



## SELLER'S DISCLOSURE NOTICE

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Section 5.008, Property Code requires a seller of residential property of not more than one dwelling unit to deliver a Seller's Disclosure Notice to a buyer on or before the effective date of a contract. **This form complies with and contains additional disclosures which exceed the minimum disclosures required by the Code.**

CONCERNING THE PROPERTY AT **2913 Cedar Pass Court, Flower Mound, Texas 75022**

THIS NOTICE IS A DISCLOSURE OF SELLER'S KNOWLEDGE OF THE CONDITION OF THE PROPERTY AS OF THE DATE SIGNED BY SELLER AND IS NOT A SUBSTITUTE FOR ANY INSPECTIONS OR WARRANTIES THE BUYER MAY WISH TO OBTAIN. IT IS NOT A WARRANTY OF ANY KIND BY SELLER, SELLER'S AGENTS, OR ANY OTHER AGENT.

Seller ☐ Is ☒ Is not occupying the property. If unoccupied (by Seller), how long since Seller has occupied The Property? ☒ **05/30/2025** (approximate date) ☐ Never occupied the Property.

### Section 1. The Property has the items marked below: (Mark Yes (Y), No (N), or Unknown (U).)

*This notice does not establish the items to be conveyed. The contract will determine which items will & will not convey.*

| Item                       | Y | N | U |
|----------------------------|---|---|---|
| Cable TV Wiring            | ✓ |   |   |
| Carbon Monoxide Det.       | ✓ |   |   |
| Ceiling Fans               | ✓ |   |   |
| Cooktop                    | ✓ |   |   |
| Dishwasher                 | ✓ |   |   |
| Disposal                   | ✓ |   |   |
| Emergency Escape Ladder(s) |   | ✓ |   |
| Exhaust Fans               | ✓ |   |   |
| Fences                     | ✓ |   |   |
| Fire Detection Equip.      | ✓ |   |   |
| French Drain               | ✓ |   |   |
| Gas Fixtures               | ✓ |   |   |
| Liquid Propane Gas:        |   | ✓ |   |
| -LP Community (Captive)    |   |   | ✓ |
| -LP on Property            |   |   | ✓ |

| Item                               | Y | N | U |
|------------------------------------|---|---|---|
| Natural Gas Lines                  | ✓ |   |   |
| Fuel Gas Piping:                   |   | ✓ |   |
| -Black Iron Pipe                   |   |   | ✓ |
| -Copper                            |   |   | ✓ |
| -Corrugated Stainless Steel Tubing |   |   | ✓ |
| Hot Tub                            |   |   | ✓ |
| Intercom System                    |   | ✓ |   |
| Microwave                          | ✓ |   |   |
| Outdoor Grill                      |   | ✓ |   |
| Patio/Decking                      | ✓ |   |   |
| Plumbing System                    | ✓ |   |   |
| Pool                               |   | ✓ |   |
| Pool Equipment                     |   | ✓ |   |
| Pool Maint. Accessories            |   | ✓ |   |
| Pool Heater                        |   | ✓ |   |

| Item                                                                 | Y | N | U |
|----------------------------------------------------------------------|---|---|---|
| Pump: <input type="checkbox"/> sump <input type="checkbox"/> grinder |   | ✓ |   |
| Rain Gutters                                                         | ✓ |   |   |
| Range/Stove                                                          |   |   | ✓ |
| Roof/Attic Vents                                                     | ✓ |   |   |
| Sauna                                                                |   | ✓ |   |
| Smoke Detector                                                       | ✓ |   |   |
| Smoke Detector – Hearing Impaired                                    |   |   | ✓ |
| Spa                                                                  |   | ✓ |   |
| Trash Compactor                                                      |   |   | ✓ |
| TV Antenna                                                           |   | ✓ |   |
| Washer/Dryer Hookup                                                  | ✓ |   |   |
| Window Screens                                                       | ✓ |   |   |
| Public Sewer System                                                  | ✓ |   |   |
|                                                                      |   |   |   |
|                                                                      |   |   |   |

| Item                      | Y | N | U | Additional Information                                                                                                                   |
|---------------------------|---|---|---|------------------------------------------------------------------------------------------------------------------------------------------|
| Central A/C               | ✓ |   |   | <input checked="" type="checkbox"/> electric <input type="checkbox"/> gas number of units: 2                                             |
| Evaporative Coolers       |   |   | ✓ | number of units:                                                                                                                         |
| Wall/Window AC Units      |   | ✓ |   | number of units:                                                                                                                         |
| Attic Fan(s)              |   |   | ✓ | if yes, describe:                                                                                                                        |
| Central Heat              | ✓ |   |   | <input type="checkbox"/> electric <input checked="" type="checkbox"/> gas number of units: 1                                             |
| Other Heat                |   |   | ✓ | if yes describe:                                                                                                                         |
| Oven                      | ✓ |   |   | number of ovens: 1 <input checked="" type="checkbox"/> electric <input type="checkbox"/> gas <input type="checkbox"/> other:             |
| Fireplace & Chimney       | ✓ |   |   | <input type="checkbox"/> wood <input checked="" type="checkbox"/> gas logs <input type="checkbox"/> mock <input type="checkbox"/> other: |
| Carport                   |   | ✓ |   | <input type="checkbox"/> attached <input type="checkbox"/> not attached                                                                  |
| Garage                    | ✓ |   |   | <input checked="" type="checkbox"/> attached <input type="checkbox"/> not attached                                                       |
| Garage Door Openers       | ✓ |   |   | number of units: 2 number of remotes: 2                                                                                                  |
| Satellite Dish & Controls |   |   | ✓ | <input type="checkbox"/> owned <input type="checkbox"/> leased from                                                                      |
| Security System           |   | ✓ |   | <input type="checkbox"/> owned <input type="checkbox"/> leased from                                                                      |



Prepared with Sellers Shield

|                                 |   |   |  |                                                                                                                              |
|---------------------------------|---|---|--|------------------------------------------------------------------------------------------------------------------------------|
| Solar Panels                    |   | ✓ |  | <input type="checkbox"/> owned <input type="checkbox"/> leased from                                                          |
| Water Heater                    | ✓ |   |  | <input checked="" type="checkbox"/> electric <input type="checkbox"/> gas <input type="checkbox"/> other: number of units: 1 |
| Water Softener                  |   | ✓ |  | <input type="checkbox"/> owned <input type="checkbox"/> leased from                                                          |
| Other Leased Item(s)            |   | ✓ |  | if yes, describe:                                                                                                            |
| Underground Lawn Sprinkler      | ✓ |   |  | <input checked="" type="checkbox"/> automatic <input type="checkbox"/> manual areas covered: <b>Front and Back yard</b>      |
| Septic / On-Site Sewer Facility |   | ✓ |  | if yes, attach Information About On-Site Sewer Facility (TXR-1407)                                                           |

Water supply provided by: ☒ City ☐ Well ☐ MUD ☐ Co-op ☐ Unknown ☐ Other: \_\_\_\_\_

Was the Property built before 1978? ☐ yes ☒ no ☐ unknown

(If yes, complete, sign, and attach TXR-1906 concerning lead-based paint hazards).

