

Agreement / Contract

OLSHAN FOUNDATION REPAIR CO of HOUSTON, LLC (dba 'Olshan Foundation Solutions'), hereinafter called CONTRACTOR, enters into this agreement on this 20th day of December 2019, with:

MARY RUTH FLORES

, hereinafter called OWNER to provide

labor, equipment, and materials for the work described herein upon the structure located at:

13269 N FM 487, Buckholts, Texas 76518.

Owner's Contact Number: 512-401-3706

Alternate Number: 000-000-0000

Foundation Underpinning (Scope of Work)

REPAIR PLAN: at Total Cost of \$37,150.00		Owner has requested to MODIFY the Repair Plan- OWNER INITIAL HERE>	
Service or Product	Warranty	MODIFIED REPAIR PLAN: at Total Cost of n/a	
<ul style="list-style-type: none"> Cablelock ST Plus (33-Exterior and 18-Interior) 5 Exterior Breakouts 23 Concrete Patches 	Lifetime Service 1 Year Limited	Service or Product	Warranty
REPAIR PLAN SPECIAL PROVISIONS:		MODIFICATIONS TO REPAIR PLAN SPECIAL PROVISIONS:	
<> <> <>		<> <> <>	
Note: Possible Additional Charges (if needed, during initial job): Tunnel per ft \$235; Cut Builder Piers \$375 each; Remove Previous Work / Concrete \$125 per Hour Steel Support / Angle Iron \$40 per piling Generator Rental \$75 per day			
Owner has selected the REPAIR PLAN with a TOTAL COST to the OWNER of:			\$ 37,150.00

Plumbing Repair (Scope of Work)

General Description of Work:		Owner has requested to MODIFY the repair plan- OWNER INITIAL HERE>	
REPAIR PLAN: at Total Cost of \$400.00		MODIFIED REPAIR PLAN: N/A	
Service or Product	Warranty	Service or Product	Warranty
<ul style="list-style-type: none"> 1 (EA) - Post- Leak Detection (Waste Water) 	No Warranty		
SPECIAL PROVISIONS		MODIFICATIONS TO SPECIAL PROVISIONS	
N/A		N/A	
Texas State Board of Plumbing Examiners, PO Box 4200, Austin, Texas 78765. Phone (512) 936-5200, Fax (512) 450-0637. MPL-M-41504 All under-slab plumbing repairs are installed using below slab connections, unless specified otherwise			
Note: Possible Additional Charges (if needed, during initial work) >> Chipping \$125 per Hour Generator Rental \$125 per Day Cleanout Installation \$450 Ea.			
Owner has selected the Plumbing Repair (Scope of Work) with a TOTAL COST to the OWNER of:			\$ 400.00

Other Special Provisions

Other Cost Adjustments - brief description>>	Sign By 1-31-20	\$ (1,550.00)
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TOTAL AGREEMENT COST >>

\$ 36,000.00

Deposit

Sales Tax

enter as negative \$>>

3.25%

Net Amount Due from Customer per payment terms below

\$ 36,000.00

Payment Terms:

Payment for services to be paid (1/2) \$18,000.00 Due before work starts (1/2) \$18,000.00 Due upon completion

Available Cash Discount: Pay entire amount by CHECK and save \$720.00 Final payment reduced from \$18,000.00 to \$17,280.00

<<<Owner Initial acknowledging receipt of a copy of Applicable Warranties & Warranties Terms & Provisions

This agreement is subject to Chapter 27 of the Texas Property Code. The provisions of that chapter may affect your right to recover damages from the performance of this contract. If you have a complaint concerning a construction defect arising from the performance of this contract and that defect has not been

