

# SELLER'S PROPERTY DISCLOSURE STATEMENT



(To be completed by Seller)

ASSOCIATION OF REALTORS, INC.	Sı	unflower	Associat	ion of REALTORS®, Inc.	EQUAL HOUSING OPPORTUNITY
Property Address: 406 E. 1st St, Overbrook					ate: 41212023
Approximate age of property:1998					ate Purchased:
having the property carefully examined for	notantial n	roblems or	defeate b	ng to the property is disclosed prior to the Seller or any Broker(s) involved in the t	a actual contract date. Please be as complete and transaction, and is not a substitute for Buyer all sheets if space is insufficient for all applicable accuracy of facts and opinions set forth in this
APPLIANCES     Please note that personal property items listed on this form are not included unless specified in the contract.)			None/Not	3. HEATING & COOLING SYSTEMS	Working Not Working None/Not Included
Built-in vacuum system	Working	Not Working	Included	a. Attic fan	
b. Clothes dryer	╁╫	+	V	b. Central air conditioning	
c. Clothes washer	<del>     </del>	+		c. Electronic air cleaner	
d. Dishwasher		+ =		d. Heat pump	
e. Disposal	D.	+	H	e. Heating system type(s) (check all that app	
f. Free-standing freezer			T T	Gas Electric Propane	Other
g. Gas grill	+ +			f. Humidifier	
h. Built-in microwave		1			
i. Built-in oven	V			g. Propane tank	
j. Kitchen cook top/range			V	# of gallons	
k. Kitchen refrigerator			V	Own Lease If leased, co	mpany name:
I. Room air conditioner # of units				h. Fireplace - wood # of units	
m. Trash compactor		<u> </u>		i. Fireplace - gas # of units	
n. TV antenna/dish	<del></del>		Y	j. Fireplace - gas starter # of units	
o. Vent hood	<del>                                     </del>			k. Wood burning stove	
p. Other			4	j. Other	
Comments/explanations:			9	Comments/explanations:	
Kitchen fridge Works, ice m	aker	does r		4. PLUMBING / CLEAN WATER SYSTEMS	Working Not Working Included
2. ELECTRICAL SYSTEM	Working	Not Working	None/Not Included	a. Plumbing pipes	
a. Air purifier			4	b. Plumbing fixtures	
b. Ceiling fan(s) # of units				<ul><li>c. Water heater type(s) (check all that apply):</li></ul>	
c. Doorbell	×			# of units	
	M		-	Gas # of gallons	50
e. Inside telephone wiring	×				
f. Intercom/sound system			×	Other # of gallons	
g. Light fixtures				d. Water purifier	
h. Security system, includes (check all that apply):			X	e. Water softener	
☐ Smoke alarm ☐ AV (security cameras)				50.000000000	
Fire alarm Carbon monoxide detection				Own Lease If leased, company	
Own Lease Monitored by:				f. Jet tub	
	17			g. Hot tub	
i. Detectors (check all that apply)	X			h. Pool	
Smoke alarm Carbon monoxide Propane				i. Pool equipment	
. Switches & outlets	×			j. Sauna	
c. Bathroom vent fan(s)	M			k. Underground sprinkler	
. Who is your electric service provider?	1			I. Sump pump	X
n. Other:	)			Check all that apply below:	
				m. Septic Lagoon	
O' MITALL	Ca			n. Well Cistern	
Comments/explanations:				o. Other	
apprage door opener Worl	S, PI	n pad		Comments/explanations:	
does not.	3 4		- 11		loga Olainda
Seller's initials				basement bathroom	<u>n has ghinder plump</u>

Property Address: 406 E. 1st St, Ovebrook, KS 665	524	5524	652	KS	Ovebrook.	,	1st	E.	406	Address:	Property
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Date:

