

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 Owner.
3. Access holes in the slab, water, porches or driveways created by Contractor will be patched with concrete. Owner is responsible for replacing or installing floor covering. When inside support is recommended, Contractor will only replace hardboard flooring with plywood and screeds. Owner 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 \$125.00 each. **IN FOUNDATION ADJUSTMENT, CONDITIONS MIGHT APPEAR WHEN WORK IS BEGUN THAT WERE NOT VISIBLE ESTIMATE WAS SUBMITTED, SUCH AS INSUFFICIENT REINFORCING STEEL IN CONCRETE SLAB OTHER ORIGINAL FOUNDATION STRUCTURAL DEFICIENCY, IN SUCH CASES THE WARRANTY BECOMES INVALID.**
5. During the described work, sheetrock, wallpaper, or other rigid materials might crack or shift. Contractor is not responsible or liable for repairs, decorations, 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. Owner is responsible for clearly making the existence of any installed such as sprinkler, septic, electrical, phone or data that is not part of the main service to the structure.
7. On all Lifetime Warranties, a new-Owner Transfer fee of \$100.00 is required of any subsequent owner, without ownership interruption, paid to the Contractor, and the new Owner must notify the Contractor within three (3) months of taking ownership of the existing property. Failure to comply with these requirements within three (3) months will result in the warranty being voided.
8. Contractor and Owner agree that any dispute or lawsuit arising out of this Agreement shall be resolved by mandatory and binding arbitration laws in this state and accordance with this agreement and the rules of the American Arbitration Association 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 Owner.
10. **EXCLUSION TO THE LIFETIME TRANSFERABLE WARRANTY: (which may incur an adjustment fee)**
 - (1) Have or upward movement of the foundation due to soil repair.
 - (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 Issues.
 - (6) Structural changes.

This contract is subject to Chapter 27, Property Code. The provisions of that chapter may affect your rights to recover damage arising from the performance of this contract. If you have a complaint concerning a construction defect arising from the performance of this contract and the defect has not been corrected through normal warranty service, you must provide notice regarding the defect 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. The notice must refer to Chapter 27, 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 the selection 27,004. Property Code.

This Agreement, in order to be binding under Contractor, must be signed in the space provided below and one copy returned in this office within _____ days of the date shown above. Checks should be made payable to: Texas Foundation Repair.

Note: If the following contract is signed and the work is canceled, the client has the obligation to pay \$500.00, as a cancellation fee.

SPECIAL PROVISION

- 1) 5 years guarantee (transferable); no extra cost
- 2) Plumbing pipes that were damaged by the work to be fixed with no extra cost.
- 3) Add 22 piers
- 4) Start date: 11/24/2023, End date: 11/25/2023

Owner Signature

Date

11/19/23

Contractor Signature

Date

11/11/23

5) If the job is not completed 7 days after the end date, job price will decrease by \$100 per day.