REPAIR PLAN SPECIAL PROVISIONS: <div style="border: 1px solid black; height: 40px; margin: 5px;"></div>	MODIFICATIONS TO REPAIR PLAN SPECIAL PROVISIONS: <div style="border: 1px solid black; height: 40px; margin: 5px;"></div>
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Service or Product • 1 (EA) - Post-Leak Detection (Waste Water)	Warranty No Warranty	Service or Product	Warranty
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Owner has selected the Plumbing Repair (Scope of Work) with a TOTAL COST to the OWNER of:		\$ 400.00	

Other Special Provisions

Other Cost Adjustments - brief description>> Sign By 1-31-20 **\$ (1,550.00)**

TOTAL AGREEMENT COST >> **\$ 36,000.00**

Deposit
 Sales Tax enter as negative \$>> **8.25%**
Net Amount Due from Customer per payment terms below **\$ 36,000.00**

Payment Terms:

Payment for services to be paid (1/2) \$18,000.00 Due before work starts (1/2) \$18,000.00 Due upon completion

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This agreement is subject to Chapter 27 of the Texas Property Code. The provisions of that chapter may affect your right to recover damages from the performance of this contract. If you have a complaint concerning a construction defect arising from the performance of this contract and that defect has not been corrected through existing warranty service, you must provide notice regarding the defect to the contractor by certified mail, not later than the 60th day before the date you file suit in a court of law. If requested by Contractor, you must provide an opportunity to inspect & cure the defect pursuant to Section 27.004, Texas Property Code.

LIMITED WARRANTY: UNLESS A LONGER WARRANTY PERIOD IS SPECIFIED, CONTRACTOR WARRANTS THE WORKMANSHIP OF THE INSTALLATION FOR ONE YEAR FROM ITS COMPLETION DATE. DURING THE WARRANTY PERIOD, CONTRACTOR WILL REPAIR AT NO CHARGE TO YOU, ANY DEFECTS DUE TO FAULTY WORKMANSHIP. CONTRACTOR'S WARRANTY EXCLUDES INDIRECT OR CONSEQUENTIAL DAMAGES, DAMAGE CAUSED BY ABUSE, MISUSE, NEGLIGENCE, WORK PERFORMED BY OTHERS, OR IMPROPER CARE/CLEANING. YOU MAY HAVE OTHER RIGHTS UNDER APPLICABLE LAW. MECHANICAL AND ELECTRICAL PARTS ARE COVERED BY AND LIMITED TO MANUFACTURER'S WARRANTY AND ARE NOT WARRANTED BY CONTRACTOR.

This signed AGREEMENT, the attached TERMS and CONDITIONS, Warranties provided and drawings (Addendum A) collectively shall represent the Contract/Agreement for repairs with the OWNER. To the extent there is a conflict between documents, the AGREEMENT shall control.

This Agreement must be signed, returned to the office and signed by Contractor within 30 days to be binding upon both parties. I have read and initialed confirming my understanding of the terms of this Agreement. By signing below, I agree with and will abide by the terms and conditions set forth in this Agreement, and authorize Contractor to perform the work specified.

Signatures:



Prepared By:

Date:

12/20/19

Owner(s):



Mary Ruth Flores

Date:

Date:

General Manager (Contractor)

General Terms and Conditions

Scope: This Agreement is between You (also referred to as "Owner") and Olshan (also referred to as "Contractor"). The "Scope of Work" (referred to below as the "Work") to be performed is as set forth on the Agreement and drawings provided and referred to as Addendum A. All Work will be supervised by an Olshan employee and only the Olshan employee may collect payment for the Work performed. Installation is limited to the described Scope of Work, subject to any agreed upon Change Order. All Work will be completed in substantial accordance with the described Scope of Work. The "Scope of Work" is not intended to be an exclusive remedy concerning the current or future need for additional work in other areas associated with this structure.


