



ICE Residential Exterior Repair Services, LLC

CONTRACT AGREEMENT

THIS AGREEMENT made this 28th day of June, 2022, by and between ICE Residential Exterior Repair Services, LLC., a Texas limited liability company, hereinafter called the Contractor, whose principal office is located at 3212 Avenue R ½, Galveston, Texas 77550 and, Ms. Erin Parisian, hereinafter called the Homeowner(s).

General Terms and Exhibits

In this contract, all parties are referred to using the pronoun “it”, which may reply to the parties regardless of gender or number.

The address of the home is: 1208 E 29th Street Houston, TX 77009

The Exhibits to the contract are:

- Exhibit A** Inspection Report
- Exhibit B** Proposal
- Exhibit C** Blank Warranty
- Exhibit D** Completion Certification

The Parties to the contract are:

Contractor, ICE Residential Exterior Repair Services, LLC

Homeowner(s), Erin Parisian

Phone Number: 713-677-4056

A. All successors, including subsequent purchasers of the home, are bound by this contract.

Section 1 Scope of Contractor’s Engagement

This is a contract for repair of an existing home. The scope of the repairs to be performed is identified in the inspection report attached as Exhibit A and the proposal attached as Exhibit B. These Exhibits are incorporated in the contract and are a part of the contract. Contractor has not been hired to investigate or to determine the cause of leaks or moisture intrusion and has not conducted such an investigation or made such a determination. The repairs to be performed are those identified in Exhibit A and Exhibit B. No other work shall be performed without a

written change order and, where appropriate, payment for any additional expense. This written contract reflects the entire agreement between the parties. All prior or contemporaneous promises not contained in this contract are null and void.

Section 2 Representations of the Parties

Section 2.1 Representations of the Contractor

Contractor represents that it will start the project on or before July 29, 2022, at 09:0 AM /PM and that it will complete the project within 1-4 working days barring weather delays or delays caused by city inspectors.

Contractor represents that it has read and understood the contract before signing it.

Contractor represents that it will repair the areas identified in Exhibit A and Exhibit B.

Contractor represents that it will assign and hereby does assign any transferable manufacturer's warranty.

Contractor agrees to furnish and pay for all materials, labor, scaffolding, equipment, tools and appliances and all other items required to fully do and complete the work described for the Homeowner provided the Homeowner is not in default.

Contractor shall make reasonable efforts to obtain all necessary licenses, permits, and similar authorizations required by any applicable governmental authorities. Contractor shall have no liability for any failure to obtain any such items, in which case either party may terminate this Contract without further liability to the other party.

Contractor shall provide all labor, materials, equipment, supervision, and insurance necessary or incidentals for the execution and completion of all labor, to its fullest extent of this agreement, regardless of shown or specified, specifically including but not necessarily limited to the following: Labor and materials as described, to conduct repair work located at the address listed above.

Contractor will provide a two (2) year written warranty within seven (7) business days of receipt of final payment and return fully executed Certificate of Completion (Exhibit D).

Section 2.2 Representations of the Homeowner(s)

Homeowner represents that it has ^{DS}read and understood the contract and Exhibit A and B before signing it. INT:

Homeowner understands Contractor's ^{DS}scope of work and what is included and excluded from the scope of work. INT:

Homeowner represents ^{DS}that it understands that the structure is the home and only the home. INT:

Homeowner represents that it has legal authority to enter into this contract. Where Homeowner is more than one person, the person signing this agreement expressly represents that it has legal authority to bind all other persons with an interest in the property, including but not limited to a spouse.

Homeowner represents that it has retained an inspector to determine the location and cause of leaks or moisture damage affecting the home.

Homeowner understands that Contractor will rely on the inspection report and ^{DS}that Contractor is not responsible for any errors or omissions in that report. INT:

Homeowner understands that Contractor will repair only those areas identified in Exhibit A and Exhibit B. Homeowner understands that Contractor will only install waterproofing on the areas where stucco is removed. This will mean that the waterproofing system of the home will be piecemeal, with existing components remaining in some areas and new components installed in other areas. Homeowner understands that Contractor makes no warranty or representation concerning its ability to integrate new waterproofing materials with existing waterproofing materials. Homeowner hereby waives and ^{DS}releases any and all claims against Contractor for Contractor's alleged failure ^{DS}to successfully integrate new and existing waterproofing components. INT:

Homeowner represents that it understands that the point of water infiltration is sometimes difficult to determine and that if water infiltration is occurring at a location outside the scope of Contractor's work, Contractor is not responsible for repairing such area(s) or for damages caused by infiltration at such area(s) outside Contractor's scope. Homeowner hereby waives and releases any and all ^{DS}claims against Contractor for Contractor's alleged failure to detect or repair moisture ^{DS}intrusion sources outside the areas identified in Exhibit A and Exhibit B. INT:

Homeowner represents and understands that this is a construction project where demolition to an existing structure will take place. There are compromised framing members that may require removal and replacement. Contractor will exercise all due care to remove said framing members as cautiously as possible. There is a chance that the interior sheetrock may sustain damage while this exercise takes place. Contractor is not liable for interior damages of any type. Contractor will not be liable to repair nor provide financial relief for ^{DS}any interior repairs that may be required. Contractor may, at the request of the ^{DS}Homeowner, provide an additive change order to make necessary repairs. INT:

DS
EP

Homeowner represents that Contractor is entitled to rely on Exhibit A. INT: _____

Homeowner will provide Contract with a tile selection no later than _____ NA _____, 20____. INT: _____

Section 3 Pricing and Payments

The payment schedule for the project is as follows:

- Contract amount: \$ 4,557.00 _____
- Non-refundable scheduling deposit: \$350 due upon execution of the contract.
- Construction deposit: \$ 2,103.50 _____
- Construction final payment: \$2,103.50 _____

This does not include any change orders that are deductive or additive based.

Failure to pay the deposit will delay the start date. Failure to pay the balance may result in a lien against the property. The only forms of payment accepted will be via electronic payment utilizing Bank ACH payments or electronic Credit Card payments. All payments received via Credit Card will carry a fee of 2.75%. All payments are earned when paid. ICE is not obligated to hold payments for any reason, including but not limited to, third party independent inspections. Past due payments will be subject to late fees.

Section 4 Existing Items

Section 4.1 Landscaping

Landscaping areas will suffer the effect of being covered and having scaffolding set in existing landscaping beds. There is expected minimal plant and vegetation loss or discoloring, Contractor is not responsible for losses associated with the landscaping. Should there be any concern of plant loss, it will be the responsibility of the Homeowner to have all areas of concern protected or removed prior to the commencement of work. INT: _____

Section 4.2 Other Existing Items

Homeowner shall remove and protect all personal property in the areas adjacent to Contractor's work area, including furniture and wall hangings. Homeowner releases Contractor from liability for all personal property not removed.

Section 5 Colors and Textures

As stated above.