5. ROOF / EXTERIOR WALLS / INSULATION	Yes	No	De Net Ke
a. Approximate age of roof surface Roof surface type:	X		Do Not Kn
b. Are you aware of any leaks in roof during your ownership? If yes, explain below.		X	+ =
c. Has roof been replaced and/or repaired during your ownership? If yes, explain below.		A	
d. Do you know of any problems with roof and/or rain gutters? If yes, explain below.	X		
e. Does the structure include an Exterior Insulated Finish System (EIFS)?		X	
f. Are you aware of any past and/or present moisture problems? If yes, explain below.	$\vdash$	X	V
g. Location of insulation (check all that apply):		N.	
COMMENTS:			
C. Replaced 2020 - new roof + gutter system			
6. STRUCTURAL / FOUNDATION / WALLS			
	Yes	No	Do Not Kno
a. Are you aware of any past and/or present movement, shifting, deterioration, or other problems with wall or foundation? If yes, explain below.		K	
b. Are you aware of any past and/or present cracks and/or flaws in the walls and/or foundation? If yes, explain below.		×	
c. Are you aware of any past and/or present water and/or dampness in basement and/or crawl space? If yes, explain below.	X		
d. Are you aware of any past and/or present problems with driveways, walkways, patios, and/or retaining walls? If yes, explain below.			
e. Are you aware of any repairs and/or attempts to control any of the above? If yes, explain below.  f. Check all that are applicable:   Basement   Crawl space   Slab	X		
f. Check all that are applicable: ☐Basement ☐ Crawl space ☐ Slab  COMMENTS:			
C.dwing heavy rain basement bedroom has gotten in quote attached.  e.rebuilt egressed window: new drain rocked, raised edges.	,		
7. WATER / DRAINAGE / SEWAGE	Yes	No	Do Not Know
a. Property connected to (check all that apply): City water Well Cistern Rural water			DO NOT KIROW
If Rural Water: District # Phone:			
b. If on well water: To your knowledge, has water ever been tested during your ownership?			
If yes, did results show any contamination? If yes, explain below.			
c. To your knowledge, have any neighbors ever complained that subject property causes them drainage problems. If yes, explain below.		X	
d. Is the property located in a federally designated high-risk flood or wetlands area, or are you aware of a proposed change? For more information, visit FEMA's Flood Map Service Center at https://msc.fema.gov.)			
e. Property is connected to (check all that apply). City sewer system County sewer system Septic system Private lagoon Holding tank			
If conting overtom, when were it least permised and least least 10			
If septic system, when was it last serviced and/or cleaned? Has a riser been installed?  If the property is within the city limits and on a septic system, it MAY be required, at time of sale, to be connected to the city sewer system.			
f. Are you aware of any past and/or present problems relating to the sewer system, septic tank, private lagoon, and/or holding tank? If yes, explain		1	
below.			
g. Are you aware of any available or pending sewer or water connection? If yes, explain below.		M	
COMMENTS:		7	- Proof
Seller's initials   Seller's initials   Buyer's initials	Buy	er's initia	ıls

