



1. On any foundation repair work, the contractor will raise or stabilize as the house will allow
2. Any existing builder's pier or other company's piercing system that will need to be detached or removed, will have an extra US\$_____ charge per pier (will be paid by the owner).
3. During the work (raise or stabilize) rigid materials may crack or shift. The contractor will not be responsible or liable for repairs as tile,concrete art slab,hardwood flooring,cabinetry,sheetrock ,electrical,plumbing or other repairs unless is specified in this agreement.
4. Contractor is not responsible for any pre-existing damages on water lines,sewer lines gas lines,electrical work sprinkler systems,irrigation systems or other similar. The contractor will only repair or hire a professional to do the repair, if some of the lines are hit by contractor.
5. Any access holes or break outs created by contractor, will be patched with concrete or cover with plywood owner is responsible for repair or replace flooring or art concrete work.
6. If the contractor need to remove plants to install piers or performe the work, contractor will replanted,but contractor will not be responsible for the longevity of the plants,landscaping or yard.
7. owner is responsible for mark any irrigation,sprinkler system,septic tank or any additions made to the plumbing, sewer,gas or electrical lines.
8. Any work that will need to be performed inside the house. Contractor will help the owner to move furnitures, stuff or roll thecarpet to performe the work. But contractor will not be responsible for re-install carpet or move the furnitures back.
9. If in the process the contractor find inadequate structural strength,foundation deficiencies or any problem that may create damages to the property. Contractor may refund part or full amount of the moneis paid.Dependng of the number of piers or percent of the work done. In any of these cases part or full agreement shall be of no force and effect, and part or full warranty shall be void.(see addendum).
10. On all warranties the contractor (M&R) warrant the workmanship of the installation for a period of time that is specified on this agreement, estimate or diagaram, during this warranty period the contractor will repair the warranty areas at no cost to the owner. Any defects due to the faulty worksmanship contractors warranty will be repaired. Excludes indirect or consequential damages, damages causes by abuse, misuse, neglect, work performed by others or improper care.
On lifetime warranties the new owner will need to pay US\$150.00 for transfer fee and this will apply to all subsequentes owners. New owner must notify contractor within 6 months of taking ownership of the property. Failure to pay and notify will result in the warranty being voided.
11. Contractor and owner agree that contractor shall retain all rights conferred to it the lien statutes of the state. If contractor is not paid when required by this agreement, any and all warranties will be void.
12. Contractor and owner agree that any dispute or lawsuit arising out of this agreement 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 the American arbitration association (AAA) parties may arbitrate with an agree upon arbitrator. ,If unable to agree binding arbitration shall be administered by AAA. All cost shall be divided among the parties. M&R foundation repair is licensed, bonded and insured company.
13. Exclusions to the lifetime transferable warranty (push piers) catastrophic occurrences ; war,earthquakes or other natural causes. Any area outside of the influence. Heave or upward movement of the foundation due to the soil expansion. Plumbing leaks or standing water under the house. Any prior work to the foundation not performed by contractor or any work performed by contractor that has been tampered with in any manner. Damage cause by rotten rim,sill, joist, beams or sub floors. Future additions that increase the weight of the structure or foundation.
14. After any foundation work contractor recommend wait 45 days before to make any cosmetic repair (In this time the structure will relax and is possible some minor cracks appear .
15. The location of the piers, supports, or other repairs are approximate, and may vary depending on the pipes, cables,sewer,electrical lines, etc.
16. The owner is responsible for verifying that all the information on the paper work is correct.
17. The Owner agrees to pay the 10% ten percent late fee on all collections if a collection is needed the owner agrees to pay for the attorney fees and all the requiered expenses to collect the money.

I have read and understand the terms in this agreement.I agree with the terms and conditions.

I authorize the contractor to performe the work.

M&R Company Representative

Owner

Job # _____

Date _____