Roof Type: Shingles Age: 6 (approximate)

Is there an overlay roof covering on the Property (shingles or roof covering placed over existing shingles or roof covering)? ☐ Yes ☒ No ☐ Unknown

Are you (Seller) aware of any of the items listed in this Section 1 that are not in working condition, that have defects, or are need of repair? ☐ yes ☒ no If yes, describe (attach additional sheets if necessary):

**Section 2. Are you (Seller) aware of any defects or malfunctions in any of the following? (Mark Yes (Y) if you are aware and No (N) if you are not aware.)**

| Item               | Y | N | Item                 | Y | N | Item                        | Y | N |
|--------------------|---|---|----------------------|---|---|-----------------------------|---|---|
| Basement           |   | ✓ | Floors               |   | ✓ | Sidewalks                   |   | ✓ |
| Ceilings           |   | ✓ | Foundation / Slab(s) |   | ✓ | Walls / Fences              |   | ✓ |
| Doors              |   | ✓ | Interior Walls       |   | ✓ | Windows                     |   | ✓ |
| Driveways          |   | ✓ | Lighting Fixtures    |   | ✓ | Other Structural Components |   | ✓ |
| Electrical Systems |   | ✓ | Plumbing Systems     |   | ✓ |                             |   |   |
| Exterior Walls     |   | ✓ | Roof                 |   | ✓ |                             |   |   |

If the answer to any of the items in Section 2 is yes, explain (attach additional sheets if necessary):

**Section 3. Are you (Seller) aware of any of the following conditions? (Mark Yes (Y) if you are aware and No (N) if you are not aware.)**

| Condition                                  | Y | N | Condition                             | Y | N |
|--------------------------------------------|---|---|---------------------------------------|---|---|
| Aluminum Wiring                            |   | ✓ | Radon Gas                             |   | ✓ |
| Asbestos Components                        |   | ✓ | Settling                              |   | ✓ |
| Diseased Trees: oak wilt                   |   | ✓ | Soil Movement                         | ✓ |   |
| Endangered Species/Habitat on Property     |   | ✓ | Subsurface Structure or Pits          |   | ✓ |
| Fault Lines                                |   | ✓ | Underground Storage Tanks             |   | ✓ |
| Hazardous or Toxic Waste                   |   | ✓ | Unplatted Easements                   |   | ✓ |
| Improper Drainage                          |   | ✓ | Unrecorded Easements                  |   | ✓ |
| Intermittent or Weather Springs            |   | ✓ | Urea-formaldehyde Insulation          |   | ✓ |
| Landfill                                   |   | ✓ | Water Damage Not Due to a Flood Event |   | ✓ |
| Lead-Based Paint or Lead-Based Pt. Hazards |   | ✓ | Wetlands on Property                  |   | ✓ |

|                                                             |   |   |
|-------------------------------------------------------------|---|---|
| Encroachments onto the Property                             |   | ✓ |
| Improvements encroaching on others' property                |   | ✓ |
| Located in Historic District                                |   | ✓ |
| Historic Property Designation                               |   | ✓ |
| Previous Foundation Repairs                                 | ✓ |   |
| Previous Roof Repairs                                       |   | ✓ |
| Previous Other Structural Repairs                           |   | ✓ |
| Previous Use of Premises for Manufacture of Methamphetamine |   | ✓ |

|                                                                       |   |   |
|-----------------------------------------------------------------------|---|---|
| Wood Rot                                                              | ✓ |   |
| Active infestation of termites or other wood destroying insects (WDI) |   | ✓ |
| Previous treatment for termites or WDI                                |   | ✓ |
| Previous termite or WDI damage repaired                               |   | ✓ |
| Previous Fires                                                        |   | ✓ |
| Termite or WDI damage needing repair                                  |   | ✓ |
| Single Blockable Main Drain in Pool/Hot Tub/Spa*                      |   | ✓ |

If the answer to any of the items in Section 3 is yes, explain (attach additional sheets if necessary):

(Previous Foundation Repairs) Foundation repair done by previous owner in the year 2010 by Perma Pier that has lifetime warranty. Then recently done the repair in Feb, 2025 by them at no cost.

(Soil Movement) It seems the soil movement is common in Texas, so marking it as Yes.

(Wood Rot) Outside of the Kitchen window has this issue, it is minor though.

\*A single blockable main drain may cause a suction entrapment hazard for an individual.

**Section 4. Are you (Seller) aware of any item, equipment, or system in or on the Property that is in need of repair, which has not been previously disclosed in this notice?** ☒ yes ☐ no If yes, explain (attach additional sheets if necessary):

I have never used the jacuzzi after purchasing in 2021. So need to check if still working

**Section 5. Are you (Seller) aware of any of the following conditions?\*** (Mark Yes (Y) if you are aware and check wholly or partly as applicable. Mark No (N) if you are not aware.)

Y N

- ☐ ☒ Present flood insurance coverage.
- ☐ ☒ Previous flooding due to a failure or breach of a reservoir or a controlled or emergency release of water from a reservoir.
- ☐ ☒ Previous flooding due to a natural flood event.
- ☐ ☒ Previous water penetration into a structure on the Property due to a natural flood.
- ☐ ☒ Located ☐ wholly ☐ partly in a 100-year floodplain (Special Flood Hazard Area-Zone A, V, A99, AE, AO, AH, VE, or AR).
- ☐ ☒ Located ☐ wholly ☐ partly in a 500-year floodplain (Moderate Flood Hazard Area-Zone X (shaded)).
- ☐ ☒ Located ☐ wholly ☐ partly in a floodway.
- ☐ ☒ Located ☐ wholly ☐ partly in a flood pool.

☐ ☒ Located ☐ wholly ☐ partly in a reservoir.