Property Address: 406 E. 1st St, Ovebrook, KS 66524			
8. BOUNDARIES / LAND / RESTRICTIONS / COVENANTS	V	T	
a. Do you have a copy of a (check all that apply)?	Yes	No □	Do Not K
b. Are the property survey pins visible or marked? Some SE corner, NE-telephone pole	M		
c. Are there any encroachment and/or boundary disputes? If yes, explain below.		X	
d. Is there fencing on the property?		M	
If yes, does the fencing belong to the property?			
e. Are there property features shared in common with adjoining landowners, such as walls, fences, roads, and/or driveways?			
If yes, who has responsibility for the maintenance?		1/2	
f. Do you know of any sliding, settling, earth movement, upheaval, and/or earth stability problems that have occurred on the property? If yes, explain below.		M	
g. Is the property subject to declarations, restrictions, or covenants?		X	
h. Is the property subject to historic preservation/demolition restrictions?		A	
i. Are there any zoning, building, and/or restrictive covenant violations? If yes, explain below.	1 1	A	
j. Is the property subject to rules or regulations of a homeowners association?	<del>-</del>	**	
If yes, what are the dues? Amount per Contact information:		L M	
k. Are you aware of any conditions that may result in an increase in association assessments? If yes, explain below.		A	
I. Are you aware of any pending action(s) by any governmental or quasi-governmental agencies affecting the property (i.e., street widening, zoning changes, annexation, school district changes, etc.)? If yes, explain below.		X	
m. Are you aware of any special assessments on this property? (See attached document required by KSA 12-601.)		K	
n. Are you aware of any pending bonds or assessments that apply to this property? If yes, explain below.		X	
o. Is the property in the city limits?	X		
c. property pins marked tole on NE corner, set has pin, west not pin c. White fence belongs to neighbor.	ined.		
9. ENVIRONMENTAL DISCLOSURES	Yes	No	Do Not Kno
a. Are you aware of the following hazardous or questionable environmental conditions on the property (check all that apply)?  Lead paint  Asbestos/urea formaldehyde foam insulation or products  Underground storage tanks  Gas, oil, and/or water wells  Methane gas  Radon gas  Radioactive material  Asbestos  Toxic materials  Discoloration of soil or vegetation  Oil sheers in wet areas			
b. Are you aware of any noxious weeds or plants (i.e., poison ivy, poison oak, thistles, etc.)?		M	
c. Are you aware of any other condition that you deem to be a hazardous and/or questionable environmental condition? If yes, please identify and explain below.		X	
Mold and mildew occur in practically all residential properties and certain types can cause health problems to certain people.			
d. Has mold and/or mildew created any problems for occupants of the structure during your ownership?		X	
e. Have you had inspections for mold or mildew?	П	V	
		_	
10. OTHER DISCLOSURES	Yes	No	Do Not Know
a. Are you aware of any additions and/or alterations on the property without a building permit? If yes, explain below.		TA	
b. Is the present use a non-conforming use? If yes, explain below.		×	
c. Do any bedrooms have non-conforming fire egress window(s)? If yes, explain below.	X	M	
d. Have you kept pets in the dwelling?	X		
e. Have you ever smoked on the premises during your ownership? If yes, explain below.		×	П
f. When were the following last cleaned? Fireplace Wood stove Chimney Flue			
COMMENTS:			
c. basement bedrooms nonconforming			
LC Seller's initials Buyer's initials Buyer's initials	Виу	er's initia	als

Property Address: 406 E. 1st St, Ovebrook, KS 66524	Date:			
11. DAMAGE DISCLOSURES		Yes	No	Do Not Kno
a. Are there any trees and/or shrubs diseased or dead?			V	
b. Do you have any knowledge of termites, other wood destroying insects, and/or dry rot on or affecting the property?			M	
c. Are you aware of any damage to the property caused by termites, other wood destroying insects, and/or dry rot?			M	
d. Have you had termite and/or pest control reports and/or treatments for the property?			X	
If yes, name of company:	L			
e. Is property currently under contract by a licensed pest control company for termites and/or other wood destroying inse	cts:		X	
If yes, name of company:				
f. Are you aware of any past and/or present damage due to wind, fire, flood, rodents, and/or pets?			M	
If yes, were repairs made?	L			
If yes, name of company: Date	£	~		
g. Have you had insurance claims during your ownership?		X		
If yes, were repairs made? If yes, explain below.				
<ul> <li>h. Are you presently or have you ever been involved in any litigation or received benefit from any class action suit regard workmanship for this property? If yes, explain below.</li> </ul>	ng materials and/or		K	
<ul> <li>i. Are you aware of any other facts, conditions, and/or circumstances that may affect the value, beneficial use, and/or developes, explain below.</li> </ul>	sirability of this property? If		X	
COMMENTS:			•	
g. previous roof before replacement.  Hitchen TV stays, but stools stay, Kitchen Stove of garage-grey tool racks do not stay. Detached stay, plywood rack stays, red cabinet stays. Green his	does not stay	y, Ho	use	
cornar-aren tool racks do not stan. Detached	garage - Eas	it wo	od c	abin
stay, plywood rack stays, red cabinet stays. Green he	ruse does not	Stay	buy	+
could be negotiable.		J		
Check				
Seller certifies that the information herein is true and correct to the best of Sel Seller agrees to notify Buyer of any additional items that may become known to hold the Real Estate Broker(s) harmless from any liability incurred as a resucontained herein and acknowledges receipt of a copy of this statement.	the Seller before closing	z. Seller f	urther a	grees to
Seller (or Seller's representative) has not occupied or personally managed this p familiar with all conditions represented in this form. Seller, therefore, may be una	roperty in the past able to make representati	years on as to a	and mag	y not be itions.
SELLER SELLER				
MGHT 8-2-2023 Rebecca	E. COL	8-6	1-20g	23
Buyer is urged to carefully inspect the property and, if desired, have the property inspected there are areas of the property of which Seller has no knowledge and that this disclosure acknowledges that neither the Seller nor any Broker(s) or Agent(s) involved in this traphysical defects in the property. Buyer also acknowledges that he has read and received Seller's Agent.	statement does not encor	npass the	se area	s. Buye
Seller does not intend this Disclosure Statement to be a warranty or guarantee of any king present condition only, without warranties or guarantees of any kind by Seller or any Br property. There are no representations concerning the condition or value of the property mexcept as may be fully set forth in writing and signed by them.	coker(s) concerning the c	condition	or valu	e of the
BUYER BUYER				
				7
Date			Date	



