

# LEVEL BEST FOUNDATION REPAIR

9806 Brown Lane • Austin, Texas 78754

Phone: 512-832-6161 • Fax: 512-832-6188

www.levelbestaustin.com SLAB FOUNDATION REPAIR AGREEMENT
Contract Proposed To
Phond 5/21 769-1060 Date 6-10-2024
Job Location 13204 Wineup Mallow Trail
Job Location 1520+ Wine Cap 1 20/21
City, State and Zip Code Elgin, Tx. 78621
Level Best Foundation Repair, (Contractor) to perform the following work on the foundation of the above stated structure.
1. Contractor to perform the following work including materials, labor and equipment needed for completion of said work.  2. 675% contractor to install approximately
After piers are installed, hydraulic jacks to be placed on pilings and foundation to be raised to as near as possible to level as the structure will allow, unless otherwise noted. Piers will be shimmed as necessary to retain height.
6. Level Best is not responsible for deteriorating plumbing, or any other plumbing damage that may occur from the lifting process.
Concrete broken out to allow for excavations will be replaced. Number of breakout patches: when holes are broken infought slab, walks, porches, or driveways. Level Best will patch the concrete, but not patch the floor coverings. These patches will not match the color of the original concrete.
8. Level Best is not responsible for removal, resetting, disconnecting, reconnecting or damage repair of above-ground utilities.
<ol> <li>Level Best agrees to perform the work outlined in this agreement including materials, labor and equipment needed for completion of said work.</li> </ol>
10. Level Best is not responsible for roof, truss, or framing repairs.
11. Excess dirt, concrete, or other construction debris from excavations to be spread near structure or hauled away, as designated by the customer.
12. Level Best is not responsible for removal, resetting or repairs of carpeting, tile, vinyl, hardwood, or other floor coverings.
13. Shrubbery removed to allow for the work to be performed will be replanted but the shrubbery's survival is not guaranteed.
14. Level Best is not responsible for re-establishment of termite protecting bond.
15. It is understood and agreed that to perform the work, it is possible that sheetrock, wallpaper or other rigid materials may crack.  Therefore, the work described above does not include any cosmetic repairs, redecorating, paint, repairing, electrical, plumbing or
replacing any materials not called for in this agreement.
16. Level Best is not responsible for caulking, sealing, epoxy injection of slab cracks and/or masonry repairs.
17. The foregoing work will be performed by Level Best pursuant to the terms above subject to reasonable delay which may occur due to any shortages in material or restrictions on commerce caused by natural occurrences or matters beyond Level Best control, including
but not limited to pandemics, weather events, insurrection, riots, trade wars or any event beyond Level Best control resulting in delay in delivering or completing the appointed tasks pursuant to the terms of the Agreement.
Additional Work To Be Performed included in price
450 Engineer report
300 Permit
300 Leak Test
Contractor to perform contract work for the consideration and price of:
Customer agrees to pay 50% before starting and 50% on completion. Customer to pay contractor promptly upon completion of the contract work described above. If Engineer Report, City Permit or Leak Test are included, they will be furnished and closed after final payment is received
Contractor: Level Best Foundation Repair by Arrel (512) 517-9981
Customer accepts above contract and authorizes Contractor to perform the above specified work and to make payment as stipulated.
Customers' Acceptance: Date Customer Signature
Page 1 (See page 2 for warranty)