If the answer to any of the above is yes, explain (attach additional sheets as necessary):

***\*If Buyer is concerned about these matters, Buyer may consult Information About Flood Hazards (TXR 1414).***

*For purposes of this notice:*

*"100-year floodplain" means any area of land that: (A) is identified on the flood insurance rate map as a special flood hazard area, which is designated as Zone A, V, A99, AE, AO, AH, VE, or AR on the map; (B) has a one percent annual chance of flooding, which is considered to be a high risk of flooding; and (C) may include a regulatory floodway, flood pool, or reservoir.*

*"500-year floodplain" means any area of land that: (A) is identified on the flood insurance rate map as a moderate flood hazard area, which is designated on the map as Zone X (shaded); and (B) has a two-tenths of one percent annual chance of flooding, which is considered to be a moderate risk of flooding.*

*"Flood pool" means the area adjacent to a reservoir that lies above the normal maximum operating level of the reservoir and that is subject to controlled inundation under the management of the United States Army Corps of Engineers.*

*"Flood insurance rate map" means the most recent flood hazard map published by the Federal Emergency Management Agency under the National Flood Insurance Act of 1968 (42 U.S.C. Section 4001 et seq.).*

*"Floodway" means an area that is identified on the flood insurance rate map as a regulatory floodway, which includes the channel of a river or other watercourse and the adjacent land areas that must be reserved for the discharge of a base flood, also referred to as a 100-year flood, without cumulatively increasing the water surface elevation more than a designated height.*

*"Reservoir" means a water impoundment project operated by the United States Army Corps of Engineers that is intended to retain water or delay the runoff of water in a designated surface area of land.*

**Section 6. Have you (Seller) ever filed a claim for flood damage to the Property with any insurance provider, including the National Flood Insurance Program (NFIP)?** ☐ yes ☒ no If yes, explain (attach additional sheets as necessary):

*\*Homes in high risk flood zones with mortgages from federally regulated or insured lenders are required to have flood insurance. Even when not required, the Federal Emergency Management Agency (FEMA) encourages homeowners in high risk, moderate risk, and low risk flood zones to purchase flood insurance that covers the structure(s) and the personal property within the structure(s).*

**Section 7. Have you (Seller) ever received assistance from FEMA or the U.S. Small Business Administration (SBA) for flood damage to the Property?** ☐ yes ☒ no If yes, explain (attach additional sheets as necessary):

**Section 8. Are you (Seller) aware of any of the following? (Mark Yes (Y) if you are aware. Mark No (N) if you are not aware.)**

Y N

- ☐ ☒ Room additions, structural modifications, or other alterations or repairs made without necessary permits, with unresolved permits, or not in compliance with building codes in effect at the time
- ☒ ☐ Homeowners' associations or maintenance fees or assessments. If yes, complete the following:

Name of association: Guardian Association Management  
Manager's Name: Shelby Myers Phone: Office: 972.458.2200 | Fax: 972.458.2203  
Fees or assessments are: \$ \$83 per Month ☒ mandatory ☐ voluntary  
Any unpaid fees or assessment for the Property? ☐ Yes (\$) ☒ No  
If the Property is in more than one association, provide information about the other associations below or attach information to this notice.

Any common area (facilities such as pools, tennis courts, walkways, or other) co-owned in undivided interest with others. If yes, complete the following:

- ☐ ☒ Any optional user fees for common facilities charged? ☐ yes ☐ no If yes, describe
- ☐ ☒ Any notices of violations of deed restrictions or governmental ordinances affecting the condition or use of the Property.
- ☐ ☒ Any lawsuits or other legal proceedings directly or indirectly affecting the Property. (Includes, but is not limited to: divorce, foreclosure, heirship, bankruptcy, and taxes.)
- ☐ ☒ Any death on the Property except for those deaths caused by: natural causes, suicide, or accident unrelated to the condition of the Property.
- ☐ ☒ Any condition on the Property which materially affects the health or safety of an individual.
- Any repairs or treatments, other than routine maintenance, made to the Property to remediate environmental hazards such as asbestos, radon, lead-based paint, urea-formaldehyde, or mold.
- ☐ ☒ If yes, attach any certificates or other documentation identifying the extent of the remediation (for example, certificate of mold remediation or other remediation).
- ☐ ☒ Any rainwater harvesting system located on the Property that is larger than 500 gallons and that uses a public water supply as an auxiliary water source.
- ☐ ☒ The Property is located in a propane gas system service area owned by a propane distribution system retailer.
- ☐ ☒ Any portion of the Property that is located in a groundwater conservation district or a subsidence district.

If the answer to any of the items in Section 8 is yes, explain (attach additional sheets if necessary):

(Q2) HOA maintain the common area, Gym, Pool etc

**Section 9. Within the last 4 years, have you (Seller) received any written inspection reports from persons who regularly provide inspections and who are either licensed as inspectors or otherwise permitted by law to perform inspections?** ☐ yes ☒ no If yes, attach copies and complete the following:

| Inspection Date | Type | Name of Inspector | No. of Pages |
|-----------------|------|-------------------|--------------|
|                 |      |                   |              |
|                 |      |                   |              |

|  |  |  |  |
|--|--|--|--|
|  |  |  |  |
|  |  |  |  |

*Note: A buyer should not rely on the above-cited reports as a reflection of the current condition of the Property.  
A buyer should obtain inspections from inspectors chosen by the buyer.*

**Section 10. Check any tax exemption(s) which you (Seller) currently claim for the Property:**

- ☐ Homestead ☐ Senior Citizen ☐ Disabled  
☐ Wildlife Management ☐ Agricultural ☐ Disabled Veteran  
☐ Other: \_\_\_\_\_ ☐ Unknown

**Section 11. Have you (Seller) ever filed a claim for damage, other than flood damage, to the Property with any insurance provider?** ☐ yes ☒ no

**Section 12. Have you (Seller) ever received proceeds for a claim for damage to the Property (for example, an insurance claim or a settlement or award in a legal proceeding) and not used the proceeds to make the repairs for which the claim was made?** ☐ yes ☒ no If yes, explain:

**Section 13. Does the Property have working smoke detectors installed in accordance with the smoke detector requirements of Chapter 766 of the Health and Safety Code?\*** ☐ unknown ☐ no ☒ yes. If no or unknown, explain. (Attach additional sheets if necessary):

*\*Chapter 766 of the Health and Safety Code requires one-family or two-family dwellings to have working smoke detectors installed in accordance with the requirements of the building code in effect in the area in which the dwelling is located, including performance, location, and power source requirements. If you do not know the building code requirements in effect in your area, you may check unknown above or contact your local building official for more information.*

*A buyer may require a seller to install smoke detectors for the hearing impaired if: (1) the buyer or a member of the buyer's family who will reside in the dwelling is hearing-impaired; (2) the buyer gives the seller written evidence of the hearing impairment from a licensed physician; and (3) within 10 days after the effective date, the buyer makes a written request for the seller to install smoke detectors for the hearing-impaired and specifies the locations for installation. The parties may agree who will bear the cost of installing the smoke detectors and which brand of smoke detectors to install.*

Seller acknowledges that the statements in this notice are true to the best of Seller's belief and that no person, including the broker(s), has instructed or influenced Seller to provide inaccurate information or to omit any material information.

