

Physical  
805 N. Greenville Ave.  
Allen, Texas 75002



Mailing  
P. O. Box 8620  
Plano, Texas 75075

*Our Reputation is Rock Solid!™*

### GENERAL FOUNDATION MAINTENANCE RECOMMENDATIONS

A foundation's performance is greatly enhanced by implementing a routine maintenance program around the residence. The control of moisture increases and decreases is of paramount importance. Since over 80% of foundation problems originate due to significant changes in the soil's moisture content, ponding of water near the foundation, as well as excessive loss of moisture during dry periods of the year, must not occur. Also, the plumbing systems should be checked for leaks periodically so that a hidden moisture source is not allowed to discharge excessive amounts of moisture beneath the foundation. Any plumbing leaks that are found, or develop, must be repaired as quickly as possible.

To better control the seasonal variation of the soil's moisture content, the landscape grades should be kept a minimum of four (4") inches below the top of the slab, and should slope away from the foundation at a minimum of 1" per foot for six (6') feet. Any new fill soil utilized to maintain these grades should be moderately plastic clayey soil. Re-cutting or regrading of the site may be necessary to maintain a positive discharge of the surface water flow away from the home. Guttering should be provided around the entire perimeter of the roof with downspouts that discharge into an underground drain, or onto splash blocks located a minimum of three (3') feet away from the foundation. It is important that the plumbing system be tested every few years to ensure that no leaks have developed. This test should investigate the soundness of both the incoming service lines, as well as the sanitary sewer discharge lines. Guidelines for the recommended procedures for conducting an accurate test are available from our office if requested.

During the dry months, the soil should be kept moist, but not excessively wet around the foundation perimeter. Soaker hoses are recommended to be used to keep the soil moist during dry periods. The duration of use for the soaker hoses can only be determined by trial and error. The key is to keep the soil from shrinking away from the foundation. Timers that activate the soaker hoses automatically insure even and consistent watering programs. Trees and large shrubs can pull a tremendous amount of moisture from under the slab, therefore it is recommended that trees and large shrubs be planted a minimum distance equivalent to their maximum height away from the foundation. If present already, trees located closer to the foundation than previously recommended should be cut down or pruned at the roots and an impenetrable barrier constructed so that roots cannot grow under the foundation.

These maintenance recommendations are offered as an aid to assist in protecting your investment. If implemented, they should be very helpful in reducing foundation movements. However, due to the nature of the extreme climatic conditions encountered, coupled with the expansive clay soil in Central U.S., slight movements of the foundation system should be expected. If we may be of any further assistance please feel free to contact our office. Thank you again for choosing Power Lift Foundation Repair, Inc..

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Invoice

Power Lift Foundation Repair, Inc.

P. O. Box 862020

Plano, TX 75086-2020

DATE	INVOICE #
2/11/2004	4556

✓ #5006  
2/11/04

**PAID**

BILL TO
LEE BICE 465 SUSAN GROVE BLVD STREETMAN, TEXAS, 75859

HIP TO
E BICE SUSAN GROVE BLVD STREETMAN, TEXAS, 75859

P.O. NUMBER	TERMS	REP	SHIP	VIA	F.O.B.	PROJECT
	Due on receipt	MS	2/11/2004			
QUANTITY	ITEM CODE	DESCRIPTION			PRICE EACH	AMOUNT
12	SEP	STANDARD EXTERIOR PIERS			460.00	5,520.00
6	CC	CONCRETE CUTS			100.00	600.00
		SALES TAX			8.25%	0.00

# POWER LIFT FOUNDATION REPAIR, INC. LIMITED LIFETIME WARRANTY

This Limited Lifetime Warranty (referred to herein as the "Warranty") is given by Power Lift Foundation Repair, Inc., a Texas corporation having its principal place of business at 805 N. Greenville Ave., Allen, TX 75002 with mail receipt at P.O. Box 862020 Plano, TX (referred to herein as "Power Lift"). The Warranty is valid only upon receipt by Power Lift of all sums due for work performed on the project and payments being made in accordance with the contract terms. This warranty shall be validated when signed by an authorized Power Lift representative.

This Warranty is given to Lee Bice (herein as "Owner") and covers work performed under the contract dated February 5, 2004 at 465 Susan Grove Streetman, TX 75859 (referred to herein as the Property) relating only to underpinning work performed on the original residential structure.

The work was completed on February 11, 2004 and that is the effective date of this Warranty (referred to herein as the "Effective Date").