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 can only be achieved by re-surfacing adjacent wall areas. This contract does not include re-surfacing all stucco walls. Homeowner initials below in understanding. INT: _____

Section 6 Limitation of Liability/No Damages for Delay

HOMEOWNER'S DAMAGES ARE EXPRESSLY LIMITED TO THE AMOUNT OF THE CONTRACT AS IDENTIFIED IN SECTION 3. HOMEOWNER WAIVES THE RIGHT TO RECOVER DAMAGES BEYOND THIS AMOUNT. HOMEOWNER WAIVES THE RIGHT TO RECOVER FOR DELAY IN COMPLETING THE PROJECT. HOMEOWNER WAIVES THE RIGHT TO RECOVER DAMAGES FOR CONSEQUENTIAL HARM TO THE PROPERTY. HOMEOWNER WAIVES THE RIGHT TO RECOVER FOR DIMINISHED VALUE OF THE PROPERTY.

ACTUAL DAMAGES FOR ANY BREACH OF CONTRACT OR WARRANTY, NEGLIGENCE OR OTHERWISE ARE LIMITED TO THE AMOUNT OF THE CONTRACT FOR SERVICES PROVIDED. THE HOMEOWNER, BY ACCEPTING THESE SERVICES, OR RELYING UPON THEM IN ANY WAY, EXPRESSLY AGREES TO THOSE LIMITATIONS AND DISCLAIMERS. IT IS RECOMMENDED THAT A QUALIFIED STUCCO INSPECTOR PROPERLY INSPECT THE PROPERTY.

Section 7 Two-Year Written Warranty

Contractor will provide a limited two (2) year written labor warranty upon date of substantial completion. A blank version of such warranty is attached as Exhibit C. Contractor reserves the right to assess charges for false warranty claims as outlined in Exhibit C. This warranty is transferrable to any new owner of this property in the event that there is a residual amount of time remaining in the warranty period. The new owner will be bound to the terms of this agreement in all forms with no exceptions. It is not the responsibility of the Contractor to explain the terms and conditions of the warranty and/or the contract between the original parties. THIS WARRANTY WILL NOT BE VALID EXCEPT UPON RECEIPT OF FINAL PAYMENT AND RETURN OF EXECUTED COMPLETION. See attached Exhibit D. INT: _____

Section 8 Disclaimer of All Other Warranties/No Extension of Warranty Period

CONTRACTOR DISCLAIMS ALL OTHER WARRANTIES, INCLUDING ALL IMPLIED OR UNWRITTEN WARRANTIES OF GOOD AND WORKMANLIKE SERVICE, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. HOMEOWNER EXPRESSLY RECOGNIZES THE DISCLAIMER OF SUCH WARRANTIES. THE DISCOVERY RULE DOES NOT APPLY TO THIS WARRANTY PERIOD AND THE PARTIES, AS A PART OF THEIR CONTRACT, HAVE ACKNOWLEDGED THAT THERE SHALL BE NO TOLLING OF ANY APPLICABLE LIMITATIONS PERIOD. CONTRACTORS ONLY RESPONSIBILITY IS TO REPAIR OR REPLACE DEFECTIVE WORK HOMEOWNER HAS PLACED CONTRACTOR ON NOTICE OF WITHIN THE TWO-YEAR WARRANTY PERIOD. HOMEOWNER EXPRESSLY WAIVES AND RELEASES ANY AND ALL BREACH OF WARRANTY CLAIMS SAVE THOSE THAT HOMEOWNER HAS PROVIDED WRITTEN NOTICE TO CONTRACTOR OF WITHIN THE TWO-YEAR WARRANTY PERIOD.

Section 9 Waiver of Consumer Rights

I [THE HOMEOWNER] WAIVE ANY RIGHTS UNDER THE DECEPTIVE TRADE PRACTICES-CONSUMER PROTECTION ACT, SECTION 17.41 ET SEQ., BUSINESS & COMMERCE CODE, A LAW THAT GIVES CONSUMERS SPECIAL RIGHTS AND PROTECTIONS. AFTER CONSULTATION WITH AN ATTORNEY OF MY OWN SELECTION, I [THE HOMEOWNER] VOLUNTARILY CONSENT TO THIS WAIVER.

Section 10 Penalties and Fees

THERE IS A MINIMUM NON-REFUNDABLE SERVICE CHARGE AS SET FORTH ON THE FRONT OF THIS INVOICE FOR DISPATCHING A CRAFTSMAN TO THE WORK SITE. THIS CHARGE INCLUDES THE COST OF BOOKING THE APPOINTMENT, SERVICE FEES, AND MILEAGE.

POSTPONEMENTS: SHOULD THE HOMEOWNER POSTPONE THE AGREED UPON START DATE FOR ANY REASON, WITHIN 48 HOURS OR LESS, A \$2,500.00 POSTPONEMENT FEE WILL BE REQUIRED BEFORE WORK WILL BEGIN ON THE NEW START DATE. NO PENALTY WILL BE IMPOSED IF A POSTPONEMENT OCCURS MORE THAN 48 HOURS PRIOR TO THE START OF WORK DATE.

SHOULD THE HOMEOWNER CHOOSE TO CANCEL THIS CONTRACT ANY TIME AFTER THE CANCELLATION PERIOD HAS EXPIRED, THE HOMEOWNER WILL BE ASSESSED A \$2,500.00 CANCELLATION FEE, DUE WITHIN 48 HOURS OF NOTICE OF THE CANCELLATION. THIS FEE IS NOT COVERED BY INSURANCE.

COLLECTION COSTS: IF LEGAL ACTION IS TAKEN TO COLLECT UNPAID FUNDS, YOU AGREE TO PAY ALL COSTS AND EXPENSES OF COLLECTION, INCLUDING REASONABLE ATTORNEY'S FEES.

ATTORNEY'S FEES.

IF ON ACCOUNT OF ANY BREACH OR DEFAULT BY OWNER IN ITS OBLIGATIONS HEREUNDER, CONTRACTOR SHALL EMPLOY AN ATTORNEY TO PRESENT, ENFORCE OR DEFEND ANY OF CONTRACTOR'S RIGHTS OR REMEDIES HEREUNDER, OWNER AGREES TO PAY ANY REASONABLE ATTORNEY'S FEES INCURRED BY CONTRACTOR IN SUCH CONNECTION.

Section 11 Change Orders

Should the Homeowner decide to have any additional work done that is not identified in Exhibit A, the Parties may agree to the scope of any additional work by written change order identifying the change in scope and the price of such additional work. All such additional work will be done pursuant to the terms and limitations of this contract even where no change order is signed. Contractor reserves the right to receive a deposit of 50% of the new change order amount.

Section 12 Delays Caused by Homeowner

Where the Homeowner causes a delay by preventing access to the project, delaying progress payments due, or other actions which prevent Contractor from completing the project, Contractor shall be entitled to recover damages for its lost business opportunities, as determined by Arbitrator(s) or a court of competent jurisdiction.

Section 13 Default

In the event of Homeowner's non-payment, the Contractor will retain its full right to lien the property and to pursue all avenues of recourse as the law will allow and under such circumstances will be entitled to all costs associated with any action, interest at the legal rate and reasonable attorney fees.

