
713-526-1491