### **OPPORTUNITIES TO CONFIRM:**

Our goal is to be as efficient as possible and take care of our customers in a timely manner. To achieve that goal, it is important we maintain our schedule. You will be given several opportunities to confirm your installation.

# Confirming your appointment:

	THE RESIDENCE OF STREET	THE RESIDENCE OF THE PARTY OF T	FIRST ACTION NUMBER OF STREET	Table 1 had been as a second		
Project Type	20 Days	19 Days	18 Days	17 Days	▲16 Days	
						-
		NEAR COME OF CHARACTER				
You will receive phothe the days leading up  Once you confinger receive	If not confirmed by this date, install is automatically postponed 6–10 weeks	が これが あるか				

# NEED TO MOVE THE DATE OF YOUR PROJECT?

As a courtesy to all our customers, schedule change requests require advanced notice of 10 days. Job postponements will typically be re-scheduled a minimum of 6–8 weeks out.

Scheduled Installation

# THRASHER FOUNDATION REPAIR

# WHAT YOU NEED TO DO:

To ensure that your project goes as smoothly as possible, we ask all our customers to appropriately prepare by doing the following prior to your installation date.

BE HOME DURING THE PROJECT.  It is important that you are home so we can share progress updates, get our questions answered and ensure your goals are met.	HAVE PAYMENT READY.  At the completion of each project, your team leader will ensure complete satisfaction and <u>must</u> collect payment.  Credit cards and checks accepted. No cash payments.  Please visit <u>GoThrasher.com/online-payment</u> to pay online.

### **OUTDOORS**

Remove any landscaping
or belongings you wish to
keep from the work area.

- Notify your Team Leader of any private utility or sprinkler lines located in the work area.
- Move any vehicle you will need to the street.
- Inform your neighbor that work will be performed in or near their yard.

### **INDOORS**

- Move all objects 10 or more feet from any area where work is required.
- Check your contract for any notes that your specialist indicated would be your responsibility.

  Note:
- Remove drywall, paneling, base trim and studs in the work area.
- Cover any items that you wish to protect from dust.

- Have a dumpster on-site.
- Install appropriate electrical outlets for your system:
  - ☐ Condensate Pump- 1 amp
  - ☐ Dehumidifier- 6.8 amps
  - Single Pump- 9.4 amps
  - ☐ TripleSafe:
    - ☐ Circuit One 11 amps
    - ☐ Circuit Two 9.4 amps
- During the installation,
  heating and air conditioning
  systems should be shut down
  to avoid circulating dust
  throughout your home.



# **AFTER PROJECT COMPLETION:**

### ANNUAL SERVICE IS RECOMMENDED.

Regular maintenance of your system can greatly reduce emergency service calls, ensure the system is working effectively and increase the normal expected life span.

### A Thrasher Care Club membership includes:

- Annual maintenance (\$40 savings if purchased separately)
- 5% off future systems
- Priority scheduling
- Dedicated service phone number
- All for only \$9.99 a month.
  - \*Minimum 1-year membership is required.