Although Contractor has examined the Structure, Contractor is not familiar with conditions below grade level, the design of the foundation, or the construction materials used in the foundation and this repair plan is based upon experience in the industry. The price quoted is based upon visual observations and with the assumption the Structure has been built using standards of construction and concrete or other material thickness as determined by standard building codes and practices. Unless specified, the Scope of Work is not based on an Engineering Structural report. You may obtain an independent Engineering Review at your own discretion and cost to evaluate the scope of work prior to signing this Agreement. Prior to commencement and during the performance of the Work, conditions may exist or be discovered that were not visible or known when the Agreement was

submitted and signed. If any unforeseen or unknown conditions arise or are discovered, Contractor, in its sole discretion, may provide Owner with a Change Order for a new "Scope of Work" for Owner to sign and approve. Unless specified in the "Scope of Work", this Work does not include the services of an independent registered Engineer to evaluate, design, inspect, or report on the Work performed. Owner acknowledges acceptance of the "Scope of Work" to be performed by Contractor. If an Engineer or other third party is employed by Owner, all cost and liability associated with the third party evaluation and recommendations shall be the sole responsibility of Owner and may require a Change Order.

Your Responsibilities: If the property is subject to any easements, covenants or other legal encumbrances that could affect installation or the work to be performed, You agree to give written notice to Contractor identifying the extent and location of the easements, covenants or other legal encumbrances, prior to commencement of the Work to be performed. You agree to (i) facilitate the location of underground/overhead utility lines, (ii) identify your property lines, (iii) ensure that construction areas are free of preexisting hazards, i.e., unsafe physical conditions or environmental hazards and building/zoning or code violations, (iv) to grant Contractor access to construction areas during working hours, (v) provide power and water to construction areas, (vi) to keep unattended minors out of the construction areas at all times while the Work is in progress (vi) keep pets out of the construction areas at all times while the Work is in progress, and (vi) keep all permits on display at all times. IF YOU CHOOSE TO ASSIST CONTRACTOR WITH ANY PART OF MATERIAL DELIVERY, INSTALLATION, OR ENTER THE CONSTRUCTION AREA, YOU ASSUME THE FULL RISK AND ASSOCIATED PERSONAL INJURY LIABILITY.

You agree that all warranty claims against Contractor, its employees, agents, owners, or subcontractors, under this Agreement shall be made to Contractor within 30 (thirty) calendar days of the date You first become aware of the problem.

Contractor's Responsibilities: Contractor will complete the Work in a workmanlike manner. Contractor may either not start, or immediately discontinue, installation upon discovery of unforeseen, hidden or unknown physical or hazardous conditions at Your property. Contractor is not required to repair such conditions. Under this Agreement, Contractor may perform the installation, or arrange for the installation through an authorized specialty subcontractor.

EXCLUSIONS FROM LIABILITY: The seven (7) provisions contained herein are expressly material to this agreement and the cost to the Owner for the "Scope of Work" is determined in part by the ACCEPTANCE by the OWNER to these provisions by initialing here 

1. During the course of, or as a result of the Work, some of the component parts and materials included in the Structure such as plumbing, electrical, floor covering, sheetrock, plaster, stucco, brick, brick mortar, wallpaper, roofing, vinyl products, etc. may pull apart, tear, break, crack, bulge, stretch, and wrinkle. It is understood and agreed that the Contractor is not liable for the damage to or cost of repair of the same. Additionally, Contractor is not liable for and this Agreement excludes any responsibility or liability for Contractor to make cosmetic repairs, redecorating, or replacement of materials not specifically required in this Agreement. Any such damages or repairs are the sole responsibility and liability of Owner. If interior repairs require removal of carpet, tile or any type of floor covering Contractor will remove such floor covering as needed but will not re-stretch or re-seam or replace any such floor covering unless specifically included in the Scope of Work.

2. Contractor is not responsible for damage to plumbing, underground utilities, sprinkler systems, or other systems resulting from deterioration, separation caused by structure movement, or pre-existing problems and leaks. Contractor will ONLY repair damage resulting from direct contact by Contractor while excavating for installation.

3. Access holes in the slab, walks, porches or driveways created by Contractor will be patched with concrete. Concrete patches will not match in color. Access by tunneling is an additional charge. The cost for access by tunneling for warranty work is NOT covered by Warranty.