Jegadish Chandran 2025-08-27  
Signature of Seller Date

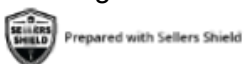
\_\_\_\_\_  
Signature of Seller Date

Printed Name: Jegadish Chandran

Printed Name: \_\_\_\_\_

**ADDITIONAL NOTICES TO BUYER:**

(1) The Texas Department of Public Safety maintains a database that the public may search, at no cost, to determine if registered sex offenders are located in certain zip code areas. To search the database, visit <https://publicsite.dps.texas.gov>. For information concerning past criminal activity in certain areas or neighborhoods, contact the local police department.



- (2) If the Property is located in a coastal area that is seaward of the Gulf Intracoastal Waterway or within 1,000 feet of the mean high tide bordering the Gulf of Mexico, the Property may be subject to the Open Beaches Act or the Dune Protection Act (Chapter 61 or 63, Natural Resources Code, respectively) and a beachfront construction certificate or dune protection permit may be required for repairs or improvements. Contact the local government with ordinance authority over construction adjacent to public beaches for more information.
- (3) If the Property is located in a seacoast territory of this state designated as a catastrophe area by the Commissioner of the Texas Department of Insurance, the Property may be subject to additional requirements to obtain or continue windstorm and hail insurance. A certificate of compliance may be required for repairs or improvements to the Property. For more information, please review *Information Regarding Windstorm and Hail Insurance for Certain Properties* (TXR 2518) and contact the Texas Department of Insurance or the Texas Windstorm Insurance Association.
- (4) This Property may be located near a military installation and may be affected by high noise or air installation compatible use zones or other operations. Information relating to high noise and compatible use zones is available in the most recent Air Installation Compatible Use Zone Study or Joint Land Use Study prepared for a military installation and may be accessed on the Internet website of the military installation and of the county and any municipality in which the military installation is located.
- (5) If you are basing your offers on square footage, measurements, or boundaries, you should have those items independently measured to verify any reported information.
- (6) The following providers currently provide service to the Property:

Electric: **Coserv**

Phone #:

**Sewer: Town of Flowermound**

Phone #:

## Water: Town of Flowermound

Phone #:

Cable:

Phone #:

Trash: **Town of Flowermound**

Phone #:

Natural Gas: **Atmos**

Phone #:

Phone Company:

Phone #:

Propane:

Phone #:

Internet: **Frontier**

Phone #:

This Seller's Disclosure Notice was completed by Seller as of the date signed. The brokers have relied on this notice as true and correct and have no reason to believe it to be false or inaccurate. YOU ARE ENCOURAGED TO HAVE AN INSPECTOR OF YOUR CHOICE INSPECT THE PROPERTY.

The undersigned Buyer acknowledges receipt of the foregoing notice.

|                    |      |
|--------------------|------|
| Signature of Buyer | Date |
|--------------------|------|

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|                    |      |
|--------------------|------|
| Signature of Buyer | Date |
|--------------------|------|

Printed Name: \_\_\_\_\_

Printed Name: \_\_\_\_\_





Perma-Pier Foundation Repair  
Warranty Division  
1121 Fountain Parkway  
Grand Prairie, TX 75050  
(214) 637-1444  
www.permapier.com

**BILL TO**

Jegadish Chandran  
2913 Cedar Pass Court  
Flower Mound, TX 75022 USA

ESTIMATE  
119266345

ESTIMATE DATE  
Jan 02, 2025

**JOB ADDRESS**

Jegadish Chandran  
2913 Cedar Pass Court  
Flower Mound, TX 75022 USA

**Job:** 119030807

**Technician:** Jonathan D Hart

| SERVICE   | DESCRIPTION                          | QTY   | PRICE  | TOTAL  |
|-----------|--------------------------------------|-------|--------|--------|
| 1         | Adjust Concrete Piers Under Warranty | 13.00 | \$0.00 | \$0.00 |
| SUB-TOTAL |                                      |       |        | \$0.00 |
| TOTAL     |                                      |       |        | \$0.00 |

Thank you for choosing Perma Pier Foundation Repair! Your invoice is attached.

\*Please note: payment by check or ACH is preferred, however credit card payments services are accepted with a 3.5% (Visa and MasterCard) or 4.5% (American Express) processing fee. All returned/NSF checks (physical or electronic) will result in a \$35 processing fee. All past due customer balances are subject to a 3% late fee.

**CREDIT CARD PAYMENT AUTHORIZATION**

Please pay total due amount. Thank you.

Print Name below as it appears on credit card

|              |               |     |     |
|--------------|---------------|-----|-----|
| Payment Type | Credit Card # | EXP | CVC |
| Name on card |               |     |     |
| Signature    |               |     |     |
| Remit to:    |               |     |     |

Amount Due:

**CUSTOMER AUTHORIZATION**

I, Jegadish Chandran authorize Perma-Pier Foundation Repair to do the work as specified in the estimate for \$0.00 at 2913 Cedar Pass Court, Flower Mound, TX 75022 USA.

The above prices, specifications, and conditions are satisfactory, and I hereby accept all Terms and Conditions. 50% of \$0.00 is due at the time of scheduling, and the remainder is due the day of foundation completion. You authorize us to use the

original form of payment for the final payment. Any alteration or deviation from the above specifications involving extra costs will be executed only upon a change order and will become an additional charge over and above the contract. This estimate shall confirm that Perma-Pier Foundation Repair of Texas agrees to perform the above-stated work upon executing the contract by Jegadish Chandran at 2913 Cedar Pass Court, Flower Mound, TX 75022 USA. In the event that payment is required and bank account information or a check is provided as a form of payment, I hereby authorize Perma-Pier Foundation Repair of Texas, herein called Perma-Pier Foundation Repair, to (i) initiate a debit entry to my account, and to debit the same to such account, (ii) use information from my check to make a one-time electronic fund transfer from my account or (iii) process the payment as a check transaction, as determined by Perma-Pier Foundation Repair and as applicable. We will use the same form of payment for final payment once Perma Pier Foundation job is completed. I, Jegadish Chandran, acknowledge that the origination of ACH transactions to my account must comply with the provision of U.S. law and that I may only revoke this authorization by notifying Perma-Pier Foundation Repair as provided below. Check or ACH are preferred, however credit cards for Perma-Pier Foundation Repair of Texas services are accepted with a 3.5% (Visa and MasterCard) or 4.5% (American Express) processing fee. All returned/NSF checks (physical or electronic) will result in a \$35 processing fee. All past-due customer balances are subject to a 3.5% late fee. Jobs canceled will be charged \$250, plus any associated costs of permits and/or engineering. The estimate is valid for 90 days from the date issued. The estimated price is good for 30 days from the date issued. Perma-Pier Foundation Repair of Texas is aware that they consider the Local Governmental Construction Permit process in preparation of their estimate proposal.

