



Two Brothers Foundation Repair, LLC

2929 Allen Parkway #200 Houston, TX 77019 // 832-710-6957

Agreement: This Agreement is made and entered into by and between Two Brothers Foundation Repair, LLC, hereinafter referred to as "Company" and the parties listed below, hereinafter referred to as "Owner":

Please print _____ (owner #1)

Please print _____ (owner #2)

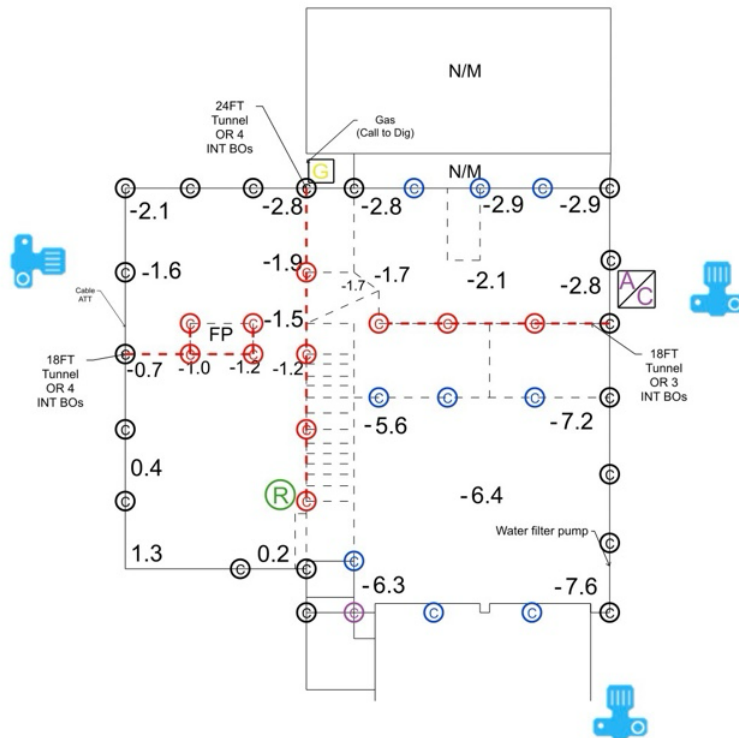
In exchange for Owner's promises and agreements described below and in accordance with the Terms and Conditions attached and made part of this Agreement, Company agrees to do the following on the foundation of the structure known as:

Street 12739 Skyknoll Ln
City Houston State TX Zip 77082

Drawing NOT to scale and for the purpose of showing the general location of work only!



40 Pilings Total
9 Exterior Breakouts
60FT Tunnel -OR-
11 Interior Breakouts





Interior Breakout Plan

LIFETIME WARRANTY WORK: Underpin and raise sections of the structure to as near the original grade as practically possible as shown on the drawing made part of this Agreement using 40 concrete pilings.

Piling Installation Access: 11 Int. Breakout(s) - *this is an interior hole that is made through the concrete & piling is installed*

9 Ext. Breakout - *this is an exterior hole that is made through the concrete & piling is installed*

N/A Tunneling per ft. - *this is an access point created by tunneling under the foundation*

Note: For interior breakouts home/building should be vacant/empty. TBFR will replace concrete, broom clean and try to (best able) contain dust. Professional cleaning service is highly recommended to be hired post foundation repair.

Final Engineering report will be ordered upon receipt of payment in full = Yes / No

Homeowner performed a pre plumbing test = Yes / No Homeowner Perform a post plumbing test = Yes / No

Cut through N/A existing piers

Other work Backfill, Patch Breakouts, Clean & Haul Debris

BID TOTAL is: \$23,500.00 if paid by cash/check/online; + 3% transaction fee for cc