4. Contractor may need to remove plants and shrubbery which obstruct installation areas. Any item removed will be replanted. Contractor is not responsible for damage to or loss of landscaping and Contractor does not provide any warranty on landscaping.

5. **MOLD, LEAD AND OTHER CONTAMINANTS:** Contractor and Owner expressly agree that Contractor and its employees, officers, directors, shareholders, affiliates and agents shall 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.

6. Contractor is not responsible for water intrusion from patched concrete. Owner understands and agrees that all concrete patches should be sealed with concrete sealant by Owner before any coverings are replaced. Contractor does not seal such patches.

7. No warranty express or implied on future flooding or water intrusion.

CHANGES AND CHANGE ORDERS: Contractor may perform additional work if it is the subject of a Change Order, and may be subject to additional charges. Any changes to the Scope of Work, i.e., a substitution of materials or an expansion or contraction of the Scope of Work, will require You and Contractor to first sign a written Change Order that will become part of this Agreement. Any Change Order must be clear in scope and specify any additional payment that may be required. Following discovery of previously undisclosed/unidentified legal encumbrances on premises, building/zoning code violations, or hidden/unforeseen physical/hazardous conditions or material changes in "Work Scope" conditions, Contractor may immediately ask for a Change Order or discontinue installation and terminate this Agreement without further obligation to You. If Owner does not agree to the changes and costs outlined in the Change Order, Contractor may refund monies paid less cost of materials and labor incurred, and this Agreement shall be of no force and effect, and the Warranty shall be void.

WARRANTY EXCLUSIONS AND LIMITATIONS: YOU WILL BE PROVIDED A COPY OF THE WARRANTY TERMS AND CONDITIONS APPLICABLE TO THE WORK. YOU MAY RECEIVE MULTIPLE WARRANTY TERMS AND CONDITIONS IF MULTIPLE PRODUCTS OR SERVICES ARE PURCHASED. YOU WILL BE REQUIRED TO INITIAL ON THE AGREEMENT THAT YOU HAVE RECEIVED, READ AND UNDERSTAND THE WARRANTY TERMS AND CONDITIONS FOR THESE PRODUCTS OR SERVICES.

Financed Transactions: If You are financing this transaction in whole or in part, Your separate loan agreement (to which Contractor is NOT a party) will determine: (i) the amount financed (the amount of credit provided to You); (ii) the associated finance charges (the dollar amount the loan will cost You); and (iii) the total payment (the amount You will have paid when You have made all scheduled payments). You will be further subject to Your loan agreement's terms and conditions.

Payment for services is due per the terms defined in Agreement. If full payment is not made within thirty (30) days after completion of the Work Owner will be assessed a one hundred dollar (\$100) late payment penalty fee plus monthly interest charge calculated as the lesser of 1.5% or the highest lawful rate permitted by law on any outstanding balance until the balance is paid in full. You agree to pay all costs and expenses, including attorney fees, incurred in collecting unpaid balances.

Security Interests/Liens: If You make all payments as required under this Agreement, no security interest will be placed against Your property by Contractor. If a security interest is placed on Your property, it creates a lien, mortgage, or other claim against Your property to secure payment and may cause a loss of Your property if You fail to pay as requested.


LIMITS OF CONTRACTOR LIABILITY: Owner agrees, to the fullest extent permitted by law, that Contractor's liability for any and all claims, losses, costs, damages of any nature whatsoever shall be limited to and will not exceed the total paid by Owner to Contractor on this project. Such claims and causes include, but are not limited to negligence, strict liability, breach of contract or warranty. Contractor shall not be liable for any inherent, consequential, special, exemplary, or resulting damages regardless of whether the claim is based on warranty, contract, statutory remedy, negligence or tort. Owner understands and agrees Contractor's liability for work performed shall be limited to the correction of any materials and workmanship as set forth in the Agreement. If it is determined that damage was caused by Contractor's negligence, Contractor's liability is limited to making adequate repairs. Contractor shall not be liable for the cost of new replacement or new construction. Both Owner and Contractor hereby waive any claims against the other for lost use, lost profit, lost revenue, indirect, incidental or consequential and/or exemplary damages relating to the installation, materials, or services of Contractor or authorized service provider to this agreement.