Any questions or concerns were answered and accept the Terms and Conditions outlined in the estimate.

Thank you,  
Jonathan D Hart  
Perma-Pier Foundation Repair

\* Nothing else promised. Nothing else due.

\* Jobs canceled will be charged \$250, plus the cost of any associated permits and/or engineering.

\*The total is subject to change with a change order.

*Jegadish*

Sign here

Date 1/2/2025

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## 1. GENERAL CONDITIONS

- a. The work to be performed under this contract is designed to attempt to return the foundation to as near its original horizontal position as practically possible. The house will be lifted until, in the sole opinion of Perma-Pier Foundation Repair of Texas (the "Contractor"), further raising will result in excessive damage to cosmetic finishes or to the structure. COMPLETE LEVELING IS NOT TO BE EXPECTED. Pier locations may vary from site map due to conditions not under control by the Contractor.
- b. The Contractor is not responsible for subsequent damage or costs caused by foundation lifting, stabilization, or driving pilings. Seasonal variations in the soil moisture contents may result in the formation of new cracks, or in varying length and width of existing interior and exterior cracks. Lifting and/or stabilizing the foundation may cause sheetrock, wallpaper, plaster, roofing, piping, wiring, flooring, or other materials to stress and crack, wrinkle, separate, or break. The Contractor has no obligation to repair or to replace any damage to the property that results from Contractor's foundation repair services, including any damages to: (a) the foundation of the property, (b) the structure of the property (including but not limited to cosmetic damage), (c) plumbing, (d) flooring, (e) electrical wiring, (f) ducting, (g) gas pipes, (h) other portions of the structure and its system, (i) furniture, (j) fixtures, (k) furnishings (including but not limited to artwork, photographs, sculptures, interior light fixtures and/or chandeliers), (l) landscaping, (m) irrigation, (n) vegetation, (o) shrubs, (p) pavers, (q) flagstone, (r) wood or other decks, (s) spas, or (t) personal property, without regard to when or where said damage occurs except as otherwise set out herein. Without limiting the foregoing, Contractor will not be responsible for repairing pre-existing plumbing problems, deteriorated pipes, new plumbing problems or leaks caused by foundation movement before, during, or after lift.
- c. Prior to work beginning, please remove all outside items from the work areas (including anything that is special to you,) and ground or hanging lighting. Contractor will attempt to transplant shrubbery at the point of installation but cannot guarantee their survival after transplant. It is recommended you consult a landscaper or greenhouse to remove established plantings or shrubs prior to foundation work.
- d. You shall supply Contractor with water and electricity at your expense. Contractor must have access to the breaker box at all times and must enter the property at the time it is leveled. Contractor will arrange for underground line/utility checks (Texas 811) as needed. Contractor has no control over the line check personnel or their scheduling.
- e. Fiber lines are not marked by Texas 811. These will need to be marked by you. If you have fiber, please reach out to your Internet provider five days prior to the work being performed. Contractor will not cover any expense if fiber lines are hit during the repair.
- f. During the provision of Contractor's services, the property will be an active worksite. You will need to take special care to observe open holes in the ground and trip hazards.

## 2. DISCOVERY OF ISSUES REQUIRING A CHANGE ORDER

Additional work, such as the work below, that is not addressed by the quote or agreement, will be submitted in change order form to you for approval. In the event any of the items below are discovered after a bid has been accepted or the commencement of services, Contractor shall have the right to cease work until an agreeable change order (which may increase the price of the services) has been agreed to in writing by you and Contractor. A list of potential discoveries that may result in a change order are listed below:

- a. Pier Depth: Any depth beyond thirty (30) feet will incur additional charges of \$10 per foot.
- b. Existing Piers: Discovery of existing builder piers, or previous foundation repair piers will incur additional charges per pier to disable: \$250 - up to 12" diameter; \$500 - 12" to 24" diameter; \$750 - 24" to 36" diameter. For disabling existing Bullivant-style steel piers (bolted onto the foundation,) the charge will be \$250 per pier.
- c. Soil Conditions: Any unexpected rock formations or high-density clay that prohibits Contractor from performing its standard duties will incur additional charges of \$150 per foot of tunnel.
- d. Non-Steel Reinforced Grade Beams: If Contractor is performing repairs on a home without reinforced grade beams, work will cease until a change order is agreed upon.
- e. Excessive Roots: If excessive roots are discovered this will incur additional charges of \$150 per foot of tunnel (please note that any removal of, or tunneling through, roots may result in permeant damage or death to any established trees or plants).
- f. Added Angle Iron/I-Beam: Additional materials will incur an additional charge of \$150 per pier.
- g. Post-Tension Cable Repairs: Broken cables can be repaired for \$1,200 per cable.



# PERMA PIER FOUNDATION REPAIR

- h. Tunnel: Tunnels deemed unsafe, unless shored due to loose soils, or that are deeper than 36" from slab, will incur an additional \$50 per foot of tunnel.
- i. Shoring: Beams deeper than 36" from grade will incur an additional \$50 per foot, and each pier location will incur an additional \$250 for shoring material and labor.
- j. Shallow Water Table: If there is an unusually shallow water table which prohibits work or changes the scope of work, work will cease until a change order is agreed upon.
- k. Grade beams exceeding 36 inches will incur an additional \$150 per foot for each access hole.