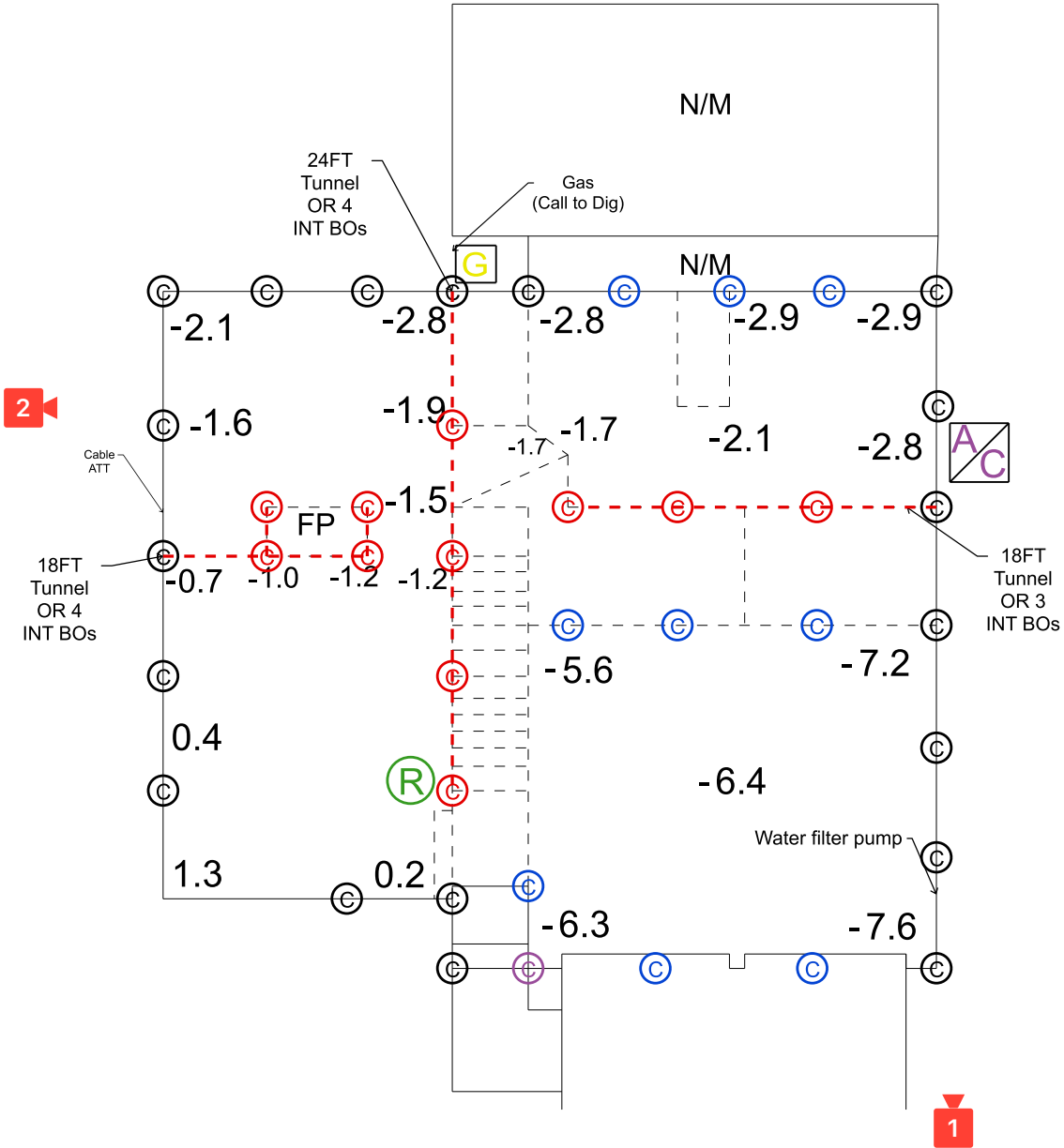
25% Down Payment Amount due upon signing this Agreement: \$5,875.00 _____

