

**CLAUDE ALLEN SPECIALIZED HOUSE LEVELING
FOUNDATION REPAIR & CONCRETE LLC.
P.O. BOX 723 BELTON TEXAS 76513
(254) 931-0435 or (254) 228-0435
WWW.CLAUDEALLENHOUSELEVELING.COM**

■ WARRANTY AND SERVICE AGREEMENT ■

<p>SCOPE OF WORK:</p> <p>Contractor to install piers starting at right front corner of the home working all the way around the outside of the home piers to 8-10ft to stabilize out the home's foundation.</p>	<p>CHARGES:</p> <p>\$15,500.00/100----- ----- Fifteen Thousand Five Hundred Dollars 00/100----- -----</p> <p>WORK HAS BEEN COMPLETED</p> <p>1/2 is due at the start of the job the rest is due when the job is complete</p>
<p>PIER TYPE(S):</p> <p>All piers to be dug down to change of soil poured with 3000 PSI concrete with 5 bars of 3/8 steel in each pour. Contractor to raise and stabilize out house close to original as possible.</p>	<p>THIRD PARTY SERVICES:</p> <p>N/A</p>
<p>WORK ADDRESS:</p> <p>Karoline Connell</p> <p>3052 Rain Dance Loop Harker Hights Texas (254)289-9334</p> <p>Karolineconnell@hotmail.com</p>	<p>SPECIAL CONTRACT PROVISIONS:</p> <p style="text-align: center;">CONTRATOR IS NOT RESPONSIBLE FOR: SHEETROCK, WINDOWS, DOORS, PLUMBING INDOOR OR OUT DOOR, TREES, GRASS, FLOORING ETC. DUE TO LEVELING OF THE FOUNDATION (ETC.,) COVERS ALL THAT'S NOT LISTED UNDER THE CONTRACTOR IS NOT RESPONSIBLE FOR. AT ANY POINT OF LEVELING OF THE FOUNDATION OF THE HOME AND THE CONTRACTOR FINDS ANY KIND OF WATER DAMAGE OR TERMITE DAMAGE CONTRACTOR WILL NOTIFY THE OWNER AT THAT TIME AND THE EXTRA COST TO FIX ANY DAMAGE. CONTRACTOR IS NOT RESPONSIBLE FOR ANY WATER DAMAGE DUE TO MOTHER NATURE, FLOODING, WIND ANY ACT'S OF WEATHER THATS OUT OF OUR CONTROL (The above statement in gray is standard in all contract's)</p>

I. LIFETIME TRANSFERRABLE WARRANTY

The Lifetime Transferrable Warranty will be applicable and issued only upon (a) completion of the Scope of Work and any Change Order and (b) payment in full to Claude Allen Specialized House Leveling Foundation Repair & Concrete ("Claude Allen") by Owner.

Warranty Terms:

- (1) If future settlement occurs that can be corrected by adjusting piers previously installed by Claude Allen, adjustments will be performed at no cost to the Owner, or any future Owners for the life of the structure providing all provisions of the Agreement have been met. If required, Owner is responsible for any permit fees, engineering fees and post repair leak test.

- (2) The Warranty is limited to area supported by the pier(s) installed by Claude Allen. Piering in one area of the structure will not provide warranty coverage to any other part of the foundation.
- (3) Access for warranty adjustments will be performed as called for in this Agreement.
- (4) The warranty shall be null and void if:
 - a. Payment in full is not received per Agreement;
 - b. Structure has been damaged, added onto, altered or modified since this Agreement;
 - c. Structure and/or piers have been affected by plumbing leaks, water intrusion, adverse drainage conditions, soil erosion, heaving or intentional damage; and,
 - d. SLAB ONLY - Owner does not provide Claude Allen formal written proof of post repair leak test and/or subsequent completed repairs to remedy all known, or found plumbing leak(s) by licensed Master Plumber.
- e. New owners of the property will have 30 days from the closing date to transfer the warranty into their name, there will be a one time fee of \$1,500.00 to transfer from owner to owner.

II. PAYMENT TERMS AND CONDITIONS

- (1) Fifty percent (50%) of Agreement at start with fifty percent (50%) due upon completion of work.
- (2) Claude Allen reserves the right to terminate job and keep idle if payment terms of Agreement are not met, including Change Orders.
- (3) Change Orders must be in writing and signed by Claude Allen and Owner.

