



PLUMBING
ELECTRICAL
FOUNDATION REPAIR
AIR CONDITIONING & HEATING

December 2007

Gayle Ann Gourwitz
11715 Chapelle
Houston, TX 77077

RE: 11715 Chapelle
Job # 155861

CHURCH SERVICES has recently completed repairing your foundation and included in the repairs procedure was the installation of 38 pilings at the approximate locations shown on the enclosed sketch.

We at CHURCH SERVICES demand quality in our workmanship and stand behind our work by granting a lifetime service agreement with the privilege of unlimited transferability. Enclosed is our agreement regarding the foundation repair work conducted on your residence and the lifetime service and unlimited transferability provisions. Please note that we need your help to keep water from ponding/standing around the foundation, which requires constant maintenance of grade, gutters and/or drainage systems around the residence.

The enclosed sketch of the piling locations and lifetime service agreement should be kept in a safe and convenient location for your future reference.

The owners and employees of CHURCH SERVICES would like to thank you for your patience and cooperation during the foundation repair procedure. Please find enclosed a Questionnaire concerning our performance on your repair and please mail back in the postage-paid envelope. Thank you again for allowing CHURCH SERVICES to perform the repairs at your home.

Sincerely,

A handwritten signature in black ink, appearing to read 'Ken Farris', with a long horizontal flourish extending to the right.

Ken Farris

KF/ems

Enclosures

PO BOX 79589
HOUSTON, TEXAS
77279-9589
281-497-8602
FAX 713-932-0550



PLUMBING
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LIFETIME SERVICE AGREEMENT

Date: December 2007

Owner: Gayle Ann Gourwitz
11715 Chapelle
Houston, TX 77077

Work was Performed: December 2007

LIFETIME SERVICE AGREEMENT

OWNER recognizes that soil conditions in this area are such that there may occur some future shifting of the soil. If any re-raising due to settling of the area of the structure on which CONTRACTOR performs the work, CONTRACTOR will re-raise settled areas where the above described pilings have been installed, without cost to OWNER for the life time of the structure. The removal and/or replacement of any type of floor covering for the adjustment of interior pilings shall be at OWNER'S expense. The Lifetime Service Agreement does not cover any damage related to the settlement or the reraising of structure.

TRANSFERABILITY:

OWNER'S rights hereunder may be assigned to a purchaser of the property covered by this Agreement and all of the terms, provisions, the LIFETIME SERVICE AGREEMENT provided herein shall be binding on CONTRACTOR, provided, however, OWNER or the purchaser must notify CONTRACTOR in writing of such transfer of ownership within thirty (30) days after the effective date of the transfer of title of the property and provide a fee of \$100.00 to transfer.



www.churchservices.com

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P.O. BOX 79589
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FAX 713-932-0550

Date: 11-15-07

Church Services herein referred to as "Contractor" and:

Gayle Hon Gourwitz
Name
11715 CHAPELLE HOUSTON
Address

Herein referred to as "Owner" agree that Contractor will furnish labor, equipment, and materials to perform the following described work to the above described premises in a workmanlike manner.

1. REPAIR OPTIONS

LIFETIME SERVICE AGREEMENT

<input checked="" type="checkbox"/> A. Segmented Piling System <u>19</u> Exterior <u>19</u> Interior	Lifetime Unconditional (No adjustment fee) \$100 service charge to transfer Lifetime Service Agreement.
<input type="checkbox"/> B. Bell Bottom Piers _____ Exterior _____ Interior	Lifetime Transferable Service Agreement; Ten Years Unconditional (\$40.00 per pier adjusted after ten years) \$100 service charge to transfer.
<input type="checkbox"/> C. Tunneling _____ Linear Feet	

2. Cost to Owner for the heretofore described work is \$ 12,000.00 one-half (1/2) to be paid when the job is started and final payment shall be due immediately upon completion of the leveling procedure.

3. Owner will provide Contractor with water and electricity

4. Job site will be clean of all excess dirt and material.

5. Existing builder's piers that the Contractor must cut loose will be billed to Owner as an additional cost, which will be priced on a case by case basis. \$ 100 /pier.

6. The Contractor will temporarily remove plants and shrubs which obstruct pilings/pier installation. All plants and shrubs will be replanted, but The Contractor does not guarantee nor are we responsible for continued longevity. CONTRACTOR does not assume any responsibility for existing warranties that become void, as a result of the repairs. This includes a termite protection warranty. Contractor not responsible for the removal or replacement of the floor coverings for installation of interior piles/piers.

7. IN FOUNDATION LEVELING, 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 LIFETIME SERVICE AGREEMENT BECOMES INVALID.

8. MOLD AND OTHER CONTAMINANTS: Contractor and Owner expressly agree that Contractor and its employees and agents will not be liable for damages or costs of any type-and Owner will hold harmless and indemnify Contractor from any and all claims or causes of action, including negligence, arising in any way from exposure to or the presence, release, growth or origin of any microorganism, organic or inorganic contaminant including, but not limited to: mold, mildew, fungus, yeast, allergens, infectious agents, wet or dry rot, rust or lead occurring in any way as a result of the services provided and work performed. The provisions contained herein are expressly material to this Agreement and the "cost to the Owner" for the heretofore described "work" is determined in part by the agreement of the Owner to these provisions.

9. It is understood and agreed that in order to perform the above described work it is possible that the sheetrock, tile, brick, wallpaper, or other rigid materials may be damaged or need to be removed. The above figure does not include any redecorating, repairing, electrical work or the replacement of any materials not called for in this Agreement. CONTRACTOR will call the proper agency for the utility lines to be located. Any line not properly located is not the responsibility of the CONTRACTOR. The CONTRACTOR is not responsible for any damage caused because of rotted, deteriorated, and pre-existing conditions. CONTRACTOR is not responsible for plumbing leaks or broken utility lines resulting from the installation or leveling of the piles/piers.