Scan this QR code to learn more about Thrasher Care Club.

You can also visit:

GoThrasher.com/CareClub

### WE WANT YOUR FEEDBACK.

You will receive an e-mail and a phone call survey within 48 hours of the project's completion. Please respond to one of our attempts to reach you so that we can continue to improve.

### WATERPROOFING CUSTOMERS

- New concrete takes time to cure
  - ▶ Allow 3 days before placing items on any new concrete.
  - ▶ Allow 2-3 weeks before laying carpet or tile.
- The new concrete will develop shrinkage cracks, this is normal.
- The new concrete may appear dry and then damp again for multiple weeks during the curing process. This is normal, especially following rain events.

### **CONCRETE REPAIR CUSTOMERS**

- In areas lifted, concrete joints are required to be sealed to maintain warranty. If joint sealing is not part of your proposal you should make plans to get this done as soon as possible.
- Stay off newly sealed joints for 24 to 48 hours.

### FOUNDATION REPAIR CUSTOMERS

It is best to wait 2-3 months after your project to repair drywall.

For more tips and Q&A, visit:

GoThrasher.com/Resources

# OPTIMIZING AND PROTECTING

## THE VALUE OF YOUR INVESTMENT

## THE THRASHER GUARANTEES

### Satisfaction Guarantee

We guarantee that we will perform all of our work to the standard stated on your proposal. If for any reason you are displeased with any of our services, I am just a phone call away.

### Efficiency Guarantee

We know having work done on your home can be an inconvenience to you and your family. We are committed to returning that feeling of "home" to you as quickly as possible. We invest in continuous training and quality tools for our team members, which translates into a better experience for our customers. We do this to ensure we can complete your project as efficiently as possible, while maintaining our commitment to excellence. If there is a delay or change to your project, we are committed to finding a resolution as quickly as possible.

### **Property Protection Guarantee**

All property such as lawns, carpeting, floors, walls, furniture and door frames are protected. In the rare occurrence where property is damaged, we will repair it. Floor covers will be used in all work and traffic areas. We do our best to clean up after ourselves. However, if you are not satisfied, we will provide you a \$100 gift card towards a professional cleaning.

### Customer Respect Guarantee

Our technicians will not use tobacco products or profanity while on your property. They will politely address any questions or concerns and treat you and your family with respect. All of our employees are upstanding citizens with the legal right to work in the United States (we participate in E-Verify).

### Are We Perfect?

No. But every day, every person at our company is striving to redefine the industry. We believe customer experiences can and should be remarkable. Our company cares deeply and builds long-term relationships with our customers because we know YOU are the very reason we are in business.

Thank you for considering Thrasher,

Dan Thrasher

President





**Project Summary** 

Prepared by:

Tom Studer tom.studer@gothrasher.com

Thrasher, Inc. dba: Thrasher Foundation Repair gothrasher.com TF (800) 827-0702 F (402) 393-4002 License# 2770

Prepared on: 7-13-22 Prepared for:

Luke Coltrane lbcoltrane@embarqmail.com C (785) 817-2465

P (785) 817-2465

Job location:

