OWNER OWNER
contractor 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 the contractor, you must provide the contractor an opportunity to inspect and cure the defect as provided by Section 27.004, Property Code. Other considerations
This contract is subject to Chapter 27, Property Code. The provisions of that chapter may affect your right 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. If you have a complaint concerning a construction defect arising from the performance of the contract and that defect has not been corrected through normal warranty service, you must provide notice regarding the defect to the
12. MOLD AND OTHER CONTAMINANTS: Contractor and Owner expressly agree that Contractor and its employees and agents will not be liable for damages or costs of any type - and Owner will hold harmless and indemnify Contractor from any and all claims or causes of action, including negligence, arising in any way from exposure to or the presence, release, growth or origin of any microorganism, organic or inorganic contaminant including, but not limited to, mold, mildew, fungus, yeast, allergens, infectious agents, wet or dry rot, rust or lead occurring in any way as a result of the services provided and work performed. The provisions contained herein are expressly material to this Agreement and the "cost to the Owner" for the heretofore described "work" is determined in part by the agreement of the Owner to these provisions.
11. Notwithstanding, any provision in this agreement to the contrary, any dispute, controversy, or lawsuit between any of the parties to this agreement about any matter arising out of this agreement, shall be resolved by mandatory and binding arbitration administered by the American Arbitration Association ("AAA") pursuant to the arbitration laws in your state and in accordance with this arbitration agreement and the commercial arbitration rules of the AAA to the extent that any inconsistency exists between this arbitration agreement and such statutes by any court having jurisdiction and in accordance with the practice of such court.
8. It is understood and agreed that the Contractor will furnish all the labor, equipment, and material and will perform all the necessary work in connection with this job in a good and workmanlike manner. <i>R. Bro Good FER FO DAYS</i> , 10. The Owner may order extra work to be done, not contemplated by this Agreement, in which event a separate Agreement for such work shall be entered into between the Owner and the Contractor. No oral representation made by anyone can change or modify this Agreement.
7. It is understood and agreed that in order to perform the above described work, sheetrock, wallpaper, brick and mortar or other rigid materials may crack. Therefore, Contractor will not be liable for, and the above work estimate does not include, any redecorating, repairing, electrical work, or the replacement of any materials not specified in this Agreement. It is also understood and agreed that Olshan will temporarily remove plants and shrubs that obstruct the the installation area, to the extent reasonably possible, all plants and shrubs will be replanted; however, Olshan does not guarantee their continued survival.
6. IN FOUNDATION LEVELING, CONDITIONS MIGHT APPEAR WHEN WORK IS BEGUN THAT WERE NOT VISIBLE WHEN ESTIMATE WAS SUBMITTED, SUCH AS INSUFFICIENT REINFORCING STEEL IN CONCRETE SLAB AND/OR OTHER FOUNDATION STRUCTURAL DEFICIENCY. IN SUCH CIRCUMSTANCES, THE WARRANTY BECOMES INVALID.
4. Any existing piers requiring chipping and cutting will be billed to the Owner at a cost of $\frac{1}{\sqrt{4}}$ each. 5. Contractor carries liability and worker's comp insurance for customer's protection.
3. Contractor will repair any damage to water and sewage lines directly caused by Contractor. Pre-existing plumbing problems, deteriorated pipes, and broken plumbing caused by lifting and leveling will not be repaired by Contractor.
 The repair plan will be reviewed by a registered, professional engineer in accordance with the Contractor's Quality Assurance Program and an "Engineering Completion Letter" will be provided to the Owner with the Warranty. Contractor will fill void under slab left by mud pumping a mixture of 2-1/2 sacks of cement to one cubic yard of top soil, if house is lifted above normal tolerance for seasonal heaves.
**** A LIFETIME TRANSFERABLE WARANTY IS ATTACHED TO, AND IS A PART OF, ***** THIS CONTRACT WHEN SIGNED BY THE CONTRACTOR (Warranty will vary with method of repair used.)
1. $\frac{5 - 4/\sqrt{5}}{\sqrt{5}}$ when work begins. 2. $\frac{5 - 4/\sqrt{5}}{\sqrt{5}}$ balance due upon completion of foundation repair.
Total cost to the Owner for the heretofore described work is $\frac{3}{2}$. Two payments to be paid to Olshan as follows:
WAINETES
A. Sector Cable Lock TM Pressed Piling B. Pier and Beam C. Bell-Bottom Piers A. Exterior B. Pier and Beam Stations C. Exterior Bell-Bottom Piers Mood Replacement Wood Replacement Stations Exterior Interior Interior Mood Replacement (One Year/Warranty on Interior Portion) Exterior Interior
or structure located at: RT , B (Bay Non B) 2 Street 7K, $7647o$, $254-433-0758$, $254-647.03$
INCLUEIR N REPAIR COMPANY, c 1at Contractor will furnish
Since 1933 AGREEMENT
Ave. • Dallas, ') • Fax 972-402 anfoundation.a N REPAIR CO

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Þ CONTRACTOR

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Owner