10. The Owner may order extra work to be done not contemplated by this Agreement; in such event, a separate Agreement for such work shall be entered into between the Owner and the Contractor. No oral representation made by anyone can change or modify this Agreement.

11. This Agreement, in order to be binding upon CONTRACTOR, must be signed in the space provided below and returned to the office of contractor within 30 days from the date shown above.

12. Other Considerations:

Price includes 10 year warranty on all Texas pilings installed

This contract is subject to Chapter 27, Property Code. The provisions of that chapter may affect your right to recover damages arising from the performances of this contract. If you have a complaint concerning a construction defect arising from the performance of this contract and that defect has not been corrected through the Lifetime Service Agreement, you must provide the notice 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 Section 27.004, Property Code.

Gayle Hon Gourwitz
Owner

Owner

Date
BY [Signature]
Date
Contractor

CHURCH SERVICES



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PO BOX 79589
HOUSTON, TEXAS 77279-9589
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FAX 713-932-0550

Name: GAYLE ANN GOURWITZ

Phone No.: (W) WK 281-759-0202

Address: 11715 Chapelle

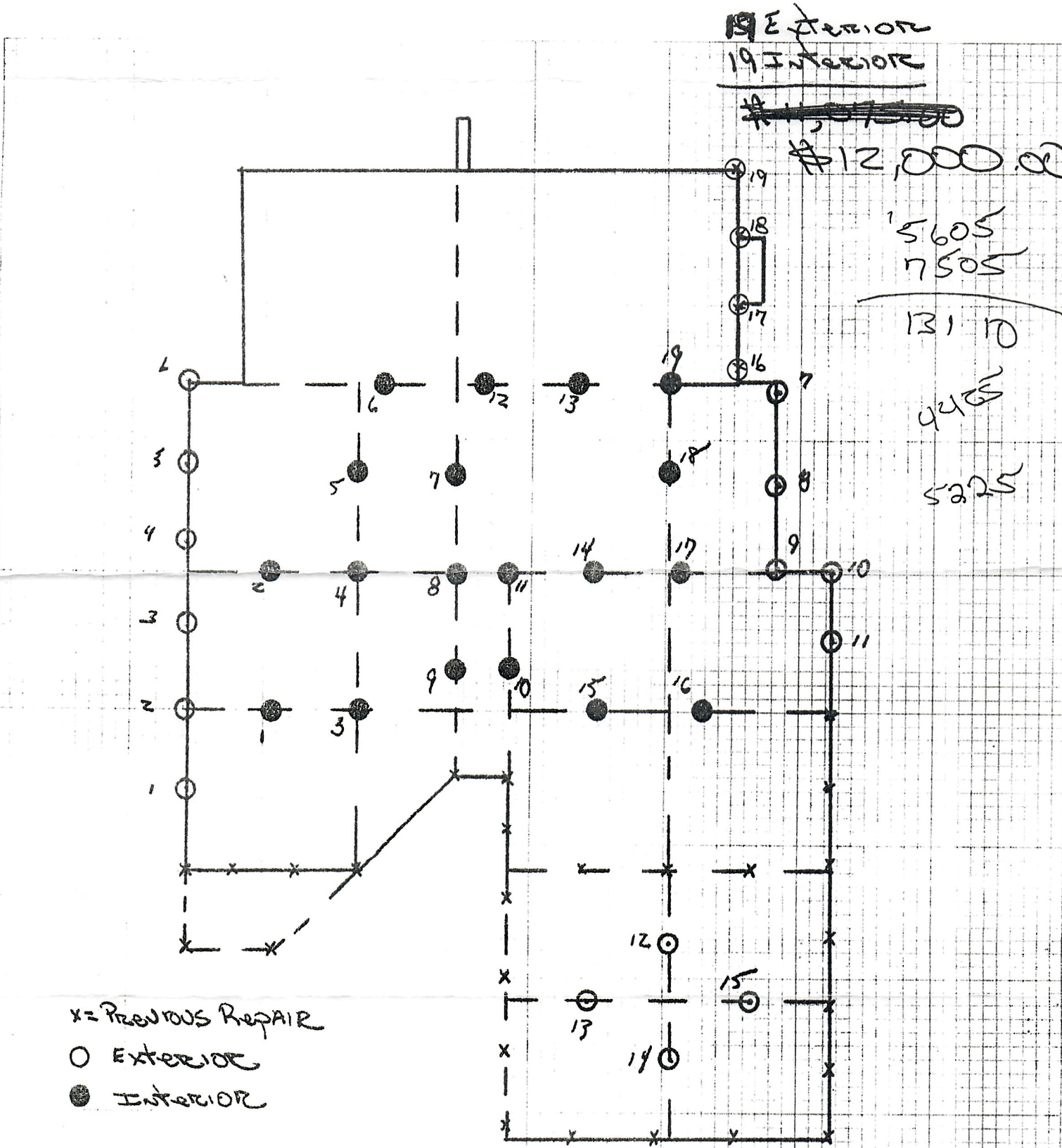
(H) Call 713-962-9895

HOUSTON 77077

Key Map#: 489J Date: 11-6-07

No. of Stories: 1 1/2 STORY

Foundation: Slab on Grade



Disclaimer: All reports, test results, drawings, sketches, plans and other information concerning the project or proposed project (including without limitation any and all measurements, dimensions, square footages, specifications, fixture locations, defect locations, connections, and all other information set forth therein) constitute the proprietary information of Church Services and are for the internal use of Church Services only. In some instances such information is approximated. Accordingly, Church Services makes no representations as to the accuracy of the foregoing information and third-parties rely on such information at their own risk.