This Warranty may be transferred to subsequent owners of the Property upon payment of a transfer fee of Two Hundred Fifty and 00/100 Dollars (\$250.00), paid within thirty (30) days of the closing of the transfer of title to the Property from the Owner to the subsequent owner. Written correspondence from the Title company documenting the date of title transfer must be provided to Power Lift. Failure to satisfy these requirements for the transfer of the Warranty as provided herein shall void the Warranty.

A claim may be filed under this Warranty by contacting Power Lift and requesting a Warranty Questionnaire. The completed Warranty Questionnaire, when returned to Power Lift, will be assigned to a warranty administrator. Notification to you by Power Lift of the assigned administrator will start the Warranty claim process.

Power Lift warrants to the Owner as follows:

1. **PERFORMANCE OF MATERIAL.** Power Lift agrees to repair any defects in, or replace any defective, foundation brackets, and/or steel piling sections, at the discretion of Power Lift, which allow structural failure at no additional cost to the Owner. Structural failure is defined as downward vertical settlement of a foundation beam under which Power Lift's Steel Piles are directly installed.

2. **STABILITY OF REPAIR.** Power Lift agrees to make any vertical adjustment on any or all piles that, in the determination of Power Lift, have allowed structural failure as defined above, at no additional cost to the Owner. If coverings such as concrete, carpet, tile, wood flooring, etc., other fixtures or lines require removal and replacement to allow for pile adjustments, then the associated cost will be the responsibility of the owner.

3. **EXCLUSIONS.** The following items are not covered by this Warranty:

A. **Heaval.** Heaval is not controllable by Power Lift's work and is excluded under this Warranty. In areas where expansive clay soil conditions exist, swelling of the soil occurs as the moisture content within the soil increases. As the soil swells due to the moisture increase, an expansion pressure is created that is far greater than necessary to actually raise a foundation. When a foundation moves upward, the

movement is termed "heaval." Causes of soil swelling are: moisture absorption due to poor drainage conditions around a foundation, plumbing leaks beneath foundations, or moisture emitted from springs or other moisture sources. Excessive or improper watering techniques can also produce swelling conditions. Power Lift shall not be responsible for payment for or performance of any tests required to locate or identify moisture sources initiating heaval. If Power Lift makes a warranty inspection of the Property at the request of the Owner and determines and notifies the Owner that heaval has occurred, any subsequent inspection of the Property which the Owner requests Power Lift to perform shall bear a reinspection fee to the Owner of Two Hundred Fifty and 00/100 Dollars (\$250.00).

B. **Faulty Design.** Failures of the foundation system due to improper design, construction, or reinforcement of the foundation, are excluded under this Warranty. It is assumed that standard construction practices were followed, and standard quality materials were used during construction of the Property.

C. **Unpiered Areas.** Unpiered areas, or portions of the foundation not directly supported by Power Lift's Steel Piles (i.e., interior floors, interior grade beams, or areas of the perimeter foundation not underpinned by Power Lift), are excluded under this Warranty. Movement of an unpiered area which causes downward vertical movement of a piered area and/or results in downward vertical movement of a common foundation beam is excluded under this Warranty.

D. **Additional Loading due to additions, settlement of unpiered areas, or increased live loads.** The work performed by Power Lift is designed to support the underpinned area of the foundation of the Property, and the loads directly transmitted to the foundation as per the original structural design, as it exists at the time the work is performed. This Warranty is void as to any underpinned areas which are subjected to additional weight loading (additions or renovations to the structure, slab load transfer from unsupported interior slab areas, or additional live loads,) not existing when Power Lift's work was performed.

E. **Lateral Movement.** Lateral movement of the structure and/or soil mass which causes movement and/or failure of Power Lift's steel piles, is also specifically excluded from this warranty. It is acknowledged that the sole purpose of Power Lift's steel piles is to prevent downward vertical settlement of those areas of the foundation beam which they support, and that they are not designed or installed to offer resistance against any other type of building movement.

F. **Acts Of God.** Acts occasioned exclusively by the violence of nature without the interference of any human agency such as, but not limited to, earthquakes, movement of rock or bearing strata, and floods, are excluded under this Warranty.

G. **Modifications.** This Warranty does not afford coverage of a foundation if modification, alteration, repair or service of the piered or unpiered area of the foundation is attempted by anyone other than Power Lift or an authorized Power Lift contractor. Service or other foundation modifications after Power Lift's work, without the express written consent of Power Lift, will void this Warranty.