Upon the occurrence of Homeowner's default of this contract by the Homeowner, all amounts owed for work completed will, at the option of the Contractor, become immediately due and payable without prejudice to any other remedy of the Contractor and Contractor may (i) retain all money previously paid by Homeowner to Contractor as liquidated damages thereby releasing both parties from this Contract; or (ii) terminate and seek recovery of any and all damages suffered by Contractor, including, but not limited to, payment for all materials, labor, profit, overhead, and fees with respect to this Contract.

The remedy of specific performance is hereby waived by Contractor and shall not be available in any action concerning this Contract. If Homeowner refuses to accept the completed Improvements and/or pay the Total Contract Price to Contractor as specified in this Contract, Contractor not being in default, Contractor will be entitled to pursue all remedies provided by Texas law, save and except specific performance.

Section 14 Mechanic's Lien

Homeowner grants Contractor a mechanic's lien for the sole remedy of non-payment. The lien will be granted five days after the date that final payment is due.

Section 15 Homeowner's Inspection and Maintenance

Periodic maintenance is essential to the proper performance of your home. Contractor has not been hired to perform such maintenance. Contractor is not responsible for such maintenance, nor for the normal wear, tear, deterioration, expansion or contraction of materials used in the repair.

Section 16 Notice of Defects/Pre-Suit Requirements

THIS CONTRACT IS SUBJECT TO CHAPTER 27 OF THE TEXAS PROPERTY CODE. THE PROVISIONS OF THAT CHAPTER MAY AFFECT YOUR RIGHT TO RECOVER DAMAGES ARISING FROM A CONSTRUCTION DEFECT. IF YOU HAVE A COMPLAINT CONCERNING A CONSTRUCTION DEFECT AND THAT DEFECT HAS NOT BEEN CORRECTED AS MAY BE REQUIRED BY LAW OR BY CONTRACT, YOU MUST PROVIDE THE NOTICE REQUIRED BY CHAPTER 27 OF THE TEXAS PROPERTY CODE 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 OR INITIATE ARBITRATION. THE NOTICE MUST REFER TO CHAPTER 27 OF THE TEXAS 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 OF THE TEXAS PROPERTY CODE.

Section 17 Indemnity

HOMEOWNER AGREES TO INDEMNIFY AND HEREBY DOES HOLD HARMLESS, INDEMNIFY AND DEFEND CONTRACTOR AGAINST ANY AND ALL CLAIMS INCLUDING CLAIMS FOR BODILY INJURY, DEATH OR DAMAGE TO OR LOSS OF PROPERTY IN ANY WAY INCIDENT TO THE PERFORMANCE OF CONTRACTOR'S WORK, INCLUDING INJURIES RESULTING FROM ANY PREVIOUSLY UNKNOWN OR UNDETECTED

CONDITION OF THE PROPERTY. ANY NEGLIGENT ACT, ERROR, OR OMISSION OF ANY INSPECTION FIRM, ENGINEER, OWNER, ARCHITECT, OR ANY OTHER CONTRACTOR, OR ANY OF THEIR EMPLOYEES, REPRESENTATIVES, AGENTS, OR ASSIGNEES. ANY DAMAGE RELATED TO, BUT NOT LIMITED TO DEFECTIVE: ROOFING, WINDOW, WATER, OR ANY LATENT DEFECT NOT DIRECTLY RELATED TO THE SCOPE OF CONTRACTORS WORK PROVIDED, HOWEVER TO THE FULLEST EXTENT PERMITTED BY LAW, THE CONTRACTOR, AS INDEMNITOR, SHALL INDEMNIFY, HOLD HARMLESS AND DEFEND THE OWNER, EACH AS AN INDEMNITEE, FROM AND AGAINST ALL CLAIMS, INCLUDING, BUT NOT LIMITED TO, A LOSS OR LIABILITY FOR A CLAIM, DAMAGE, EXPENSE, OR GOVERNMENTALLY IMPOSED FINES, PENALTY, ADMINISTRATIVE ACTION, OR OTHER ACTION, AND ATTORNEY'S FEES ARISING OUT OF OR RESULTING FROM THE BODILY INJURY OR DEATH OF AN EMPLOYEE OF THE INDEMNITOR, ITS AGENT, OR ITS SUBCONTRACTOR OF ANY TIER, REGARDLESS OF WHETHER SUCH CLAIM IS CAUSED, OR IS ALLEGED TO BE CAUSED, IN WHOLE OR IN PART BY THE NEGLIGENCE OF ANY INDEMNITEE.

Section 18 Pre-Suit Mediation

Should any dispute arise, Homeowner agrees to mediate all disputes before filing suit against Contractor, using a mediator chosen by the Contractor with expertise in this area, with each party bearing half the cost of mediation.

Section 19 Contractor's Right to Initiation of Lawsuit

Contractor holds the sole right to initiate a lawsuit without first engaging in mediation and/or arbitration.

Section 20 Litigation Matters – Expert Witness

Should Contractor be requested to appear as an expert witness for any matter relating to the scope of work in this contract, Contractor's hourly rate will be \$350.00.

Section 21 Notice of Lien Upon Credit Card Charge Back

HOMEOWNER IS ON NOTICE THAT IF, FOR ANY REASON, AFTER HOMEOWNER REMITS PAYMENT TO CONTRACTOR VIA CREDIT CARD, HOMEOWNER ATTEMPTS TO DISPUTE SAID CHARGE, RESULTING IN A CHARGE BACK, CONTRACTOR IS GRANTED AN IMMEDIATE MECHANIC'S LIEN ON THE PROPERTY IN THE AMOUNT OF THE CONTRACT AND ANY AGREED CHANGE ORDERS, WITHOUT PREREQUISITES, AND UNTIL SAID MATTER REGARDING THE CHARGE BACK HAS BEEN FULLY RESOLVED UPON WRITTEN AGREEMENT.

Section 22 Owner Maintenance

Caulk and sealants break down over time. These items should be inspected according to the manufacturer's terms, but at least annually. To check your sealants simply depress with a finger and determine if the sealant is "gummy" or "chalky". If "chalky", the sealant is ready to be replaced. If you are unsure, check with a professional.

If balcony work has been performed it is necessary to seal your grout lines every 90-180 days depending on direct UV rays.

Stucco finishes are not meant to be power washed. Any area that has been repaired and then subsequently power washed will void the warranty immediately.

Owner agrees that it is responsible for such maintenance.

Section 23 Notice

For notice purposes, Contractor may be provided with notice by sending such notice by Certified Mail Return Receipt Requested to 3212 Avenue R ½, Galveston, Texas 77550.

For notice purposes, Owner may be provided with notice by sending such notice to the Address identified in Paragraph B, General Terms & Exhibits.

Section 24 Two-Year Limitations Period

The statute of limitations shall be shortened to two years for all purposes, including actions for breach of contract. This limitations period shall run from the date the job is completed, as listed on Exhibit D.