25% Initial Payment Amount due on the day work begins: \$5,875.00 _____

50% Final Payment Amount due on the day work is completed: \$11,750.00 _____

THIS BID is good for 90 days from this Date of Inspection: 5-25-2026 _____

40 Pilings Total
9 Exterior Breakouts
60FT Tunnel -OR-
11 Interior Breakouts

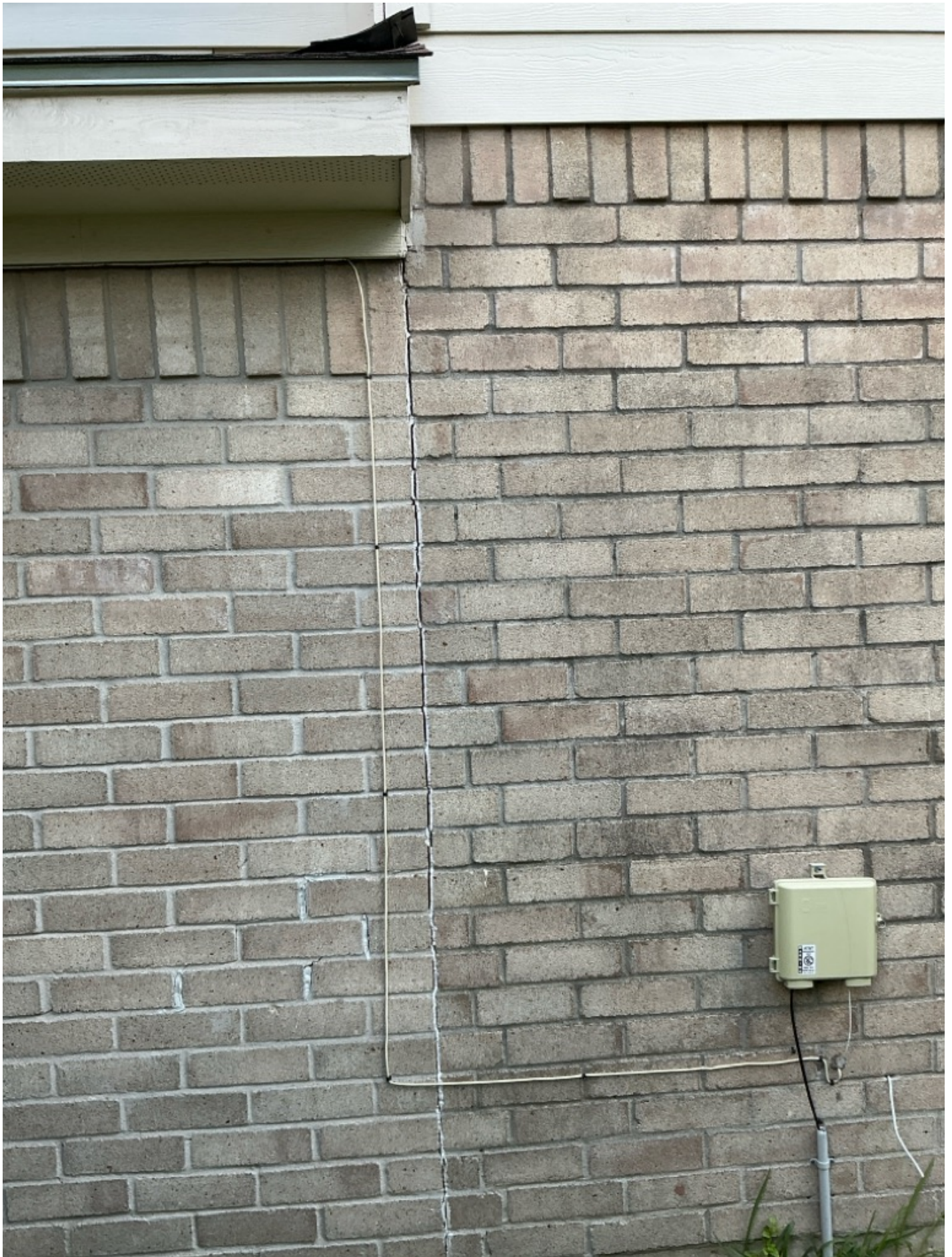
















Terms and Conditions

Work: The "Work" to be performed is set forth in this Agreement, including provided drawings and addendum. The Work shall be limited to that described herein and subject to any agreed Change Order. The BID TOTAL quoted is based upon visual observations and assuming the structure has been built using standards of construction as determined by standard building codes and practices. If unforeseen or unknown conditions are discovered, Company, in its sole discretion, may provide Owner with a Change Order for a new scope of "Work" for Owner to approve and sign. The Work to be performed under this Agreement is designed to attempt to return the foundation to as close to original horizontal position as possible. The house will be lifted until, **in the sole opinion of Company**, further raising will produce or create unacceptable damage to the foundation or structure. If spread footings, builders and/or drilled piers are discovered after the Work has begun and it is necessary to remove or cut them loose from the foundation, an additional fee of \$75.00 will be due for each builder's or drilled pier that must be removed or cut off from the foundation.