4. **DISPUTES/MEDIATION.** In the event of any dispute between Power Lift and Owner arising out of or in connection with this Warranty, the Property, the Contract, or

any work performed by Power Lift for Owner, the parties expressly agree to work together in good faith and in the spirit of compromise to resolve all disputes amicably, expeditiously and cost-efficiently. Accordingly:

A. Should a dispute arise as to the type or direction of the foundation's movement, Power Lift will retain a Licensed Surveyor to survey and monitor the property for a period of time sufficient to pinpoint accurately the foundation's movement. In some cases, the services of a Structural and/or Geo-Technical Engineer may be required in conjunction with, or in lieu of, a Surveying Company. Initially, Power Lift will retain and pay for all necessary Professional Services. If the findings of the Surveying Company or the Structural or Geo-Technical Engineer show that the foundation movement is anything except downward vertical settlement of areas directly supported by Power Lift's Steel Piles, then the Owner shall be responsible for reimbursing Power Lift for any and all expenses incurred. An itemized statement will be sent to the Owner for these costs. If the statement is not reimbursed within 30 days, this Warranty will become null and void and Power Lift shall be entitled to take any legal action necessary to collect said costs.

B. All unresolved disputes shall be first submitted to a mutually agreed upon trained and qualified mediator BEFORE any lawsuit is filed. Costs of the mediation shall be equally divided between Power Lift and Owner.

A dispute will be considered unresolved when one party contacts the other party in writing stating that 1) the dispute is unresolved; and 2) requests mediation per this provision. Within ten (10) days after receipt of a Request for Mediation by a party, the parties shall schedule a mediation to take place within sixty (60) days from the date the Request for Mediation is received.

Should either party file a lawsuit prior to the submission of the dispute to mediation, the parties hereby agree that any such lawsuit shall be abated until mediation is accomplished pursuant to this section.

If either party refuses to comply with any of the requirements of this mediation provision in a timely fashion, such party will be considered in default of this provision. After expiration of the applicable deadlines and upon written notice of intent to sue by the nondefaulting party in such case, the nondefaulting party is entitled to recover from the defaulting party all necessary and reasonable attorneys fees, expenses, court costs, and prejudgment interest and all associated costs in connection with filing suit. By specific express agreement, the defaulting party is expressly required and hereby agrees to pay to the nondefaulting party all necessary and reasonable attorneys fees, expenses, court costs, prejudgment interest and all associated costs in connection with suit brought by the nondefaulting party no matter what the outcome of the suit is. In other words, it doesn't matter if the defaulting party wins or loses or even if the case settles--the defaulting party is responsible for all such fees and costs outlined above that are incurred by the nondefaulting party regardless of the outcome or final disposition of any litigation.

C. The decision(s) rendered by any mediator pursuant to a mediation conducted under this paragraph shall not be binding upon the parties.

5. LIMITATIONS. THIS WARRANTY COVERS ONLY THE REPAIR OR REPLACEMENT OF THE WORK PERFORMED BY POWER LIFT. UNDER NO CIRCUMSTANCES SHALL POWER LIFT BE RESPONSIBLE FOR REPAIR TO THE INTERIOR OR EXTERIOR OF THE PROPERTY SHOULD FOUNDATION MOVEMENT OCCUR DURING OR

AFTER THE WARRANTY PERIOD. FOR WHATEVER REASON.

UNDER NO CIRCUMSTANCES SHALL POWER LIFT BE LIABLE TO OWNER OR ANY OTHER PERSON FOR ANY SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, WHETHER ARISING OUT OF BREACH OF WARRANTY, BREACH OF CONTRACT, TORT OR OTHERWISE. (SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES. IF THAT IS THE CASE, THE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.)

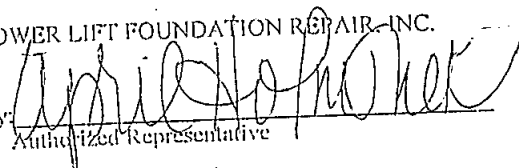
ANY OTHER EXPRESS WARRANTIES NOT PROVIDED IN THIS DOCUMENT ARE EXCLUDED AND DISCLAIMED.

6. Reservations. Power Lift Foundation Repair, Inc. reserves the right to change, modify and update the warranty coverage offered from time to time as Power Lift deems necessary. Any transfer of warranty will be issued using the current version of Power Lift's warranty of the same time duration, which could contain differing language, exclusions, or limitations.

7. LAW. The applicable laws pertaining to this Warranty, the contract, the project, and all work performed by Power Lift for Owner shall be those of the State of Texas.

This Warranty gives you specific legal rights, and you may also have other rights which vary from state to state.

POWER LIFT FOUNDATION REPAIR, INC.

By:   
Authorized Representative

OWNER(S)

By: \_\_\_\_\_

By: \_\_\_\_\_