Section 25 Initiation of Litigation After Two Years

In the event Homeowner initiates litigation or arbitration after the two-year limitations period has expired for defects Homeowner did not Notify Contractor of during the two-year limitations period, Owner agrees that it will be responsible for Contractor's arbitration fees, reasonable attorney fees and court costs in defending such action.

Section 26 Best Construction Practices

In the event Homeowner disagrees with industry standard practices or Contractor's best construction practices, Homeowner agrees to employ a qualified inspector/engineer to issue an opinion on best construction practices at Homeowner's expense. If Homeowner continues to disagree with said

inspector/engineer and/or Contractor regarding best construction practices, Homeowner hereby agrees Contractor shall have the right to terminate the Agreement and terminate all of Contractor's duties and obligations to Homeowner directly or indirectly arising out of, relating to, or otherwise connected with this Agreement. After the termination of this Agreement, Contractor shall initiate payment to Homeowner for the pro rata share of overpayment, if any, within a reasonable amount of time.

In the event that Contractor has completed his scope of work in any area, Homeowner forgoes the right to disagree with best construction practices. Any questions or concerns regarding Contractor's methods must be brought to the attention of the Contractor prior to work beginning.

Section 27 Post Project

Exhibit A has been utilized to provide this proposal and is the stucco report that will be used for the duration of the project. At the conclusion of this project the Homeowner may wish to bring its stucco inspector back to the project to follow up. Final payment is not predicated upon a reinspect and must be made in accordance with the terms of the contract. If the Homeowner elects to perform a post project follow up inspection and opts to bring in a different inspector, the Contractor is under no obligation to accept a new inspection company's report. The Contractor is under no obligation to agree with a new inspection company's findings nor recommendation.

It is stated that the Contractor is responsible for providing quality work and as such, a proper warranty. While the Homeowner may have enlisted the inspector to provide a guideline, the inspector is not considered the expert when it comes to the project. As the inspector is not issuing the warranty, the Contractor and its management team will be considered the qualified expert decision makers on the project.

IN WITNESS WHEREOF, the parties have executed this agreement on the date herein first above written.

By:  _____
Signature

6/28/2022
_____ Date

ICE Residential Exterior Repair Services, LLC

By: Gregory S Carter
Gregory S. Carter, Managing Member

EP



Inspections, LLC



Stucco Check Inspections, LLC

Invasive Stucco Inspection

Prepared for:

Erin Parisian

Location:

1208 E 29th St
Houston, TX 77009

June 15, 2022



| PHONE: 713.319.5751 | EMAIL: Info@stuccocheck.com



I. INTRODUCTION

1.1 PURPOSE: Enclosed is your stucco Moisture Inspection. The purpose of this moisture inspection is to help assess the condition of the stucco systems by looking for visible installation flaws, inadequate water diversion and sealant failures and conduct random moisture readings using electronic moisture scan devices. Please note that the provision of a scope of work for remedial repairs is not the purpose of this inspection. Further investigation may be needed to determine the extent of water damage, if any, and how the best to modify your home to address any moisture problem that may be indicated by this inspection.

1.2 SCOPE OF INSPECTION: This is a Basic, Stucco inspection limited to the following:

1. A visual examination of the condition of the stucco, exterior sealants, flashings, windows, doors, roof-to-stucco transitions, parapets, gutters, deck-to-building connections, stucco terminations and any penetrations through the stucco.
2. Conducting of random electronic moisture scanning of the building envelope.
3. Preparing a report of our observation of potential problem areas and recording any high readings found.
4. Providing detailed information on typical moisture-related problems in stucco homes to assist you in maintaining the value of your home.

1.3 LIMITATIONS OF LIABILITY: Because this is a limited inspection, we can make no guarantee, express or implied, that our observations and random moisture readings offer conclusive evidence that no installation or moisture problem exist, or that problems found were all-inclusive. This inspection company, its employees and any divisions shall not be liable for non-visual defects, unseen defects, unspecified defects or hidden damage and conditions existing on the subject property and hereby disclaims any liability and responsibility thereof. All parties concerned agree to hold harmless and indemnify this inspection company involving any liabilities that may result.

1.4 FURTHER TESTING/INVESTIGATION: Our policy is to rely on moisture meter readings as an indicator of relative moisture values between different test spots, not as an absolute value of water content in the substrate. It is difficult to determine if the structural wood of your home has been damaged in areas of high readings without 'probing' and/or removing a core sample of the stucco to allow for visual inspection. Should we feel that further investigation is needed this will be indicated in the summary section of the report.

1.5 REPAIR FOLLOW-UP AND ANNUAL INSPECTIONS: A repair follow-up inspection should be conducted within three months after completion of the repairs to assess the effectiveness of the moisture modifications. This is extremely important. Annual Inspections should also be scheduled to ensure that your stucco system remains dry. This way any sealant failures, stucco cracks, etc. can be caught and repaired promptly. ***Testing and maintaining your home on a regular basis is the best way to prevent costly repairs associated with moisture damage. Also, should you decide to sell your home, annual inspections and maintenance documentation will be a valuable selling tool, providing evidence to show that your home has been inspected and maintained on a regular basis by a reputable and qualified firm.***



Project Information

Owner's Information		Buyer Information	
Owner's Name	ERIN PARISIAN	Buyer's Name	N/A
Property Address	1208 E 29 TH ST	Buyer's Phone	N/A
City, State, ZIP	HOUSTON, TX 77009	Buyer's Email	N/A
Owner Phone	713-677-4054	Buyer's Realtor	N/A
Owner Email	ESTLAURENT00@GMAIL.COM	Buyer's Realty Company	N/A
Owner Realtor Phone	N/A	Buyer's Realtor Phone	N/A
Owner Realtor Email	N/A	Buyer's Realtor Email	N/A
Realty Company	N/A		
Property Information		Inspection Information	
Type of Exterior	HARD-COAT STUCCO CLADDING- 2 SIDE	Date of Inspection	6/15/22
Substrate (If known)	ASSUMED TO BE OSB	Inspector	COLTON SIMS- EDI #TX166
Age of Property	N/A	Present at Inspection	OWNER
Square Footage	N/A	Temperature/Humidity	90
Stories	2	Weather Conditions	SUNNY
Type of Windows	N/A	Last Rain	5+ DAYS

Inspection Test Equipment

Important Note:

The Test Equipment is used to help locate problem areas. It must be understood that the test equipment is not an exact science, but rather good tools used as indicators of possible problems. At times, because of hidden construction within the wall cavity, the meters get false readings or no readings at all. Some meters will pick up on metals, wiring, unique wall finishes, etc. Positive readings do not always mean there is a problem. We do not use the equipment to obtain exact moisture content, but rather to obtain relative readings between suspected problem areas. This information is then used to help determine potential problem areas which may warrant more investigation.

Note: The scale range of moisture being noted as 'high' when the probes are above 19% are per the Delmhorst meter manual. With Houston being a much more humid environment, and from the experience of the STUCCO CHECK INSPECTIONS inspectors, some leniency is suggested. Any probes noted to have moisture readings of **25% or higher** will be indicated in 'red'.