Owner Responsibilities: Owner agrees to i) provide access/facilitate the location of utility lines, ii) identify property lines, iii) ensure that construction areas are free of hazards; and iv) keep persons and pets out of the construction areas at all times while the work is in progress. Owner shall supply the Company with water and electricity at Owner's expense. Owner shall be responsible for removing exterior lights from the construction area prior to the work commencing. Company must have access to the breaker box/garage at all times and must enter the property at the time it is leveled and/or pressure grouted.

Lifetime Warranty: It is the intention of Company to permanently stabilize the settlement of that portion of the foundation covered by this Agreement within one (1) part in two hundred forty (240) parts for the life of the structure that it supports (**or one (1) inch over a twenty (20) foot horizontal span**). This warranty applies to **ONLY** the Work performed by Company under the terms, provisions and conditions of this Agreement.

This Lifetime Warranty Shall Be Null and Void If:

1. Full payment is not made within twenty (20) days of completion of the Work as specified in this Agreement.
2. An additional story is added to the structure, or changes of a similar scope are made, without the prior written approval of Company, when such changes would affect loads on the foundation.
3. The structure is sited on a fault or is affected by an earthquake, or other acts of God.
4. Underground facilities or swimming pools are installed within a horizontal distance from the foundation equal to or less than their depth.
5. The foundation is undermined (e.g. soil slumping, eroding, plumbing leaks, creek beds, excavations, groundwater, etc.).
6. The foundation is damaged by any accidental, intentional or negligent acts by Owner or a third party.

Limitations and Exclusions from Liability: Unless otherwise provided herein, Company's liability shall be limited or excluded as follows:

1. The Work to be performed by Company has inherent risks and may cause damage, cosmetic and otherwise. Company has no obligation to repair or to replace any damage, whether it is exposed, concealed, or buried, to the foundation, structure, floors, walls, plumbing, electrical wiring, other portions of the structure and its systems, furniture, fixtures, furnishings, landscaping, sprinkler systems, vegetation, wood, or other decks, spas or personal property without regard to when or where said damage occurs. However, if damage occurs due to negligence of Company, Company is obligated to make repairs.
2. Company may need to remove landscaping, which interferes or obstructs construction areas. Any such landscaping will be replanted but Company is not responsible for damage to, or loss of, landscaping and Company does not provide any warranty on landscaping.

_____ Initial

3. For best outcome, homeowner is encouraged to remove landscaping prior to foundation work starts.
4. Owner expressly agrees that Company and its employees, officers, directors, and shareholders shall not be liable for damages or costs of any type, and Owner will hold harmless and indemnify Company from any and all claims and causes of action, including negligence, arising in any way from exposure to, or the presence, release, growth, or origin of any mold, mildew, fungus, yeast, allergens, infectious agents, wet or dry rot is not responsible for damage to, or loss of, landscaping and Company does not provide any warranty on landscaping, rust or lead occurring in any way as a result of the Work performed.
5. Any access holes in the slab, driveway or other created by Company will be patched, but patches will likely not match in color. Company is not responsible for water intrusion from patched concrete. Owner understands and agrees that all concrete patches should be sealed.

Change Orders: Company may perform additional work if it is the subject of a Change Order. Any changes to the scope of Work will require Owner and Company to sign a written Change Order that will become part of this Agreement. Upon the discovery of previously undisclosed or unidentified conditions or material changes in the Work conditions, Company may ask for a Change Order or discontinue installation and terminate this Agreement without any further obligation to Owner. If Owner refuses to agree to the Change Order, Company may refund monies paid less cost of materials and labor incurred, and this Agreement shall be of no further force and effect, and the Lifetime Warranty shall be void.

Cancellation Policy: If homeowner cancels job anytime before 10 days of scheduled work day, homeowner will be returned 100% of down payment. If homeowner cancels job within 10 days of scheduled work day, homeowner forfeits 25% of down payment. If homeowner cancels job within 48 hours, homeowner forfeits 50% of down payment. Homeowner will be returned down payment within 10 days of written notice of cancellation.

_____ Initial

Limits of Company Liability: Owner agrees, to the fullest extent permitted by law, that Company's liability for any and all claims, losses, costs, damages of any nature whatsoever shall be limited to and will not exceed the total paid by Owner to Company. Such claims and clauses include, but are not limited to negligence, strict liability, breach of contract or warranty. Both Owner and Company waive any claims against the other for loss of use, lost profit, lost revenue, indirect, incidental, consequential, special or exemplary damages relating to the Work or this Agreement. Company's liability for the Work performed shall be limited to the correction of any materials and workmanship as set forth in this Agreement.

