

APPROVED PRO-LIFT AGREEMENT

Advanced Foundation Repair, LP, (Contractor) and Danny & Megan Beldin (Owner), agree that Contractor will furnish labor, materials, and equipment and perform the work described below to the structure located at:

Address: 400 S 8th Ave.

City Teague, State Texas Zip 75860

WORK TO BE PERFORMED

LIFETIME WARRANTY WORK:

Underpin and raise the sections of the structure to as near the original grade as practically possible using:

concrete pilings /  steel pilings/  anchor cable-steel without sleeve /  anchor cable-steel with sleeve and  concrete pilings /  steel pilings /  anchor cable-steel without sleeve /  anchor cable-steel with sleeve, as shown on the attached drawing and made part of this agreement.

UNWARRANTIED WORK:

Install: \_\_\_\_\_ Support Pads Tunnel: \_\_\_\_\_ Feet Pressure Grout the void under the slab = No

Perform a pre plumbing test = No Perform a post plumbing test = No  
(To perform plumbing tests cleanouts must already be present, if they are not present, customer must pay to install cleanouts.)

Provide Engineer's certification/sign-off letter = No

Other work: \_\_\_\_\_

Cost to Owner for the above described work is \$ \_\_\_\_\_ (the "Contract Amount"). Owner agrees to make payment as follows: \_\_\_\_\_ is due when work begins and \_\_\_\_\_ is due the day lifting and covering the pilings is complete, and \$0.00 after pressure grouting (if included). Contractor and Owner agree to pay interest of 18% on any amounts that are not paid on time. Owner and Contractor agree that all payments will be applied first to interest, then to fees, and last to the Contract Amount.

\*\*\* LIFETIME TRANSFERABLE WARRANTY \*\*\*

If any adjustments to Contractor's piers or pilings are required during the life of your home due to settling of Contractor's piers or pilings, Contractor will re-adjust all affected piers or pilings at no charge to Owner. If Contractor is unable to meet its obligations under this warranty, the Texas Foundation Warranty Trust will take over Contractor's warranty obligations. If you sell your home, to transfer the warranty, the buyer must complete the warranty transfer form and file it with Contractor within 30 days of the sale. There is a charge of \$10.00 to transfer your warranty. To arrange a warranty transfer, call your Pro-Lift Contractor at the above phone numbers. This paragraph sets forth the entire warranty for this work. All other warranties, expressed, implied, or statutory are hereby disclaimed. With regards to payments, the parties agree that time is of the essence. If full payment is not timely made, all warranties, expressed, implied and statutory are void. If Contractor's pilings are altered or adjusted by any party other than Contractor all warranties will be void.

- 1) Contractor will provide all labor, materials, and equipment required to complete the work. Contractor will perform the work in a good and workmanlike manner. Owner will supply Contractor with water and electricity. If Contractor supplies a generator(s), because Owner fails to supply electricity, Owner agrees to pay a fee of \$100.00 per day for generator.
- 2) The work will be reviewed and certified by a registered professional engineer or their representative if "YES" is circled for engineer above.
- 3) Contractor will call for line checks as required by state law. Contractor has no control over the line check personnel or their scheduling.
- 4) For Owner's protection, Contractor will carry at least \$1,000,000 each of liability insurance, workers compensation insurance and vehicle insurance.
- 5) Contractor will repair any damage to plumbing caused by Contractor, except damage caused by lifting and driving pilings. Contractor will not be responsible for repairing pre-existing plumbing problems or deteriorated pipes.
- 6) IN FOUNDATION REPAIR, STRUCTURAL CONDITIONS MIGHT APPEAR WHEN WORK IS IN PROCESS THAT WERE NOT VISIBLE WHEN YOUR ESTIMATE WAS PREPARED. SUCH AS INADEQUATE REINFORCING STEEL IN YOUR SLAB, AND/OR OTHER STRUCTURAL DEFICIENCIES. IN SUCH CASES, OWNER WILL HAVE THE CHOICE OF TERMINATING THIS AGREEMENT AND RECEIVING A FULL REFUND OR OF PROCEEDING WITH THE WORK WITH NO WARRANTY.
- 7) When repairing foundations, it is possible that sheetrock, wallpaper, plaster, roofing, piping, wiring or other materials may crack, wrinkle, or break. Therefore, it is agreed between Owner and Contractor that this contract does not include repairing or replacing any materials or systems not specifically included in this agreement. It is also agreed that Contractor shall not be responsible for trees, shrubs, other plants, sprinklers, lighting or other items that might be damaged when the work is performed. Contractor shall not be responsible for the cost of any such repairs.
- 8) Owner may order work that is not described in this agreement, in which event Owner and Contractor shall enter into a separate written agreement describing such work. No oral representation by anybody can change this agreement. This agreement is the entire agreement between Contractor and Owner, and supercedes all other discussions and agreements concerning the work described herein.
- 9) Owner and Contractor agree that any dispute, or lawsuit related in anyway to this agreement or the work related thereto, shall be resolved by mandatory and binding arbitration administered by the American Arbitration Association (AAA) in accordance with this arbitration agreement and under the