Inspections, LLC

Front Elevation Moisture Analysis

Low 6-15%
Mid 16-20%
Slightly Elevated 21-24%
Elevated 25-40%



Note: Delmhorst 2100 Moisture Probe Reading. Probes Range from 6%-40%

Location	Moisture Reading	Substrate Condition	Comments
1	10%	Firm	Probes taken below the front elevation overhangs. Firm substrate and Low-to-Mid moisture at the time of inspection.
2	12%	Firm	
3	13%	Firm	
4	9%	Firm	
5	20%	Firm	
6	9%	Firm	Probes taken below the front elevation windows. Firm substrate and Low-to-Mid moisture at the time of inspection. This is favorable.
7	14%	Firm	
8	16%	Firm	
9	9%	Firm	Probes taken below the roof junction. Firm substrate and Low moisture at the time of inspection. This is favorable.



Inspections, LLC

Front Elevation Photo Observations



The base of the stucco walls terminates with a weep screed and proper clearance above grade. This is a favorable condition.



The front overhangs are closed in with stucco & have no drainage accessory. This can lead to trapped moisture and possible future damages. To help prevent future issues it is suggested to install drainage accessories at all locations noted with this deficiency.



Severe cracking noted along the front right corner of the overhang. This can lead to moisture intrusion if not sealed/repaired.



Low moisture and firm substrate (possible framing) below the front elevation overhang at the time of inspection. This is favorable.



Low moisture and firm substrate (possible framing) below the front elevation overhang at the time of inspection. This is favorable.



Mid moisture and firm substrate (possible framing) at the crack along the overhang at the time of inspection.



Inspections, LLC

Front Elevation Photo Observations



The accent bands are noted to be hard coat build outs. These are potential points of possible moisture intrusion if not maintained. It is suggested to seal the top and sides of all bands, as well as the railing attachments.



The sealant application that was previously done has exceeded their life expectancy. It is suggested to reseal all windows, accent bands, openings, flashings and penetrations at this time and every 2-3 years.



Low-to-mid moisture and firm substrate (possible framing) below the front elevation windows at the time of inspection. This is favorable.



Low-to-mid moisture and firm substrate (possible framing) below the front elevation windows at the time of inspection. This is favorable.



Photo observation and probe location 9.



Properly sized and angled kickout flashing noted at the roof junctions throughout. This is a favorable condition. It is suggested to reseal all locations with a stucco approved sealant at this time.



Inspections, LLC

Front Elevation Photo Observations



Low moisture and firm substrate (possible framing) below the roof junction at the time of inspection. This is favorable.



Photo observation location.



A small opening noted at the corner of the roof junction. This can lead to moisture intrusion and underline issues. It is suggested to seal all locations noted with this deficiency.



Surface staining noted throughout the front elevation. This is a common condition with stucco. It is suggested to use a light power wash with a solvent-based solution to help remedy this condition. It is recommended to repaint the home with an elastomeric paint every 8-10 years.



Inspections, LLC

Right Elevation Moisture Analysis

Low 6-15%
Mid 16-20%
Slightly Elevated 21-24%
Elevated 25-40%



Note: Delmhorst 2100 Moisture Probe Reading. Probes Range from 6%-40%

Location	Moisture Reading	Substrate Condition	Comments
1	11%	Firm	Probes taken below the side elevation roof junctions.
2	8%	Firm	Firm substrate and Low moisture at the time of inspection. This is favorable.
3	10%	Firm	Probe taken below the right elevation window. Firm substrate and Low moisture at the time of inspection. This is favorable.



Inspections, LLC

Right Elevation Photo Observations



The roof junction at this highlighted location has a properly sized and angled kickout flashing (probe 1). This is favorable. It is suggested to seal all flashings at this time and every 2-3 years.



Firm substrate and Low moisture below the roof junction (probe 1) at the time of inspection. This is favorable.



The inspector could not confirm if a kickout flashing is installed at this roof junction. It is suggested to have a stucco contractor verify the flashing at this location.

A missing cap flashing at the small parapet wall. It is suggested to install a metal cap flashing to help prevent future standing water issues.



A separation crack noted along the stucco and siding transition. This can lead to moisture intrusion and possible underline issues. It is suggested to seal along all locations noted with this deficiency.



Firm substrate and low moisture noted at the probed location (several feet below the roof junction/small parapet wall) at the time of inspection. This is favorable.



Firm substrate and low moisture below the right elevation window at the time of inspection. This is favorable. It is suggested to reseal all side elevation windows, accent bands, flashings, and penetrations (i.e., electrical boxes) at this time and every 2-3 years.



SUMMARY AND RECOMMENDATIONS

This inspection was performed as a visual & Invasive testing inspection of areas accessible from a 3 Story ladder. Possible areas of high moisture penetration will be detected and tested during this inspection process. Probes are taken at random, based off the knowledge and experience of our team. Hidden damages found beyond our probed locations may be uncovered upon removing stucco and commencing stucco repairs. SCI is not liable for any additionally found, hidden damages, beyond our probed locations.

*It is suggested to thoroughly read inspection report to evaluate and determine costs for repairs.

- All windows, doors, and penetrations through the system should be professionally sealed every 2-3 years, using a high quality, professional sealant, suggested by manufacturer of your system and properly tooled into joints to help prevent moisture intrusion and sealant separation. See photo observations for several suggested locations to seal. It is suggested to reseal all windows, accent bands, openings, flashings and penetrations at this time and every 2-3 years.
- Suggested to seal all hairline cracks throughout home. Paint is suggested at the 8-10-year mark as well, to alleviate all staining and cracks.
- Front stucco overhang terminates with no drainage accessory and are closed in with stucco. To repair and prevent further damages, it would be suggested to remove necessary stucco at these overhangs to properly install an industry approved drainage accessory/provision. Upon testing, the front overhang noted to no underlying damages at time of inspection. Suggested to further investigate and repair accordingly. Below is an example of a proper overhang drainage accessory detail:



- Suggested to verify if the side elevation, top, roof junction is noted to have a properly sized and angled kick out flashing. SCI was unable to confirm at time of inspection.
- Suggested to add a metal cap flashing to the top, side elevation parapet wall to prevent any future standing water intrusion issues.
- Acceptable moisture and firm substrate/framing noted at all probed locations at time of inspection. This is favorable. Suggested to monitor, take care of all deferred maintenance, and periodically test home to ensure moisture levels remain at this acceptable range.
- If any anomalies found in the future (i.e., cracks, stains, interior leaks, etc.), it is suggested to follow up with a stucco inspector, or qualified stucco contractor.

It is mandatory, as with any cladding system, that sealants be always maintained and inspected by a qualified stucco or waterproofing contractor on a regular basis, every 2-3 years is the general recommendations. Water-proofing stucco surfaces is recommended every 8-10 years using "top of the line" Elastomeric Coatings.



ADDITIONAL NOTES:

Based upon conditions observed and test results (if any), actual conditions one work starts will dictate the extent of the repairs. This protocol is intended as a general guideline and minimum repairs required. Review all current and previous inspection reports concerning this property, both stucco and general if available, to identify additional areas of concern.