CLAUDE ALLEN SPECIALIZED HOUSE LEVELING FOUNDATION REPAIR & CONCRETE

■ SERVICE AGREEMENT – Page 2 ■

III. RESPONSIBILITIES

- (1) Claude Allen and Owner agree that the type and amount of piers to be installed under this Agreement will be determined solely by Claude Allen, with the consent of Owner which is hereby given, unless a third party engineer is retained to design a plan of repair. Claude Allen and Owner agree that if any steel piers are to be utilized, then once the pier is installed to a depth of at least 20 feet from grade, Claude Allen will thereafter install pressed concrete pilings in lieu of steel for the remainder of that pier's construction.
- (2) Claude Allen shall furnish labor, materials and equipment to perform services described in the Scope of Work and any Change Order.
- (3) If the Scope of Work is to improve the level condition of the foundation, then stabilization, for the purposes of this Agreement, is defined as preventing, as best as possible, any further or continued downward movement of the structure. The piers installed by Claude Allen are solely intended to stabilize the foundation. Neither stabilization, nor Claude Allen's Warranty, limits, protects from, or prevents the potential for the structure to heave with or heave off, the piers installed from Claude Allen.
- (4) Claude Allen shall temporarily remove any plant(s), shrub(s) and landscaping that may obstruct pier installation. When feasible, all plant(s), shrub(s) and landscaping will be replanted, but Claude Allen is not responsible for, nor guarantees the livelihood of any disturbed plant(s).

IV. GENERAL CONDITIONS

- (1) All plumbing, including, (a) joints, fixtures or fittings (b) deteriorated or leaking pipes, or (c) sprinkler/irrigation systems which have preexisting problems or problems resulting from work performed will not be repaired by Claude Allen unless otherwise noted in this Agreement or Change Order.
- (2) Owner agrees that in order to perform the Scope of Work during the initial piering as well as any future warranty adjustments, that sheetrock, wallpaper, brick and/or other rigid materials including the slab, framing, roof and walls may crack. If such cracking occurs, Claude Allen is not responsible for the repair of these items. The Scope of Work does not include any repairs, cosmetic work, plumbing work or repairs, electrical work or the replacement of any such materials.
- (3) Owner agrees that if it is discovered after work has begun, that the slab or pier and beam foundation (a) was constructed of substandard materials, (b) possesses structural deficiencies, or (c) possesses inadequate reinforcement to support the load required for the installation of piers, an adjustment in the price of the Agreement may be required and shall be agreed to by Owner in a Change Order. Should the Owner be unwilling to agree to the required Change Order, Claude Allen will refund monies paid less the cost of material(s), labor performed, engineering fees and city permits. This Agreement shall then be of no further binding effect and shall be mutually rescinded. Claude Allen shall issue no Warranty for partial work performed.
- (4) Owner agrees that if it is discovered by either party, after installation of the initial Scope of Work per this Agreement, that

the foundation (a) was constructed of substandard materials, (b) possesses structural deficiencies, or (c) possesses inadequate reinforcement to support the load required or sustain the repair ("substandard issues"), Claude Allen is not responsible to repair or restore the property. Claude Allen, at its sole discretion, may void future warranty obligations based upon its inspection and discovery of such substandard issues.

- (5) Owner agrees that if builder's piers, other preexisting piercing systems, or anchors of any type are discovered after work has begun and it is necessary to disconnect them from the foundation, an additional charge per pier will be assessed by a Change Order.
- (6) Owner agrees that if rock is encountered an additional charge of \$250.00 per hour will apply through separate Change Order.
- (7) Owner agrees to furnish Claude Allen the electricity/water to perform the services in accordance with the Scope of Work and any Change Order.

V. DISPUTE RESOLUTION

- (1) Collection Action: If Owner fails to pay Claude Allen under the terms of this Agreement, Owner agrees that it will pay all costs and expenses incurred by Claude Allen in bringing collection action, including, but not limited to, attorney's fees, collection agency fees, investigation fees, and any other costs associated with litigation such as court costs, witness fees, and travel expenses. Venue is Temple, Bell County, Texas. This Agreement shall be governed by the laws of Texas.
- (2) Binding Arbitration: Owner and Claude Allen agree to negotiate with each other in good faith and to use their best efforts to reach a fair and equitable settlement satisfactory to both parties. Other than Claude Allen's right to bring a Collection Action, should settlement negotiation fail with respect to any and all other disputes or claims arising out of or relating to this Agreement, an alleged breach of this Agreement, or the terms of the Warranty issued by Claude Allen, including, but not limited to, claims based on contract, tort, or statute, the dispute shall be submitted to binding arbitration with the American Arbitration Association, following the American Arbitration's Construction Industry Rules. Any fee for initiating arbitration must be paid by the party initiating arbitration. Thereafter, the parties shall share the fees and expenses of the arbitration proceeding equally. Each party shall pay its own negotiation, mediation or arbitration expense as those expenses are assessed through the proceeding.

