



8945 Solon Road, Houston, TX 77064 • (713) 641-4844 • Fax (713) 928-5221 • AtlasFoundation.net

AGREEMENT

Atlas Foundation Repair Company, called the contractor and Client, defined below, agree that contractor will perform the following described work to the described building or structure defined in client section below.

Date 01-14-2024 **Job Number** PR625809

Site Address 1610 Shady Oaks, Conroe, Montgomery, TX 77301

Client Details

Angel House - Judy Wilson
[\(520\) 431-8121](tel:(520)431-8121)
dennis.sewell@garygreene.com
1610 Shady Oaks
Conroe, Montgomery, TX 77301

Sales Representative

Jarred Espinoza
jespinoza@atlasfoundation.net

Recommended Plan

Pilings	Quantity
Exterior Piling Warranty: One Year Unconditional, after one year \$75 per piling adjusted +/- U.S. Consumer Price Index Base Price: Foundation Plus HD	31
Interior Concrete Breakout 1 yr limited warranty Base Price:	9
Interior Piling Warranty: One Year Unconditional, after one year \$75 per piling adjusted +/- U.S. Consumer Price Index Base Price: Foundation Plus HD	9
Permit & Engineering Review Base Price:	1
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Subtotal	\$30,075.00
Total	\$30,075.00

Payment

Deposit \$400.00
Balance \$29,675.00

Payment Terms:

Payment for services to be paid:

- (50%) \$14,837.50 When work begins
- (50%) \$14,837.50 Balance due upon work completion

Notes:

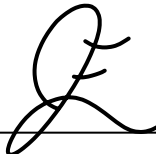
1. Contractor may need to remove plants and shrubbery which obstruct installation areas. Any item removed will be replanted, but Contractor does not guarantee longevity of plants and cannot be held responsible for the landscaping of the yard.
2. Contractor is not responsible for damage to plumbing resulting 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. In addition, leaks which may occur during movement, leveling, or stabilization of the structure are the sole responsibility of the Client.
3. Access holes in the slab, walks, porches or driveways created by Contractor will be patched with concrete. Client is responsible for replacing or reinstalling floor coverings, paver and brickwork. When inside supports are recommended, Contractor will only replace hardwood flooring with plywood and screeds. Client is responsible for flooring.
4. Any existing piers that must be chipped and cut away will be charged to the owner at a cost of \$250 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.
5. During the described work, sheetrock, wallpaper, or other rigid materials may crack or shift. Contractor is not responsible or liable for repairs, decoration, electrical work, plumbing work, framing, carpet, tile, hardwood flooring, cabinetry or the replacement or repair of any materials unless expressly specified in this Agreement.
6. Client is responsible for clearly marking the existence of any installed line such as sprinkler, septic, electrical, phone, gas, propane, data, etc. that is not part of the main service at the structure. If not marked, Contractor is not responsible for any damages or repairs.
7. On all Lifetime Warranties or Service Agreements, a New-Owner Transfer fee 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.
8. Contractor and Client 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. Upon start of work, some factors may be present that were not noticeable during the evaluation. Contractor will discuss further action with Client.
10. EXCLUSIONS TO THE LIFETIME TRANSFERABLE WARRANTY: (which may incur an adjustment fee)
 - (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.

- (5) Plumbing/water leaks.
- (6) Structural changes.

This contract is subject to Chapter 27 Property Code. The provisions of that chapter may affect client's rights to recover damages arising from the performance of this contract. If the client has a complaint concerning a construction defect arising from the performance of this contract and the defect has not been corrected through normal warranty service, the client must provide notice regarding the defect to the contractor by certified mail, return receipt requested, not later than the 60th day before the date the client files 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, the client 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.