Contractor: Contractor to have minimum of ten (10) years' experience with these types of repairs and is to fully supervise all phases of repairs.

Insurance: Contractor to furnish a Certificate of Insurance for General Liability insurance in the amount of \$1,000,000.

Warranty: Contractor is to furnish the client a written transferable warranty on all work and materials for a period of not less than two (2) years. Furnish warranty information from materials manufacturer.

Sealants: Sealants to be used on this project are low modulus sealant such as NP-1, Dow Corning 795 or Sherwin Williams Lox-On. No substitutions unless approved by the Third-Party Inspector. Some of the sealants used on this project are silicone based, at those locations Dow-Corning 795 can be used as long as a color match can be obtained; I do not recommend clear sealants.

Generic materials should not be used. Only materials from national manufacturers are permitted.

Coatings used are to be "top of the line" manufacturers Elastomeric products. Primer and finish coats to be from the same manufacturer. Coordinate sealant colors with client.

All repairs and re-installation to conform to current accepted industry standards, published manufacturers; installation manuals and/or the Texas Lathing and Plastering Contractors Association (TLPCA), as each may apply to this repair.

It is recommended that all repairs be monitored by a Certified Stucco Inspector and upon completion documentation be provided to the Owner/Buyer/Client stating that all repairs have been completed in accordance with current industry standards for repairs this type of systems. Photographic documentation should be furnished from demolition to completion.



This report is prepared at the request of the property owners for their exclusive use in evaluating the condition of the exterior cladding system. This report is copyright and remains the property of the author, any use and or distribution past its intended purpose is prohibited and requires written permission. It is suggested that a follow-up inspection be completed in 12 to 24 months after all repairs are completed to ensure that the moisture levels remain within an acceptable level and proper corrections have been made to prevent moisture intrusion and wood rot. This report only reports on the condition of the structure at the specific locations indicated. Locations were determined by the inspector according to the probable areas of possible moisture intrusion and in accordance with Industry Standards. The suggestions for corrections to prevent moisture intrusion and mold growth are given in accordance with the best judgment and experience that have been determined from previous inspections, repairs, and knowledge gained from our experience and other knowledgeable persons in the industry. No judgment is intended or given for any areas not reported on.

Respectfully submitted,

A handwritten signature in black ink that reads "Michael Luna".

Michael Luna
Stucco Check Inspections, LLC
EDI Certificate TX143- Level 2 Building Envelope Inspector/ Moisture Analyst.
Infrared Certified
Internachi Member (International Association of Certified Home Inspectors)
BST- Construction Technology - Texas State University





www.icestuccorepairs.com stuccogreg@gmail.com Phone 281-733-3106



PROPOSAL FOR REPAIRS 1208 E 29TH STREET HOUSTON 77009



June 28, 2022

Erin Parisian

erin.parisian@sheridanproduction.com

ICE offers the following proposal for all repairs as identified in the inspection report provided by you and/or your agent. Our price is inclusive of all materials, labor, scaffolding, warranties and insurance.

Upon review of the report, we offer the solutions as indicated herein. Each item will be identified to coincide with page number and grid location. Note that any grid location that projects a firm substrate is not in need of repair. Depending on the moisture levels, semi-firm substrates may be acceptable. Any location projecting semi-soft or worse will be cut out and repaired as listed below. Wooden trim, wooden windows and any carpentry items not associated with substrate or framing will have to be addressed with a trim carpentry specialist. Moisture percentages do not dictate our course of action, substrate conditions do. There may be some small areas of rust or light staining. These are cosmetic items only and unless the owner is interested in discussing painting of the home, this would be considered maintenance and not included in this repair proposal unless specifically addressed.

SEALANT WORK:

The report indicates partially inadequate sealants at windows, doors, flashings, balcony fasteners, and penetrations. The sealants for windows and door pertain to the perimeter of the window and door frame. ICE will install a new fillet bead of high grade, low modulus, polyurethane caulking in the appropriate color. For some penetrations clear based silicone may be the best option. We will use the best suited sealant for those areas. Sealants are addressed in this particular area of the scope of work and, for your convenience will not be addressed in each page or line item. Our proposal includes all windows, doors, penetrations, everything stucco to stucco and stucco to dissimilar material. Sealant materials are not warranted by any manufacturer.



Cost: \$1604.00

Page 5, 7

CRACKS/IMPACT DAMAGE/RUST STAINS/GENERAL MAINTENANCE: Cracks that ***are*** identified in the report will be sealed by one of the two following techniques. Cracks that are large enough to fit a credit card in will be back cut with a grinding saw. Once we have enlarged the opening we will seal with a 4.5 ounce fiberglass mesh coated with a flexible cementitious base coat. After drying we will texture and color to match. If the crack is hairline we will seal with a textured polyurethane sealant and then color to match. Repair of cracks will be noticeable. If you wish for the crack repairs to be better blended please consult with us regarding the painting of the entire region at an added cost. **If cracks are not identified in the report, they are not part of this proposal.**

Run off stains, efflorescence and paint delamination reflected in the report will be cleaned and/or corrected.

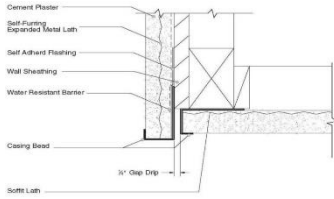
P7:Microbial growth that is noted on the report will be cleansed with a mild solution and done by hand. Power washing stucco homes is harmful to the finish and simply should not be done. Mildew will return and should become part of your homeowner maintenance program.

Light colored homes may show the crack repairs. We do paint larger portions to assist in blending however, the existing paint will be weathered which may be noticeable compared to the fresh paint in the repair field.

Cost: \$633.00

Page 5

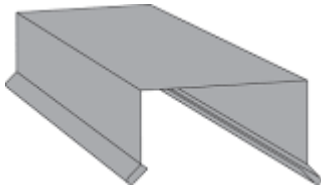
2. The substrate behind the drip screed will be opened to the exposed framing to all the wall to fully allow residual moisture to escape.



Cost: \$1870.00

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Red Arrows PHOTO 3; We will install custom, prefabricated metal cap flashings to all flat surfaces as shown in the report. The caps will be made by a local fabrication firm and installed by us. We will match the cap color as close to the stucco as available. Detail below. This is the proper way to avoid water intrusion with little to no maintenance.



Cost: \$450.00

PROJECT DURATION: The anticipated time from start to finish will be **2-3** working days barring weather delays or delays caused by the inspector. Working days are Monday through Saturday. Day one starts at 9:00 am and each day after will start between 8-8:30 am. We will work until 5:30-6:00 or later depending on progress and weather. If we hit a stretch of rain, we will ask permission to work on Sunday.

EXCLUSIONS: Repairs to wood window and door trim are excluded. Inspecting and/or repairs to your roof are excluded. Replacement and/or repairs to your windows or doors are excluded. Cleaning of gutters are excluded. Removal of landscaping is excluded. Interior repair work unless specified is excluded. Anything related to plumbing and electrical work is excluded. Investigation and/or remediation of mold is excluded.