### 3. LIMITED WARRANTIES

- a. All limited warranties contained herein shall be automatically null and void if:
  - i. Full payment for all service is not made within 30 days of completion of work as specified, unless otherwise agree to in writing in the contract.
  - ii. An additional story is added to the structure, or changes of a similar scope are made without the prior written approval of Contractor, when such changes would affect loads on the foundation.
  - iii. The structure is sited on a fault or is affected by an earthquake.
  - iv. The foundation is undermined (i.e., soil slumping, eroding, creek beds, excavations, etc.) or neglected (i.e., unaddressed plumbing leaks, unaddressed drainage issues, etc.)
  - v. The natural eroding of existing structure.
  - vi. Any accidental or intentional damage from fire, flood, windstorm, tornado, or other acts of nature.
  - vii. Contractor recommends that you undertake foundation repair services that are not covered by warranties described herein, and you decline to undertake such services; provided, however, this exception shall not apply in the event you obtain a written and signed letter of a licensed engineer who opines that such recommended services would not be beneficial to the stability of your foundation.

For the sake of clarification, the exceptions set forth immediately above apply to each warranty described herein regardless of whether a particular warranty additionally lists other exclusions or exceptions to warranties.

- b. Unless otherwise noted below, limited warranties are transferable. In the event a change in ownership occurs, assignment of this warranty to a new owner(s) must be accomplished no later than ninety (90) days after transfer of title. Assignment will be made in accordance with the warranty and with the procedures in effect at the time of transfer, upon receipt of payment of transfer fee current at the time of transfer and receipt of a recent (within thirty (30) days) passing plumbing test. So long as the provisions of this paragraph are met, there is no limit to the number of transfers that can be made.  
**UNLESS ASSIGNMENT IS PROPERLY COMPLETED WITHIN (90) DAYS AFTER TRANSFER OF TITLE, THIS WARRANTY IS NULL AND VOID. NOTE:** to transfer the warranty, a Warranty Transfer Form, a current passing fresh water and sewer plumbing test (within thirty (30) days), and a transfer fee (the current transfer fee) must be sent to the address stated in Section 7 below.
- c. The LIMITED LIFETIME WARRANTY applies to steel pressed pilings, composite pilings, and helical pilings. It is the intention of the Contractor to permanently stabilize the settlement of that portion of the foundation covered by this contract to within one (1) part in two hundred and forty (240) parts for the life of the structure that it supports (1" settlement in 20' horizontal span). This warranty applies ONLY to the work performed by Contractor described as LIMITED LIFETIME WARRANTY WORK under the terms, provisions and conditions of this contract, otherwise specifically noted in the "Warranty" section of the contract. If your foundation work is warranted, a passing plumbing test (within the last thirty (30) days) is required for Perma-Pier to perform future warranty work or to transfer the warranty. Warranty evaluation will be performed and evaluated as per document number FPA-SC13-1. A copy of this document can be provided upon request.

In addition to the provisions in paragraph (a) of section 3, THIS WARRANTY SHALL BE AUTOMATICALLY NULL AND VOID IF:

- i. Post-repair plumbing test is not performed, or if said test fails and repairs are not made within thirty (30) days of the services provided by Contractor. (Applies to all pier related jobs – does not apply to drainage or injections.)



# PERMA PIER FOUNDATION REPAIR

- Locating and/or installation of cleanout(s) may be required to perform plumbing test. Installation of cleanout(s) will be at your expense if not included in this contract.
- ii. Any party other than Contractor adjusts or modifies the piers/pilings installed.
  - iii. Underground facilities or swimming pools are installed within a horizontal distance from the foundation equal to or less than the maximum depth of the swimming pool.
  - iv. The addition of or failure of any retaining wall or retention pond impacting your property that does not exist on the date Contractor completes its services.
- d. The LIMITED CONCRETE PILING WARRANTY applies to concrete pilings. This warranty applies ONLY to the work performed by Contractor described as LIMITED CONCRETE PILING WARRANTY WORK under the terms, provisions and conditions of this contract, otherwise specifically noted in the “Warranty” section of the contract. If your foundation work is warranted, a passing plumbing test (within the last thirty (30) days) is required for Perma-Pier to perform future warranty work or to transfer the warranty. Warranty evaluation will be performed and evaluated as per document number FPA-SC13-1. A copy of this document can be provided upon request. Contractor warrants workmanship from the first day that Contractor provided services for a project through the following time periods:
- i. The fifth (5<sup>th</sup>) anniversary of the first day that concrete piling work is provided on the project at no additional cost; and
  - ii. After the fifth (5<sup>th</sup>) anniversary and through the tenth (10<sup>th</sup>) anniversary of the first day that concrete piling work is provided on the project; provided, however,
    - 1 an assessment fee at standard market rates (currently \$75.00 as of September of 2024) will be charged to conduct a site review; and
    - 2 a pier adjustment fee at standard market rates (currently \$150.00 per piling as of September 2024) will be charged to adjust piers.

In addition to the provisions in paragraph (a) of section 3, THIS WARRANTY SHALL BE AUTOMATICALLY NULL AND VOID IF:

- i. Post-repair plumbing test is not performed, or if said test fails and repairs are not made within thirty (30) days of the services provided by Contractor. (Applies to all pier related jobs – does not apply to drainage or injections.) Locating and/or installation of cleanout(s) may be required to perform plumbing test. Installation of cleanout(s) will be at your expense if not included in this contract.
  - ii. Any party other than Contractor adjusts or modifies the piers/pilings installed.
  - iii. Underground facilities or swimming pools are installed within a horizontal distance from the foundation equal to or less than the maximum depth of the swimming pool.
  - iv. The addition of or failure of any retaining wall or retention pond impacting your property that does not exist on the date Contractor completes its services.
- e. PIER & BEAM WARRANTY
- This contract shall act as proof of warranty for the work performed as described herein provided all requirements have been met. The PIER AND BEAM WARRANTY WORK applies to services and installations performed by the Contractor. The Contractor warrants workmanship for one year from the date of installation and substructure wood replacement for one year from the first day that Contractor provided services for a project; provided, however, drilled piers shall have a warranty of ten (10) years from the date of installation. This warranty applies ONLY to the work performed by Contractor described as PIER AND BEAM WARRANTY WORK under the terms, provisions and conditions of this contract, otherwise specifically noted in the “Warranty” section of this contract.

In addition to the provisions in paragraph (a) of section 3, THIS WARRANTY SHALL BE NULL AND VOID IF:

- i. Underground facilities or swimming pools are installed within a horizontal distance from the foundation equal to or less than the maximum depth of the swimming pool.
- ii. Any party other than Contractor adjusts or modifies the piers, beams, or pilings installed by Contractor.
- iii. Presence of wood destroying insects.