_____ Applicant
Date

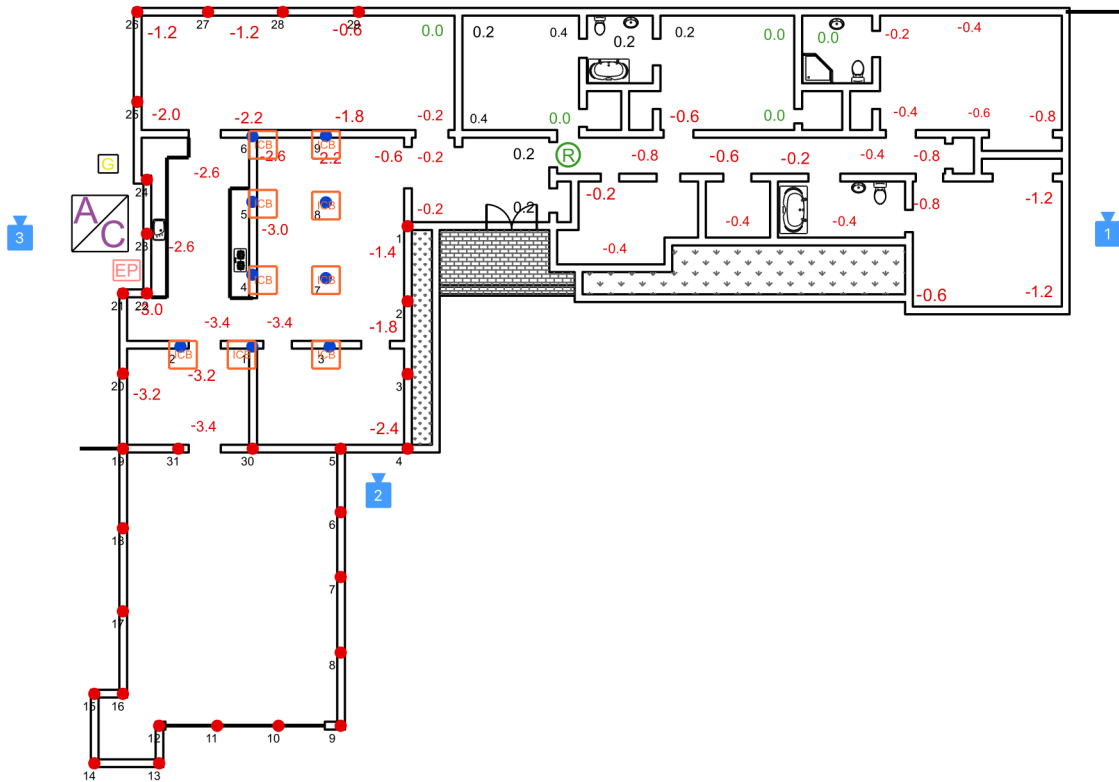
_____ Sales Representative
Date 

_____ Co-Applicant
Date

Detail Plan



Angel House - Judy Wilson
 1610 Shady Oaks
 Conroe, TX, 77301
 dennis.sewell@garygreene.com
 (520) 431-8121
 Jan. 14, 2024



● #SEQ# Exterior Piling	31	ICB Interior Concrete Breakout	9
● #SEQ# Interior Piling	9		

Plain Concrete Patches quantity:

9

Rainbow Peagravel Patches quantity:

0

Brown Peagravel Patches quantity:

0

Foundation Type:

SLAB

Front Siding Type Type:

Side Siding Type Type:

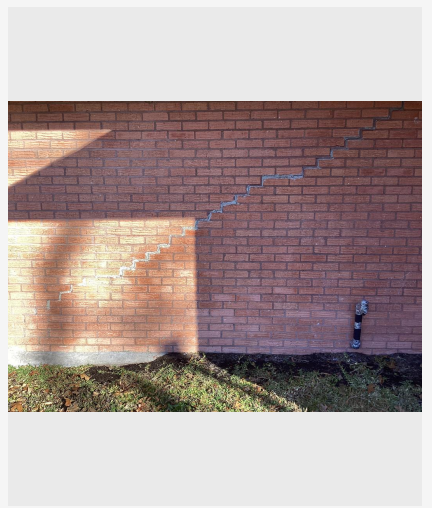
Back Siding Type Type:



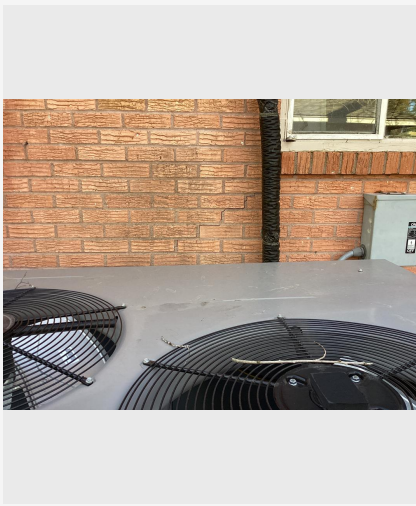
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2 - 1



2 - 2



3 - 1



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