This proposal details everything that we intend to repair on your behalf, if it is not listed in this proposal, it is not included in this proposal. Investigation and/or remediation of mold is excluded.

PROJECT COST: *Four Thousand Five Hundred Fifty Seven Dollars and Zero Cents, (\$4,557.00).* All work will be invoiced properly.

PAYMENT SCHEDULE: Payment is broken down into two installments. 50% of the total contract is due prior to work starting. The balance is due upon successful completion of the project. We accept two methods of payment.

Electronic Bank ACH Payment. An electronic invoice will be issued to you and provide you with the method of payment through bank ACH. This service carries NO fees. At the time of contract acceptance, advise if this is your preferred method of payment.

Electronic Credit Card Payment. An electronic invoice will be issued to you and provide you with the method of payment through all major credit cards. This service carries a fee of 2.75%. At the time of contract acceptance, advise if this is your preferred method of payment.

A \$350.00 non-refundable deposit will apply when the contract is provided. This amount is credited to balance.

Your method of payment must be identified prior to starting.

SCOPE OF WORK: We will abide by the scope of work as it is detailed in this proposal. If you have any questions, concerns, discrepancies or prefer to adopt other methods that may differ from ours, please advise us prior to the start of your project. Once the project begins, we will not deter from the stated scope of work.

WARRANTY: Two-year labor. Three-year coatings. Manufacturers do not warranty sealants. The ICE warranty does not warranty against water intrusion at any time. The ICE warranty only covers the repair or replacement of any or all work which is defective in workmanship or materials, together with any adjacent or ancillary work which requires replacement because of defective work. Caulking is not warranted by the manufacturer. It is weather reactionary and while the sealants that we use are generally in place for 18-24 months, extenuating circumstances may require that you maintain them earlier or even later than recommended times. Hairline cracks are common with stucco homes. Hairline cracking is not warranted. In the event that the contracted amount is not paid in full, the warranty will become void.

At the end of the two-year limited warranty, you may elect to extend the warranty for an additional two years. In order to achieve a warranty extension, we require that you contact your original stucco inspection firm and have a visual inspection of the property. In addition to the inspection, you must engage ICE to re-caulk the property at an agreed upon cost. Utilizing a different stucco inspection firm voids our liability under the original warranty. We reserve the right to decline future work.

PHOTOGRAPHIC DIARY: As part of our scope of work, we will establish a DropBox photo file and link you to it. We will take photographs and place them in the file so that you will have a photographic record of the work that is performed.

PERMITS: If required, we will pull all necessary permits and schedule any required inspections.

We reserve the right to work without a permit if your home falls within the new flood plain. The reason for this is that to obtain the permit there are documents that you must get notarized. Once we have received the documents from you, we must make an appointment to meet with city flood officials. If we are granted the permit, then there is a city inspector that will contact us 2-4 weeks after obtaining the permit to set up a pre-construction meeting. After said meeting we are then able to schedule your work. In most cases this will be 4-8 weeks. The city is not well organized and the delays in allowing us to schedule your job are hampering our ability to maintain a schedule. The work that is proposed in this document has not one thing to do with flood. Should you wish for us

execution. You will have to wait to set a start date.

SCHEDULE: As with any reputable firm, our schedule is usually quite full. When we allow for project durations we always build in a day or say for weather problems. When we hit great stretches of weather, our schedule accelerates. We have found that it is easier to move our clients up than it is to push them back. Of course, good work is worth the wait! Please contact us regarding scheduling as it changes daily. We will try to accommodate you as best as possible.

PROPOSAL EXPIRATION: This proposal is good for six months. If a contract is agreed upon inside of this proposal time frame, then the proposed number will be carried. In the event that a contract is not decided upon in this time frame then the owner must check to see if the numbers will be good at a later date.

ICE can provide you with a certificate of insurance listing you as a certificate holder. We carry appropriate general liability.

MATERIALS: ICE Stucco Repair certifies that it will always utilize the best quality materials. We will not substitute materials that may compromise your warranty. We do reserve the right to utilize any materials of equal or greater value at any time depending on inventory shortages, material supplier abilities to provide materials timely and, ability to have specific materials meet certain demands. All material suppliers are paid weekly and at no time will we have materials due and owing at project closeout.

WASTE DISPOSAL: All waste associated with this project will be properly disposed of by us in the container we provide. **YOU MUST MAKE SPACE AVAILABLE FOR US TO SET UP.** Our disposal services are contracted with a third-party disposal company. We will do our very best to have the disposal company regularly service the job as well as getting the final disposal containers removed as fast after we finish as possible. Final payment will be due in accordance with the contract and proposal and the timely disposal of final container bags will have no bearing on issuance of final payment. The final payment is due upon completion whether the containers are on site or not.

Depending on the length of the project, we may, at our discretion, opt to set portable restroom facilities for our men. We will need a location on the property, for this service. Our portable restroom service agreement states that the unit will be serviced once per week unless deemed necessary by our foreman.

MISCELLANEOUS: Unless otherwise stated, our crew will NOT require entrance into your home at any time during this project unless otherwise specified. During the project ICE will provide an onsite foreman, skilled mechanics and carpenters, qualified laborers and, upper-level management inspections.

During the time that we will be on site, we will require the use of electrical outlets and water. Our usage is minimal, and you will not see major reflection in your utility costs. There is no need for you to leave your home. We will properly protect and cover all areas that we are working. This will be for the duration of the job. Additionally, we will cover shrubs and driveways and walkways to prevent damage from our material. During the work our materials will need to be stored close to your home. It is imperative that any personal belongings that rest in the work area be removed before we arrive. Our crews will not move patio furniture, plants, decorative items or any such article not related to the repair process.

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 can only be achieved by re-surfacing adjacent wall areas. When accepting this proposal understand that there will be a noticeable difference in the areas that we work and that we are not responsible to obtain a perfect match texture or finish. You may wish to research your paint codes and provide this information to us prior to work beginning. If you provide paint information you are responsible for the color. Understand also that homes that are white as the primary color will not be matched. White will show dirt and staining that will be imbedded into the samples that we take for computer matching. If you have a white home, you may want to have the home painted in its entirety. This proposal does not include re-surfacing all stucco walls.

This is a construction project. During the removal process there may be some minor interior sheetrock damage, nail pop, cracks, or other minor issues. While we exercise all due care, the aforementioned may be unavoidable. Interior drywall repairs are excluded. When you execute your contract be certain that you have understood this section as this proposal will be binding to your contract.

This proposal is based on repairing an existing structure. Landscaping maybe affected by us having to work in beds close to the structure. We will take every precaution to protect shrubs, plants and mulch beds but we cannot guarantee nor are we to be held liable for loss of vegetation. Should you wish to consult a professional landscaper and have your shrubs and/or beds tended to prior to work or protected in any other manner, that is to be left to your discretion and cost.