# PERMA PIER FOUNDATION REPAIR

f. **RESET/RESHIM ADJUSTMENTS WARRANTY**

This contract shall act as proof of warranty for the work performed as described herein provided all requirements have been met. The RESET/RESHIM ADJUSTMENTS WARRANTY WORK applies to pier and beam, pad and block, and sonotube installations performed by the Contractor. The Contractor warrants workmanship for one year from the date of installation. This warranty applies ONLY to the work performed by Contractor described as RESET/RESHIM ADJUSTMENTS WARRANTY WORK under the terms, provisions and conditions of this contract, otherwise specifically noted in the “Warranty” section of the contract.

In addition to the provisions in paragraph (a) of section 3, THIS WARRANTY SHALL BE NULL AND VOID IF:

- i. Any party other than Contractor adjusts or modifies the shims, pad and block, pier and beam, or sonotube.

g. **PAD AND BLOCK SUPPORTS WARRANTY**

This contract shall act as proof of warranty for the work performed as described herein provided all requirements have been met. The PAD AND BLOCK WARRANTY WORK applies to services and installations performed by the Contractor. The Contractor warrants workmanship for one year from the date of installation. This warranty applies ONLY to the work performed by Contractor described as PAD AND BLOCK WARRANTY WORK under the terms, provisions and conditions of this contract, otherwise specifically noted in the “Warranty” section of the contract.

In addition to the provisions in paragraph (a) of section 3, THIS WARRANTY SHALL BE NULL AND VOID IF:

- i. Any party other than Contractor adjusts or modifies the pad and block.
- ii. Underground facilities or swimming pools are installed within a horizontal distance from the foundation equal to or less than the maximum depth of the swimming pool.

h. **SONOTUBE WARRANTY**

This contract shall act as proof of warranty for the work performed as described herein provided all requirements have been met. The SONOTUBE WARRANTY WORK applies to services and installations performed by the Contractor. The Contractor warrants workmanship & materials for five years from the date of installation. This warranty applies ONLY to the work performed by Contractor described as SONOTUBE WARRANTY WORK under the terms, provisions and conditions of this contract, otherwise specifically noted in the “Warranty” section of the contract.

In addition to the provisions in paragraph (a) of section 3, THIS WARRANTY SHALL BE NULL AND VOID IF:

- i. Underground facilities or swimming pools are installed within a horizontal distance from the foundation equal to or less than the maximum depth of the swimming pool.
- ii. Any party other than Contractor adjusts or modifies the piers, beams, or pilings installed by Contractor.

i. **WORKMANSHIP WARRANTY**

This contract shall act as proof of warranty for the work performed as described herein provided all requirements have been met. The WORKMANSHIP WARRANTY WORK applies to services and installations performed by the Contractor. The Contractor warrants workmanship for one year from the date of installation. This warranty applies ONLY to the work performed by Contractor described as WORKMANSHIP WARRANTY WORK under terms, provisions and conditions of this contract, otherwise specifically noted in the “Warranty” section of the contract.

In addition to the provisions in paragraph (a) of section 3, THIS WARRANTY SHALL BE NULL AND VOID IF:

- j. Underground facilities or swimming pools are installed within a horizontal distance from the foundation equal to or less than the maximum depth of the swimming pool.
  - ii. Any party other than Contractor adjusts or modifies the piers, beams, or pilings installed by Contractor.

This warranty is non-transferable unless otherwise specified by the Contractor.



# PERMA PIER FOUNDATION REPAIR

i. **ONLINE RETAIL SELLER LIMITED ONE YEAR WARRANTY** (e.g. OpenDoor, Zillow, etc.)

It is the intention of the Contractor to permanently stabilize the settlement of that portion of the foundation covered by the contract within one (1) part in two hundred and forty (240) parts for the life of the structure that it supports (1" settlement in 20' horizontal span). This limited warranty shall apply for one (1) year from the date of installation of applicable concrete pilings, steel pressed pilings, and composite pilings. This warranty applies only to the work performed by the Contractor described as a limited one year warranty under the terms, provisions, and conditions of the contract. There is no charge within the first year for a warranty visit or pier adjustment. After one year from the date of installation, it is \$100 per visit charge, due at scheduling. Any pier needing adjustment after one year will be an additional cost of \$100 per pier.

In addition to the provisions in paragraph (a) of section, THIS WARRANTY SHALL BE NULL AND VOID IF:

- i. Underground facilities or swimming pools are installed within a horizontal distance from the foundation equal to or less than the underground facility or swimming pool depth.
- ii. Any party other than Contractor adjusts or modifies the piers, beams, or pilings installed by Contractor.
- iii. The structure is partially or completely dismantled, razed, or demolished.

k. **MUDJACKING & POLYURATHANE WARRANTY**

1-year warranty for settlement within the specified area as noted on sitemap.

l. **MANUFACTURER WARRANTY**

The MANUFACTURER WARRANTY WORK applies to warranties offered by a manufacturer on chemical injections installed by the Contractor for the life of the warranty offered by the manufacturer. No warranty on manufacturer work will extend beyond the warranty offered by a manufacturer. It is the intention of the Contractor to permanently stabilize the movement of that portion of the foundation covered by this contract. This warranty applies ONLY to the work performed by Contractor described as MANUFACTURER WARRANTY WORK under the terms, provisions and conditions of this contract, otherwise specifically noted in the "Warranty" section of the contract.

In addition to the provisions in paragraph (a) of section 3, THIS WARRANTY SHALL BE NULL AND VOID IF:

- i. Underground facilities or swimming pools are installed within a horizontal distance from the foundation equal to or less than the maximum depth of the swimming pool.

This warranty is non-transferable unless otherwise specified by the manufacturer.

m. **SINK HOLES**

Contractor will fill any sink holes that both (a) arise within ninety (90) days of the first date that services are provided, and (b) are disclosed to Contractor within ninety (90) days of the first date that services are provided.

#### **4. TERMINATION OF WARRANTY**

The Contractor may terminate this warranty at any time by paying the current owner an amount equal to the total payments made under the original contract.

#### **5. DISCLAIMER OF ADDITIONAL WARRANTIES**

OTHER THAN THE EXPRESS LIMITED WARRANTIES SET FORTH HEREIN, CONTRACTOR SPECIFICALLY DISCLAIMS ANY WARRANTY, GUARANTEE, REPRESENTATION, ORAL OR WRITTEN, EXPRESSED OR IMPLIED, PAST, PRESENT OR FUTURE, OF, AS TO, OR CONCERNING ANY OF THE FOLLOWING: (A) THE HABITABILITY, MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE OF THE PROPERTY AND IMPROVEMENTS WHERE THE PROJECT SITE IS LOCATED AS NOW EXISTING OR AFTER COMPLETION OF THE WORK; (B) THE MANNER OR QUALITY OF THE WORK AND THE CONSTRUCTION OF ANY IMPROVEMENTS TO THE PROPERTY BEING IN A GOOD AND WORKMANLIKE MANNER OR OTHERWISE.