### Warranty

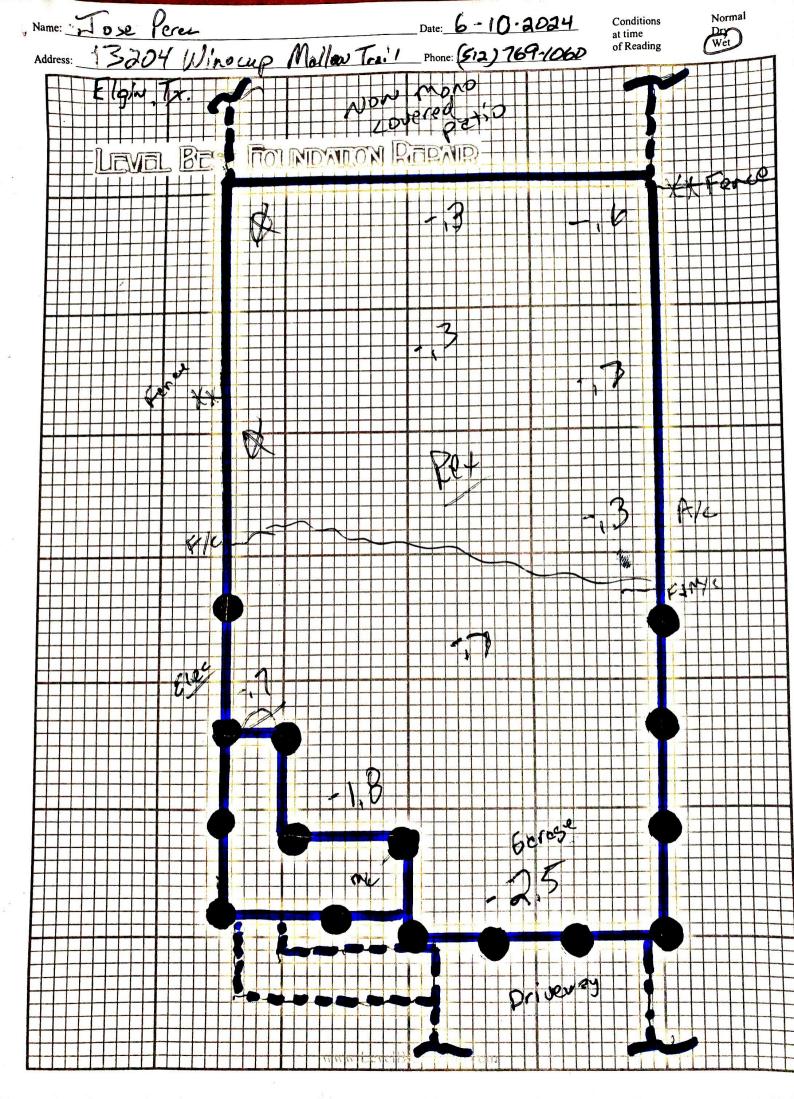
- I. Warranty: This warranty applies only to the work performed by Level Best where the piers are installed addressed above and is subject to the terms and conditions of this Agreement. The sole service provided by Level Best under this warranty is specifically limited to the foundation in any area that is piered under this Agreement. Upon completion of above said work, work will be warranted for lifetime of the structure. Contractor warrants that the above stated section(s) of the structured foundation will remain as near as possible to level, subject to the following limitations:
  - a) Should settlement occur during the period of this warranty, Contractor shall adjust and raise said settlement to as near as possible to level. There will be no charge for this service. Materials and labor are included with this warranty.
  - b) Contractor makes no warranty with respect to the following:
    - i. Level Best will not warranty structure if slab is discovered while working that the integrity of the slab is inferior and does not meet code compliance such as no footing or no rebar steel.
    - ii. Settlement caused by acts of others such as fire or vandalism.
    - iii. Settlement caused by acts of God such as earthquakes, hurricanes, and floods.
    - iv. Settlement caused by leaking water or sewer lines that compromise the integrity of the soil under said structure.
    - v. The structure has been damaged.
    - vi. The structure has been altered or modified to any significant degree which affects the load/weight of the foundation, without written consent of Level Best, or if the structure has been demolished.
    - vii. This warranty shall void if the customer fails to notify Level Best in writing of any claim under the warranty or defect in the goods or services provided by Level Best withing thirty (30) days from the date of discovery of such claim or defect by the customer.
- II. This warranty contains the entire agreement of the Parties as set forth in the aforesaid Agreement; there are no other warranties express or implied, representations, promises, agreements or undertakings, oral or written between the Parties hereto, other than those set forth in this Agreement and/or those contain herein above.

#### Transfer of warranty

In the event that change in ownership occurs, assignment of this warranty to a new Owner or Owners must be accomplished no later than thirty (30) days after the transfer of title. Assignment will be in accordance with the warranty and with the procedure in affect at the time of transfer, upon receipt of payment of the transfer fee (100.00) 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. UNLESS ASSIGNMENT IS PROPERLY MADE WITHIN THIRTY (30) DAYS AFTER TRANSFER OF TITLE, THIS WARRANTY IS NULL AND VOID.

In the event that any party may claim that the foregoing conditions herein are not met or there is any breach of this agreement, as a condition precedent to bringing any further action in court, the parties agree to bring the issue before the mediator who will, upon payment by both parties to a half-day mediation, mediate the dispute until resolution or impasse. Client will wave his right to trial by jury in favor of Binding Arbitration.

Owner Initial acknowledging receipt of a copy of Warranty Terms and Conditions.	
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## **Level Best Foundation Repair**

**Online Appointment Reservations** 

9806 Brown Lane Austin, TX 78754 USA (512) 832-6161

#306138204251

June 10, 2024 11:00 AM CDT

Jose Perez

(512) 769-1060

ls		
Weekday	Date	Monday, June 10, 2024
Confirmed	Time	11:00 AM - 12:00 PM CDT
Inspector Darrel Montgomery	Confirmation	306138204251
	Offer	
	ils Weekday Confirmed Inspector Darrel Montgomery	WeekdayDateConfirmedTimeInspector Darrel MontgomeryConfirmation

Customer Information					
Name	Jose Perez		13204	Soap Winecup	Mallow T
E-mail	claudiapichado@yahoo	. com			
Daytime Phone	(512) 769-1060				
Evening Phone					
Mobile Phone					
Property Address	s 13204 Soap Winecup Mallow Tr Elgin, TX 78621 USA				
Rating / History					
	Completed	None			
Cancelled		None			
Failed to attend		None			
	1				

Your Foundation Needs Appointment F	orm
Type Foundation	Slab
Referral	Previous Customer
Has prior foundation work been done?	NO
CBS CODE	sf 10 older
Relationship to Address	Owner
Have we previously looked at this property?	No