STUCCO INSPECTION REPORTS/INSPECTORS: We rely very heavily on the stucco inspection report that you and/or your agent or representative has provided, to be able to pin point damage. By using the report, we are able to determine conditions without the need for wastefully cutting out areas in order to discover the underlying conditions. This is a tremendous cost savings to you. ICE is not responsible for the findings of others. ICE, its employees and any division shall not be liable for non-visual defects, unseen or unreported defects or hidden damage not disclosed by the owner or agent of the owner that may exist on the property in question and hereby disclaims any liability thereof. ICE is not responsible for incorrect findings nor are we liable to refund monies for false reporting. ICE is not liable for the determination of where, when or how the inspection is or should have taken place. All parties concerned agree to hold harmless and indemnify this company involving liabilities that may result as it pertains to the findings of others. The hold harmless will apply to ICE as well as the owners of ICE and its employees. ICE is not responsible for locating any source of water, insects or damage. ICE is not obligated to issue credits for areas discovered to have been reported incorrectly. It is stated that ICE must still open the wall and expose the reported damage and that it must still waterproof and return the stucco as it was. Should you go to contract with ICE, this proposal will be part of the contract and this language will apply to the contract moving forward.

The stucco report that has been utilized to provide this proposal is the stucco report that will be used for the duration of the project. At the conclusion of this project, you may wish to bring your stucco inspector back to the project to follow up. This is your option. **YOUR FINAL PAYMENT IS DUE ON THE DAY OF COMPLETION AND NOT AFTER YOUR RE-INSPECT.** If you elect to perform a post project follow up inspection and opt to bring in a different inspector, ICE is under no obligation to accept a new inspection company's report. ICE is under no obligation to agree with a new inspection company's findings nor recommendation.

quality work and as such, a proper warranty. While you may have enlisted the inspector to provide a guideline, the inspector is not considered the expert when it comes to your project. As the inspector is not issuing the warranty, ICE and its management team will be considered the qualified expert decision makers on the project.

About ICE Stucco Repair: We have been performing stucco repair work in and around the Houston area since 2003. From full re-clads to window sealant work, we have the skill and knowledge to complete any project. Both managing partners combine for 60 years of weathered experience. Our employees are trained to the highest level in carpentry, waterproofing, sealant installation, and stucco application.

Each project will be assigned a managing partner, one project manager and one site foreman. The project managers and foreman are present every single day of the job working side by side with their team.

When we assign a crew to perform your work, they will not be working on anything else until they have completed the project to your satisfaction. Our employees have many years of experience, with many of them being with ICE for eight years or more.

For more information on ICE Stucco, please visit our website; www.icestuccorepairs.com and by all means, check out our Google reviews!

Thank you very much for the opportunity to work with you thus far. We are very excited about the chance to assist you with your repair work. Please feel free to call me with any questions that may arise while considering our bid. I am here to help you in every way.

Sincerely,

Gregory S. Carter
Managing Member

EP



*ICE Residential Exterior Repair Services, LLC
3212 Avenue R, 1/2
Galveston, Texas 77550
Phone 281.733-3106*

Two-Year Limited Warranty

Property: 1208 E 29th Street Houston, TX 77009

Description of Work: Stucco Repair

Substantial Completion:

Scope. Contractor agrees to repair or replace or cause to be repaired or replaced any or all work which is defective in workmanship or materials, together with any adjacent or ancillary work which requires repair or replacement because of the defective work, for a period of **two (2) years** from the date of substantial completion. This warranty is specific to the performance of the work that Contractor provided specifically identified in the Contract between Contractor and Homeowners (the "Parties") regarding the above identified Property and any change orders subsequently added to the Contract. THIS WARRANTY IS NOT VALID UNTIL THE COMPLETION CERTIFICATE (EXHIBIT E) IS EXECUTED AND RETURNED TO CONTRACTOR AND FULL AND FINAL PAYMENT IS MADE.

The following items, damage, or conditions are not included in the warranty:

1. Damage caused by outside moisture intrusion;
2. Cracks resulting from structural movement; Caulking or need for additional caulking;
3. Mildew cleaning;
4. Ordinary wear and tear; and
5. Damage resulting from severe weather events such as but not limited to tropical storms, hurricanes, and tornados.

Statute of Limitations. The discovery rule does not apply to this warranty, and the Parties, as a part of their contract, have acknowledged that there shall be no tolling of any applicable limitations period. Instead, the statute of limitations shall be shortened to two years for all purposes, including actions for breach of contract.

Notice. Homeowner must give Contractor written notice of the defective work Homeowner wants Contractor to repair or replace. Contractor is only liable for the repair or replacement of the defective work included in Homeowner's written notice provided during the two-year warranty period. Homeowner expressly waives and releases all claims except those included in the written notice provided by Homeowner to Contractor within the two-year warranty period. **Contractor reserves the right to assess the following fees if the claim for warranty falls outside of said warranty:**

Project Managers - \$300 trip charge

Managing Partners - \$500 trip charge

(1) Managing Partner and (1) Project Manager - \$700 trip charge

Costs apply to repair items outside of the coverage of the warranty.

Warranty Extension. Homeowner has an opportunity to extend this Warranty for an additional two (2) years if the Homeowner properly maintains the work performed by Contractor. At the end of the initial two-year warranty period, Homeowner must hire a third-party stucco inspector to perform a visual inspection of the property. Following the inspection, Homeowner shall engage Contractor to re-caulk and seal the home at an agreed upon price to be provided once Contractor has reviewed the inspection report.

Transferability. This warranty is transferrable in the event that the Property is sold within the warranty period. The warranty will remain attached to the original Homeowner's Contract and the terms of this warranty will strictly adhere to said contract with no variation. All parties under the warranty, whether original Homeowner or subsequent purchaser and transferee of this warranty, will be bound by the terms of the original contract. Any and all arbitration and/or legal remedies will be governed by the language in the original contract.

This warranty is immediately voided if any other contractor touches any part of the work in place that is covered under this warranty.

Disclaimer. This written warranty takes the place of and supersedes all other warranties, whether express or implied, including the implied warranties of good and workmanlike services, merchantability and fitness for a particular purpose. Contractor disclaims all other warranties. Customer expressly recognizes the disclaimer of such warranties.

ICE Residential Exterior Repair Services, LLC

Gregory S. Carter

Print: Gregory S. Carter, Managing Member

EP



ICE Residential Exterior Repair Services, LLC

COMPLETION OF PROJECT CERTIFICATION

Owner: Erin Parisian

Contractor: ICE Residential Exterior Repair Services, LLC.

Project: Residential Stucco Repair

Location: 1208 E 29th Street Houston, TX 77009

Contract Value: \$4,557.00

Payment Received: Yes

Owner and Contractor certify to all known parties that the Project referred to above has been completed to the satisfaction of the Owner. For purposes of this certification, "Completion" means the actual completion of the work identified in Exhibit B and the Contract, including any extras or change order work reasonably contemplated by Owner and Contractor, other than any warranty work that may arise during the warranty period.

Contractor and Owner certify that all sums of money due and owing have been satisfied and that Contractor has no claims for payment against Owner.

Owner Signature

Date

Gregory S. Carter Managing Member
Ice Residential Exterior Repair Services, LLC.