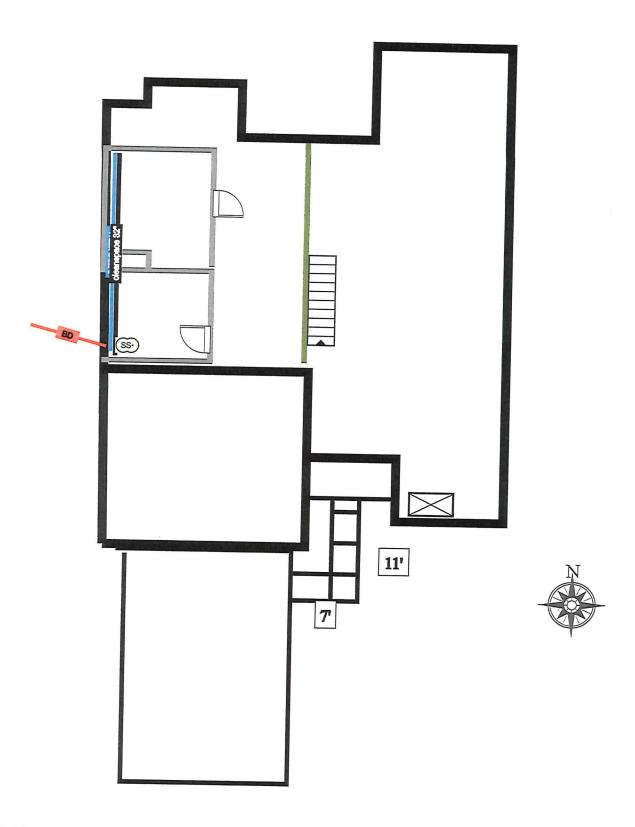
406 E 1st Overbrook, KS 66524-9576

Deposit Required - 20%  Deposit Paid  Amount Due Upon Installation  Sequest or approval. Completing the work in this Proposal at the time scheduled is contingent upon accidents or delays beyond our control. This Proposal is based primarily on the Customer's description of the problem. This Proposal may be withdrawn if not accepted by the Customer within 180 days.  Authorized Signature  Acceptance of Contract—I am/we are aware of and agree to the contents of this Proposal, the attached Job Detail sheet(s), and the attached Limited Warranty, (together, the "Contract"). I am/we are the owner(s) of the property specified in the Contract, and you are authorized to do the work as specified in the Contract. I/we will make the payment at the completion of the project. If there are multiply projects, I/we will make payment after each individual project is completed. I understand all major credit cards and checks are accepted but no cash payments are accepted. I/we will pay your service charge of 1-1/3% per month (16% per annum) if my/our account is 30 days.	
Deposit Required - 20% \$1,200 Deposit Paid \$6,040  Amount Due Upon Installation \$6,040  Customer Consent  Any alteration from the above specifications and corresponding price adjustment (if necessary) will be made only at the Customer's request or approval. Completing the work in this Proposal at the time scheduled is contingent upon accidents or delays beyond our control. This Proposal is based primarily on the Customer's description of the problem. This Proposal may be withdrawn if not accepted by the Customer within 180 days.  Authorized Signature Date Tolday Date  Acceptance of Contract—I am/we are aware of and agree to the contents of this Proposal, the attached Job Detail sheet(s), and the attached Limited Warranty, (together, the "Contract"). I am/we are the owner(s) of the property specified in the Contract, and you are authorized to do the work as specified in the Contract. I/we will make the payment at the completion of the project. If there are multiply projects, I/we will make payment after each individual project is completed. I understand all major credit cards and checks are accepted but no cash payments are accepted. I/we will pay your service charge of 1-1/3% per month (16% per annum) if my/our account is 30 days.	\$6,040.43
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or more past due, plus your attorney's fees and costs to collect and enforce this Contract.	Date  Date
Customer Signature Date	Date
After midnight of the 3rd business day, deposits are non-refundable.	e. Initial

Payments are due after the completion of each project.

Initial

# Job Details



Type of Wall	D 10 .
Existing Wall Finish	
Fristing Floor Finish	
-xacting record rition	Carpet

# Job Details (Continued)

### **Specifications**

1) Install WaterGuard sub-floor drainage system as indicated in job drawing. 2) Install CleanSpace, a high performance moisture and vapor barrier, and mechanically fasten to the walls. 3) Install 1/3 hp cast iron pump in twin liner with clean pump stand. 4) Install LawnScape outlet with 10' of 3" buried discharge line as noted on the proposal. 5) Install IceGuard to prevent floods from clogged or frozen discharge line.

#### **Customer Will**

- 1.) Remove finished walls including drywall, studs, and/or furring strips.
- 2.) Remove carpet.
- 3.) Mark any private lines that may be hidden underground, and assumes all liability if damage should occur to such lines.
- 4.) Move items 4' from Waterguard installation areas.
- 5.) Provide proper dedicated electrical outlets for all pumps, and other electrical devices to be installed.
- 6.) Keep all pets away from the work area, and assumes all liability should any pet escape or be injured.

