



Foundation Repair Agreement

TDS Foundation Services/dba Fix My Slab Foundation Repair (hereinafter "Fix My Slab"), and Gary Hermann, (hereinafter "Owner"), agree that Fix My Slab will provide foundation repair services on the property located at: 103 Cove Pl., Montgomery, TX. 77356 in accordance with this foundation repair contract between the parties, dated the 15th day of Mar-22. These foundation repairs performed by Fix My Slab are warranted by Fix My Slab for the life of the structure it supports, subject to the limitations found in the Addendum of this contract.

Owner Initial gh

OWNER HAS ELECTED THE FOLLOWING REPAIR PLAN:

☐ Conventional Adjustment 1 Year warranty
_____ Exterior _____ Interior _____ Total

☒ Concrete Piers Lifetime Warranty
17 Exterior 0 Interior 17 Total

☐ Steel Piers Lifetime Warranty
_____ Exterior _____ Interior _____ Total

☐ Bell Bottom Piers 10 Year warranty
_____ Exterior _____ Interior _____ Total

☐ Tunneling _____ linear feet

☐ Drainage: _____ linear feet

☐ Drainage Pipe _____ linear feet

☐ Permit ☐ Engineer's Letter

☒ Other: **POST LIFT HYDROSTATIC TEST**

Amount: \$ 7,950.00, with \$ 3,975.00 due when work begins and \$ 3,975.00 due upon completion of work.

5% CASH DISCOUNT

Owner Initial gh

ADDENDUM

- Fix My Slab has no obligation to repair or to replace any damage whether it is exposed, concealed, or buried, to the foundation, structure, floors, plumbing, electrical wiring, other portions of the structure and its systems, furniture, fixtures, furnishings, landscaping, vegetation, wood or other decks, spas, or personal property without regard to when or where said damage occurs. Please remove all items from the walls in the area to be lifted. Please remove exterior lighting from the work area before the work is to start. Fix My Slab will transplant shrubbery at the point of installation, but we cannot guarantee the longevity of the plants.
- Access holes in the slab, walks, porches, or driveways created by Fix My Slab will be patched with concrete. Owner is responsible for replacing or reinstalling floor covering. When inside supports are recommended, Fix My Slab will only replace hardwood flooring with concrete at original height and texture. The Owner is responsible for repair and/or replacement of tile, wood or laminate flooring, and stretching of carpet.
- Any existing builder's piers that must be chipped and/or cut away will be charged to the owner at a cost of ~~\$150.00~~ each. If after work has begun, it is discovered that the foundation has been constructed of substandard materials and lacks the structural strength necessary to properly transfer the load imposed by underpinning, there may be an adjustment in the contract price and scope of work. Substandard construction is usually not discovered until work has begun and possibly not until a lift is attempted. During the described work, sheetrock, wallpaper, bricks, pipes, and other rigid materials may crack or shift. Fix My Slab is not responsible or liable for repairs, decoration, electrical work, carpet, tile, hardwood/laminate flooring, cabinetry, pipes, or the replacement or repair of any materials unless expressly specified in this contract.
- Owner is responsible for clearly marking the existence of sprinkler systems, and plumbing such as septic tanks, additions with plumbing, and water wells.
- On all Lifetime Warranties, a New-Owner Transfer fee of \$100 (or current transfer fee) is required of any subsequent owners, paid to Fix My Slab, and new owner must notify Fix My Slab within 30 days of taking ownership of the existing property. Fix My Slab reserves the right to inspect property at time of transfer. Failure to comply with these requirements within the 30 days may result in the warranty being voided. So long as the provisions of this paragraph are met, there is no limit to the number of transfers that can be made. To transfer the warranty, a written request stating the name of the new owner and the property address must be mailed along with a check for \$100 (or current transfer fee) to the address stated below. Pier and Beam understructure shimming has a one (1) year warranty unless specified otherwise.
- Fix My Slab 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 in accordance with this contract and the rules of the American Arbitration Association (AAA). Parties may arbitrate with an agreed upon arbitrator. If unable to agree, binding arbitration shall be administered by AAA. All costs shall be divided equally among the parties.
- EXCLUSIONS TO THE LIFETIME TRANSFERABLE WARRANTY:
 - Full payment has not been received.
 - Heave or upward movement of the foundation due to soil expansion.
 - All areas outside the area of influence
 - Any accidental or intentional damage, terrorism, fire, flood, windstorm, earthquake or other acts of God.
 - Any prior work to the foundation not performed by Fix My Slab, or any work performed by Fix My Slab that has been tampered with in any manner.
 - An additional story is added to the structure, or changes of a similar scope are made, without prior written approval of Fix My Slab, when such changes would affect loads on the foundation.

*Note: Fix My Slab recommends that the plumbing be tested before and after any foundation work is done. The Owner is responsible for having the tests performed unless testing is included in the Repair Plan listed in this contract. Any plumbing leaks detected before or after the foundation repairs have been completed are the sole responsibility of the Owner.

This contract is subject to Chapter 27, Property Code. The provisions of that chapter may affect your rights to recover damages 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 Fix My Slab 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 Fix My Slab, you must provide Fix My Slab an opportunity to inspect and cure the defect as provided by Section 27.004, Property Code.

Special Provisions:

Gary Hermann

OWNER

Ty Stricklin

FIX MY SLAB

Fix My Slab!

21022 Cedar Lane, Tomball, Texas 77377

Ph. (281) 255-4949

Fax (281) 255-2581

www.fixmyslab.com

TDS Foundation Services

DBA Fix My Slab Foundation Repair
21022 Cedar Lane
Tomball, TX 77377

Invoice

Date	Invoice #
4/4/2022	3465

Bill To
Herman, Gary 103 Cove Place Montgomery, TX 77356

P.O. No.	Terms	Project

Quantity	Description	Rate	Amount
17	Complete 6" Concrete Piling	444.11765	7,550.00
1	Post Lift Hydrostatic Test	400.00	400.00
<i>pd in full</i> <i>4/5/22</i> <i>[Signature]</i>			
		Total	\$7,950.00
		Payments/Credits	\$0.00

Phone #	Fax #
281-255-4949	281-255-2581



Charlie's Plumbing, Inc.

10114 Thermon St

Houston, Texas 77075

Phone: (713) 941-3162 | Fax: (713) 941-7203

www.charliesplumbing.com

MPL#43063

Hydro-Static Test Results

Date: May 19, 2022

Gary Hermann

Location of Service: 103 Cove Place, Montgomery, TX 77356

Contact: Gary Email: kingdomcoach@yahoo.com Phone: 936-447-0145

To whom it may concern,

On May 19th 2022, Charlie's Plumbing, Inc. was asked to perform a hydro-static test on the underground waste lines. The test was performed at 103 Cove Place, Montgomery, TX 77356.

The technician tested the building from the man hole at the driveway, filled the entire system with water. Once the system was filled with water, the technician waited 30 minutes. After the 30 minutes, the water level in the system never dropped. The result is a positive hydro-static test indicating there no current leaks in the underground waste system lines.

Logan Whitt

MPL# 43063

Logan Whitt



Warranty for Foundation Repair

This certifies that the homeowners at

103 Cove Pl., Montgomery, TX. 77356

have used Fix My Slab's system of foundation repair.

If any adjustments are required during the life of this home due to settling, Fix My Slab will re-raise all areas previously underpinned without cost to the owner.

This warranty is completely transferable to any and all future owners of this home, provided no major structural changes have been made, and applies only to Fix My Slab installations.

Warranty is voided according to rules stated in original Contract for Work.

Ty Stricklin

Company Officer

April 06, 2022

Date

3111852

Certificate Number