Steel, Concrete, Drilled, Helical

EXT 9, INT \_\_\_\_\_, TOT 9

TOTAL PRICE                     

# ADVANCED FOUNDATION REPAIR

NAME Danny Megan Beldin

D. 400 S. 8th

TEL                     

DATE                     

MAPSCO                     

- X EXTERIOR
- ⊗ INTERIOR
- ▼ SLAB CRACK
- BUILDERS PIERS
- ⊠ PREVIOUS WORK

### LEGEND

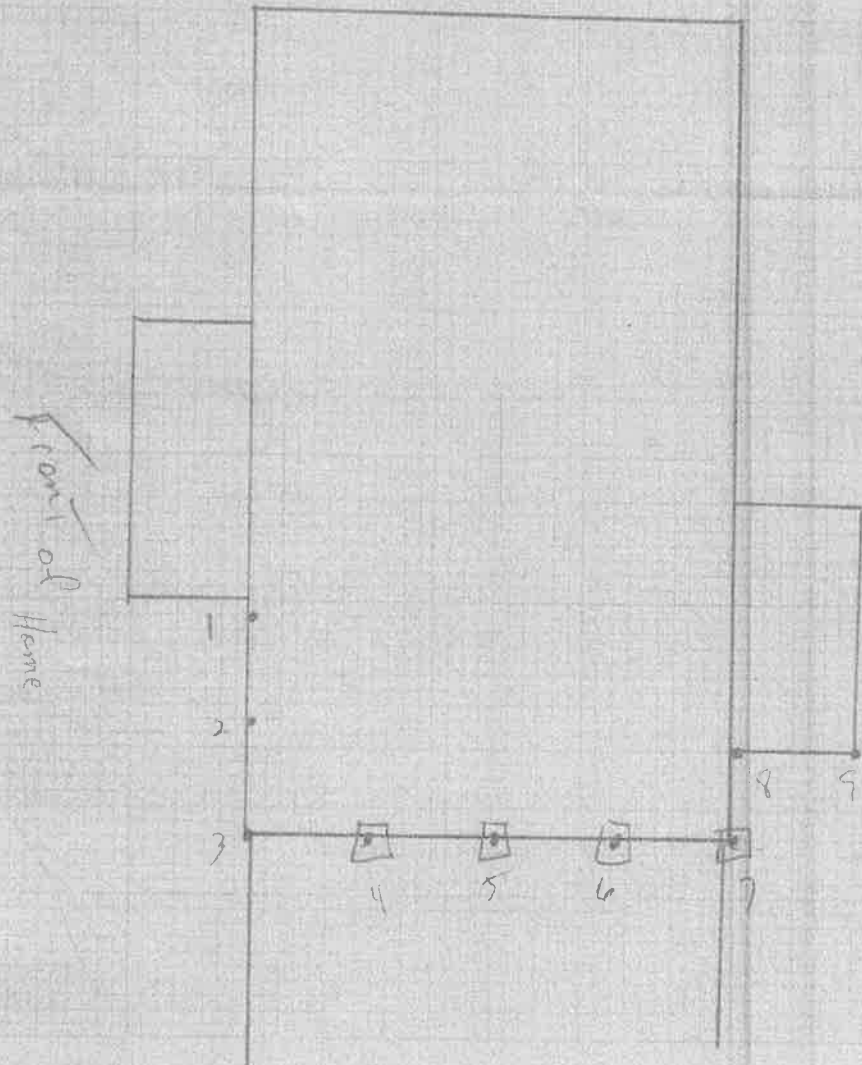
- - - PROP. LINE
- +— FENCE
- △ WALL CRACKS
- ⊠ A/C UNIT
- ← SLOPE

### SITE CONDITION

- WOOD DECK
- SPA
- POOL EQUIP.
- ADD-ON

### BUILDING DESCRIPTION

- / STORY
- √ BRICK
- 20 GRADE BEAM DEPTH
- 9 BREAK-OUTS
- POST TENSION



OWNERS \_\_\_\_\_ OWNER \_\_\_\_\_