### **Product List**

#### **Custom Solution**

WaterGuard	
CleanSpace	24 ft
CleanSpace SuperSump Plus 24	4 sqft
SuperSump Plus	. 1
LawnScape - Pump Discharge	. 1
lceGuard ····	. 1

# OPTIMIZING AND PROTECTING

# THE VALUE OF YOUR INVESTMENT

# THE THRASHER GUARANTEES

### Satisfaction Guarantee

We guarantee that we will perform all of our work to the standard stated on your proposal. If for any reason you are displeased with any of our services, I am just a phone call away.

# **Efficiency Guarantee**

We know having work done on your home can be an inconvenience to you and your family. We are committed to returning that feeling of "home" to you as quickly as possible. We invest in continuous training and quality tools for our team members, which translates into a better experience for our customers. We do this to ensure we can complete your project as efficiently as possible, while maintaining our commitment to excellence. If there is a delay or change to your project we are committed to finding a resolution as quickly as possible.

# **Property Protection Guarantee**

All property such as lawns, carpeting, floors, walls, furniture, and door frames are protected. In the rare occurrence where property is damaged, we will repair it. Floor covers will be used in all work and traffic areas. We do our best to clean up after ourselves. However, if you are not satisfied, we will provide you a \$100 gift card towards a professional cleaning.

# Customer Respect Guarantee

Our technicians will not use tobacco products or profanity while on your property. They will courteously address any questions or concerns and treat you and your family with respect. All of our employees are upstanding citizens with the legal right to work in the United States (we participate in E-Verify).

### Are We Perfect?

No. But, every day, every person at our company is striving to redefine the industry. We believe customer experiences can and should be remarkable. Our company cares deeply and builds long-term relationships with our customers, because we know YOU are the very reason we are in business.

Thank you for considering Thrasher,

Dan Thrasher President **OUR MISSION** 

"To deliver a WOW experience and challenge the status quo."

#### THRASHER, INC.

### WATERPROOFING LIMITED WARRANTY

This Limited Warranty is from Thrasher, Inc. ("Contractor") to each purchaser ("Customer") of any of the products described in the "Limited Warranty" section below ("Products") which are installed by Contractor at Customer's property ("Property"). This Limited Warranty is made by Contractor in lieu of and excludes all other warranties, express or implied, relating to the Products and to any services or other products provided by Contractor in connection therewith, including any IMPLIED WARRANTY OF MERCHANTABILITY AND IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE. In the event applicable law prohibits the disclaimer of any implied warranty, all such implied warranties shall be limited in duration to the term of the Limited Warranty set forth below. This Limited Warranty is transferrable to subsequent owners of the Property, provided that any such transfer shall not extend the duration of the term of the Limited Warranty set forth below. This Limited Warranty is null and void if full payment is not received. Any claims made pursuant to this Limited Warranty should be addressed in writing to Contractor at 11844 Valley Ridge Dr. Papillion, NE 68046.

#### LIMITED WARRANTY

Remedial work completed under this Limited Warranty will not extend the warranty period. Subject to the Exclusions from Coverage set forth below, Contractor provides the following Limited Warranty for the Products:

<u>Drainage Systems</u>. For areas where Contractor has installed a WaterGuard™, WaterGuard™DM, and/or DryTrak System (each a "Drainage System"), Contractor warrants that, for 25 years from the original date of installation of the Drainage System, the Drainage System will be free from Defects or Contractor will repair the Drainage System at no additional cost to Customer. For the purposes of this Drainage System Limited Warranty, "Defect" \* means water from the floor wall joint which passes through the perimeter of the Drainage System and onto the basement floor. Leakage through interior floor cracks is not covered under this Drainage

WaterGuard™MPS. For areas where Contractor has installed WaterGuard™MPS, Contractor warrants that, for 25 years from the original date of installation of WaterGuard™MPS, WaterGuard™MPS will be free from Defects or Contractor will repair WaterGuard™MPS at no additional cost to Customer. For purposes of this WaterGuard™MPS Limited Warranty, "Defect"\* water from the floor wall joint or from floor cracks passes through the WaterGuard™MPS System onto the basement