Arbitration of Disputes: In the event that Owner and Company cannot agree that the movement in the foundation has been controlled and settlement is within the tolerances specified above, it is specifically agreed by acceptance of this warranty that the matter shall be determined by binding arbitration. Each party shall select one (1) arbitrator who shall be a Registered Professional Civil or Structural Engineer, experienced in the field of shallow foundations and engaged solely in the private practice of his or her profession. If the 2 selected engineers cannot reach agreement, then an Arbitrator of like qualification shall be selected by the American Arbitration Association, or any successor thereto, on application of either party. Arbitration shall be conducted in accordance with the rules prevailing of the American Arbitration Association, or any successor thereto.



Transfer of Warranty: In the event a change in ownership occurs, assignment of the Lifetime Warranty to a new Owner(s) must be accomplished no later than thirty (30) days after transfer of title. Assignment will be made in accordance with the Lifetime Warranty and with the procedures in effect at the time of transfer, upon receipt of payment of the transfer fee current at the time of transfer. So long as the provisions of this paragraph are met, there is no limit to the number of transfers that can be made. **ASSIGNMENT MUST BE PROPERLY MADE WITHIN THIRTY (30) DAYS AFTER TRANSFER OF TITLE OTHERWISE THIS WARRANTY IS NULL AND VOID.**

To transfer the Lifetime Warranty, a written request stating the name of the new Owner(s) and the property address must be mailed along with a check for \$300.00 (or the current transfer fee) to the address stated below.

Termination: Company may terminate this warranty at any time by paying to the current Owner an amount equal to the total payments made under this Agreement.

Notices: Direct notices to: Two Brothers Foundation Repair, LLC, located at 2929 Allen Parkway, #200 Houston, TX 77019, Phone: (832) 710-6957, E-mail: Aaron@twobrothersfoundationrepair.com.

Miscellaneous: In the event it is necessary to file suit for the enforcement of this Agreement, suit shall be brought in Harris County, Texas. If it is necessary to take action or collect the monies due under this Agreement or to file suit, the non-prevailing party agrees to pay all of the prevailing party's reasonable costs of collecting or securing the monies due pursuant to this Agreement, including costs actually incurred for filing and releasing mechanics and material men's liens and reasonable attorney's fee. All amounts due under this Agreement that are not paid when due will bear interest at the lower of the maximum rate permitted by law or 18% per annum from the time at which such amounts become due. Past due amounts will be applied first to accrued interest, then to costs and expenses and then to the BID TOTAL. **No changes to this document will be valid unless approved in writing by both parties.**

IMPORTANT NOTICE: You and Company are responsible for meeting the terms and conditions of this Agreement. If you sign this Agreement and you fail to meet the terms and conditions of this Agreement, you may lose your legal ownership rights in your Improvements. **KNOW YOUR RIGHTS AND DUTIES UNDER THE LAW.**

RESIDENTIAL CONSTRUCTION LIABILITY ACT (RCLA) NOTICE: This Agreement 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 Company 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 Company, you must provide Company an opportunity to inspect and cure the defect as provided by Section 27.004 of the Texas Property Code.

YOU, OWNER, MAY CANCEL THIS TRANSACTION AT ANY TIME BEFORE MIDNIGHT OF THE THIRD BUSINESS DAY AFTER THE DATE OF THIS TRANSACTION. SEE THE ATTACHED NOTICE OF CANCELLATION FORM FOR AN EXPLANATION OF THIS RIGHT.

BY SIGNING BELOW, YOU CONFIRM THAT YOU HAVE READ AND UNDERSTAND THE TERMS AND CONDITIONS OF THIS AGREEMENT AND YOU WILL ABIDE BY THE TERMS AND CONDITIONS AS SET FORTH IN THIS AGREEMENT AND YOU AUTHORIZE COMPANY TO PERFORM THE WORK AS SPECIFIED IN THIS AGREEMENT.

Company: Two Brothers Foundation Repair LLC

Owner(s):

1. _____ **Date:** _____

2. _____ **Date:** _____