To the extent Owners' state does not allow the exclusion or limitation of incidental or consequential damages, this section shall only apply to the extent permitted by law.

ARBITRATION: Contractor and Owner agree that any dispute or lawsuit arising out of this Agreement and Warranty shall be resolved by mandatory and binding arbitration pursuant to

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LIMITS OF CONTRACTOR LIABILITY: Owner agrees, to the fullest extent permitted by law, that Contractor's liability for any and all claims, losses, costs, damages of any nature whatsoever shall be limited to and will not exceed the total paid by Owner to Contractor on this project. Such claims and causes include, but are not limited to negligence, strict liability, breach of contract or warranty. Contractor shall not be liable for any inherent, consequential, special, exemplary, or resulting damages regardless of whether the claim is based on warranty, contract, statutory remedy, negligence or tort. Owner understands and agrees Contractor's liability for work performed shall be limited to the correction of any materials and workmanship as set forth in the Agreement. If it is determined that damage was caused by Contractor's negligence, Contractor's liability is limited to making adequate repairs. Contractor shall not be liable for the cost of new replacement or new construction. Both Owner and Contractor hereby waive any claims against the other for lost use, lost profit, lost revenue, indirect, incidental or consequential and/or exemplary damages relating to the installation, materials, or services of Contractor or authorized service provider to this agreement. To the extent Owners' state does not allow the exclusion or limitation of incidental or consequential damages, this section shall only apply to the extent permitted by law.

ARBITRATION: Contractor and Owner agree that any dispute or lawsuit arising out of this Agreement and Warranties shall be resolved by mandatory and binding arbitration pursuant to the arbitration laws in this state and in accordance with this agreement and the rules of the American Arbitration Association (AAA). Parties may arbitrate with an agreed upon arbitrator. If unable to agree, binding arbitration shall be administered by AAA. All costs shall be divided equally among the parties.

ELECTRONIC SIGNATURE: The parties to this Agreement agree that digital or imaged signatures of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as the use of manual signatures.

BY SIGNING BELOW, YOU CONFIRM THAT YOU HAVE READ AND UNDERSTAND THE TERMS AND CONDITIONS OUTLINED ABOVE AS PART OF THIS AGREEMENT AND YOU WILL ABIDE BY THE TERMS AND CONDITIONS AS SET FORTH IN THE AGREEMENT AND YOU AUTHORIZE THE CONTRACTOR TO PERFORM THE WORK AS SPECIFIED IN THE AGREEMENT SUBJECT TO THESE TERMS AND CONDITIONS. This contract contains all of the terms and conditions agreed to by both parties and no other representations, warranties or agreements, expressed or implied, shall vary the terms of this contract and may not be changed except by an instrument in writing and signed by both parties. BEFORE SIGNING, YOU ARE ADVISED TO CONSULT AN ATTORNEY IF YOU HAVE ANY QUESTIONS CONCERNING THIS AGREEMENT.

CANCELLATION: OWNER MAY CANCEL THIS AGREEMENT WITHOUT PENALTY OR OBLIGATION BY DELIVERING WRITTEN NOTICE TO CONTRACTOR BY MIDNIGHT ON THE THIRD BUSINESS DAY AFTER SIGNING THIS AGREEMENT. If cancelled, Owner's payments will be returned within ten (10) business days after receipt of the Notice of Cancellation.

Owners Signatures (*only required if these Terms and Conditions are not printed on back of AGREEMENT*):

Owner(s):  _____ Mary Ruth Flores Date: _____
v.07.01.19