HOME'S FOUNDATION REPAIR

P. O. BOX 752344
Houston, Tx. 77275
(713) 678-4265

AGREEMENT.

Home's Foundation Repair called Contractor and Joseph V. Bayer III called Owner. Agree that Contractor wills equipment, labor and materials to perform the following described work to the here in after described building/structure located at: 308 Broadale City League City State Tx Zip Code _____ Phone Number (____) _____.

1.- The work shall consist of the installation of 40 Piers Piers and sometimes if the work need of none Tunnel. Piers and tunnel to help stabilize the structure at the above job site; Contractor will raise the area of the building/structure where piers are installed and level to as near level line as construction of the building/structure will permit. Owner approves this method of repair and recognizes that such method is a generally accepted method of foundation repair employed in the area. Owner releases Contractor of all liability due to claims that the piers installed by Contractor are in any manner inconsistent with or damaging to the existing foundation.

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

3.- Contractor will repair any damage to water lines external to slab perimeter (not including rotted or deteriorated lines) resulting from the leveling process. All repairs must be coordinated through Contractor at the number below. Where holes are dug in order to perform work called for in this agreement; Contractor assumes not responsibility for damage to underground lines such as but not limited to electrical, gas, plumbing, or telephone which are not clearly marked by owner on the work plan prior to work commencing. Owner waives all claims for such damages set forth in this paragraph.

4.- When inside piers are called for, Contractor will replace with plywood and screeds, any hardwood that must be cut.

5.- When concrete floors or patios are broken in order to install piers, Contractor will patch such area. The patches however will not match the color or texture of the original material. This Agreement does not include the restoration of special materials such as flagstone, tile, brick, wooden decks, planter boxes, or other such special materials, or re-stretching/replacing carpet.

6.- In foundation adjustment. Conditions might appear when work is begun that were not visible when the estimate was submitted, such as, insufficient reinforcing steel in the concrete slab, and/or other original foundation structural deficiency. In such case the guarantee becomes invalid. Contractor will not be liable for acts of God, Force Major, Movement of Ground, Explosions or other matters outside of Contractor control and usual and customary responsibility.

7.- Any existing builder's piers that Contractor must cut loose will be billed at fifty dollars each to be added to the base price below. If previous foundation work by others must be removed for installation of piers, breakout cost will be fifty dollars per hour added to the base price below.

8.- Although Contractor has examined the building/structure heretofore described, Contractor is not totally familiar with conditions below ground level, the design of the foundation or the construction materials used in the foundation and is making his recommendation based upon his experience in the industry. By reason of uncertainty there is not assurance that the desired results will be totally achieved and that the same or similar problems may not occur in the future. When raising a slab it is possible that more stress fractures will develop in the slab and damage will result above the level of the slab such as but not limited to vinyl flooring, Sheetrock, wallpaper, or other rigid materials may crack or buckle. Therefore, the above figure does not include any redecorating, repairing, electrical work, yard re-grading, or the replacement of any materials not called for in this agreement. Therefore Owner waives all claims for such damages set forth in this paragraph. Contractor upon request from Owner will transplant plants and shrubs obstructing operations and replant it. However survival of shrubs and plants can not be guarantee. Contractor assumes not responsibility for plants, trees or shrubs that may be damaged during. (Follow page 2 . . . . . .)