<u>Clean Space</u><sup>™</sup>. Contractor warrants that the Clean Space<sup>™</sup> liner will be free from Defects for 25 years from the original date of installation or Contactor will repair or replace the Clean Space™ liner. For the purposes of this Clean Space™ Limited Warranty, "Defect"\* shall mean (a) any hole or tear in the Clean Space™ liner or (b) when Clean Space™ is installed with a Drainage System warranted by Contractor under this Limited Warranty, the presence of ground water on the top of the Clean

Sump Pumps. Contractor warrants that sump pumps will be free from Defects for 2 years from the original date of installation or Contractor will replace or repair the defective sump pump(s). For purposes of this Sump Pump Limited Warranty, "Defect" means the failure of a sump pump to operate under normal use and service. Contractor makes no warranty that the number and type of sump pumps installed are sufficient to handle the volume of water on the Property, and this Limited Warranty does not cover the cost of any additional sump pumps and sump pits determined to be necessary to handle such volume.

<u>Dehumidifiers</u>. Contractor warrants that dehumidifiers will be free from Defects for 5 years from the original date of installation or Contractor will repair or replace the defective dehumidifier(s). For purposes of this Dehumidifier Limited Warranty, "Defect" means the failure of a dehumidifier to operate under normal use and

RainDrop: For areas where Contractor has installed RainDrop, Contractor warrants that, for a period of 15 years from the original date of installation, the gutters will not clog (No Clog Warranty). In the event that the gutters or RainDrop does clog, Contractor will clear the gutters at no additional cost to the Customer. Exclusion: Contractor does not provide the No-Clog Warranty if the RainDrop or gutter system is damaged.

\*The presence of any of the following conditions shall not be considered "Defects" in any Drainage System, WaterGuard™MPS, or Clean Space™ liner: window well flooding; condensation; water vapor transmission; concrete discoloration; water leaking out of the wall over the Drainage System without a wall system; efflorescence (white powder) on concrete; shrinkage cracks in new concrete; peeling paint; water accumulation in the yard once pumped from the structure; or leaks caused by chimneys, plumbing, or frozen discharge lines.

### **EXCLUSIONS FROM COVERAGE**

This Limited Warranty does not cover Defects caused directly or indirectly by any of the following: (1) Neglect, misuse, abuse, or alteration of the Product; (2) clogging or malfunctioning of a Product caused by mineral accumulations, iron bacteria, tree roots, mud, sand, or similar causes; (3) failure to maintain positive drainage away from the Property foundation; (4) failure to keep gutters on the Property in good and working order; (5) failure to direct downspouts sufficiently away from the Property foundation; (6) failure or delay in performance or damages caused by acts of God (flood, fire, storm, etc.), acts of civil or military authority, or any other cause outside of Contractor's control; and (7) any items mentioned in this Contract under "Customer Will", "Contractor Will", "Specifications", "Labels", and

#### LIMITED REMEDY

Contractor's sole obligation to Customer with respect to this Limited Warranty is to provide the labor and materials necessary to replace or repair any Defect as set forth in the "Limited Warranty" section above. Contractor is not responsible for any consequential, incidental, or indirect damages, including without limitation: (a) water damage to the Property or personal property; (b) costs for any finish carpentry, painting, paneling, landscaping, or other work necessary to restore the Property after Contractor's work is completed; (c) utility damage that occurs as a result of Contractor's installation is limited to replacing/repair the area Contractor damaged and does not include any upgrades to utilities for code compliance or other reasons; (d) pets escaping from or being injured in or around the work area; and (e) damages caused by mold including, but not limited to, property damage, bodily injury, loss of income, loss of use, loss of value, emotional distress, adverse health effects, death, or any other effects.

### **EXCLUDED PRODUCTS**

All Other Products. Except for the Products listed in the "Limited Warranty" section above, Contractor makes no express warranty, and disclaims all implied warranties, for any other product or service provided by Contractor to Customer.