# PERMA PIER FOUNDATION REPAIR

## 6. DISPUTE RESOLUTION

- a. Mediation: Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If the parties do not resolve a dispute through mediation, the method of binding dispute resolution shall be arbitration. The parties shall share the mediator's fee equally. The mediation shall be held in Dallas, Texas.
- b. Arbitration: In the event mediation is not successful, all claims or disputes or other matters in question that are not resolved within ten (10) days following mediation of such claim, dispute or other matter in question shall be submitted to arbitration pursuant to the Construction Industry Rules of the American Arbitration Association; provided, however, that the arbitration hearing shall take place on a fast-track basis, not more than ninety (90) days following delivery by either party of written demand for arbitration to the American Arbitration Association. The arbitration shall be heard and determined by a single neutral arbitrator to be mutually selected and appointed by the disputing parties within 14 days of the date any party makes a written demand for arbitration. If the parties cannot mutually select and agree on an arbitrator a neutral third party such as the local office of the AAA or a local court shall be utilized to select and appoint an arbitrator. The seat of the arbitration and the place of issuance of the final award shall be Dallas, Dallas County, Texas.
- c. WAIVER OF JURY TRIAL: TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE OWNER AND CONTRACTOR EACH IRREVOCABLY WAIVES ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING, OR COUNTERCLAIM (WHETHER BASED ON CONTRACT, TORT, OR OTHERWISE) ARISING OUT OF OR RELATING TO ANY OF THE PROVISIONS OF THIS AGREEMENT OR ANY DOCUMENT DELIVERED IN CONNECTION WITH THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED THEREBY, WHETHER NOW EXISTING OR ARISING HEREAFTER. THE OWNER AND CONTRACTOR EACH AGREES AND CONSENTS THAT EITHER PARTY MAY FILE AN ORIGINAL COUNTERPART OR COPY OF THIS AGREEMENT WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENT OF THE PARTIES TO THE WAIVER OF THEIR RIGHT TO TRIAL BY JURY.

## 7. NOTICES

Direct notices and/or payments to: Perma-Pier Foundation Repair of Texas, 1121 Fountain Parkway, Grand Prairie, TX 75050. All returned/NSF checks (physical or electronic) will result in a \$35 processing fee. All past due balances are subject to a 3% late fee. Jobs canceled within seven days prior to the start date will be charged \$250 plus the cost of permit and engineering.

## 8. WAIVER OF CONSEQUENTIAL DAMAGES

You and Contractor waive consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages arising out of or related to this agreement, including but not limited to the termination of this Agreement by either the Owner or Contractor.

## 9. LIMITATION OF LIABILITY

In recognition of the relative risks, rewards, and benefits of related to the services provided by the Contractor to you, the risks have been allocated such that you agree that, in no event and to the fullest extent permitted by law, the Contractor's total liability to you for any and all injuries, claims, losses, expenses, damages, or claim expenses arising out of the services provided by Contractor to you from any cause or causes, whether arising out of contract, tort, negligence, warranty, strict liability or any other legal or equitable theory, shall not exceed the amount actually paid by you to the Contractor for the Contractor's services. The Contractor shall not be responsible for the acts or omissions of you or your other consultants, independent contractors, agents, or employees.

## 10. RIGHT TO STOP WORK

Notwithstanding anything contained herein to the contrary, in the event you fail to abide by any provision in these Terms and Conditions or fail to make any payments in accordance with your agreement with Contractor, Contractor has the right to immediately cease work until such issues are remedied or, in Contractor's sole discretion, terminate any and all agreements with you.



# PERMA PIER FOUNDATION REPAIR

## IMPORTANT DISCLOSURES

Perma-Pier has successfully completed over 25,000 jobs and it is our commitment to be transparent and ensure customer satisfaction on every foundation repair project. Here are a few notable points:

### **WHAT TO EXPECT AFTER YOUR FOUNDATION REPAIR**

Absolute leveling of your structure is not to be anticipated. Perfection is not attainable by remedial measures such as the services provided hereunder. When a foundation is lifted, stabilized, or moved, it is impossible to say exactly where additional issues may occur. This may result in (a) the formation of new cosmetic cracks or an increase of the length and width of existing cracks, (b) damage to waterlines or electric lines, (c) a failure for doors, windows, or cabinets to open or close, etc. Proper soil moisture should be maintained. Future changes in the soil moisture beneath this structure either from natural or man-made events, soil movement, site drainage, plumbing leaks, or other items may cause foundation movements, thus affecting the foundation's performance. Because the structure has endured foundation movement and framing distress, residual differential elevation and perceptible floor slope or some leaning door frames/windows or other reoccurring damages and noticeable issues may remain following the foundation repairs. Most cracks are normal for a structure in Texas as are interior doors moving slightly and sticking because of humidity changes or minor movement in the framing system. Periodic repair of this type should be considered a normal item (cosmetic) and not a structural failure.

Due to the mechanical nature of a foundation repair, unpredictable damage may happen to peripheral items, which are the homeowner's sole responsibility. For instance, exterior or interior brick may show new stress and crack; doors, windows, or attached exterior gates may fit differently; ductwork and stiffer flooring materials may not flex when the foundation moves and may crack or separate; interior cosmetic cracks may or may not be remedied and new cracks may occur.

You may hear creaking as the foundation settles into its new position. If doors and windows were square to the foundation when it was not level, they may not fit the same after we adjust the foundation. We do not reset doors or guarantee that they will be aligned after a lift. Also, the natural expansion and contraction of wood can periodically cause doors to stick. You may wish to hire a carpenter to rehang or shave the doors if you would like them to be square. Also, when we dig to install piers, it will loosen the dirt. We will attempt to back fill and repack soil after the lift, but sink holes may still develop. This should not harm the foundation.

*Please keep in mind that your house has been slowly settling over a period of years, and we adjust it in a matter of hours.* Concrete can bend if pressure is applied slowly over a long time period. Concrete will often develop a "stress memory" over the years that won't allow a slab to return to its original shape. It is possible all the components of your home will move equally, and no damage will occur. However, it is also possible that sheetrock, brick, and other finishes and fixtures may show some new stress during and after a foundation repair as they adjust to their new levels.

After your foundation is lifted or stabilized, we encourage you to patch all exterior surfaces right away to prevent insect, water, and air penetrations (Perma-Pier does not repair grout work.) For other repairs, we typically recommend you wait 60-180 days after we complete the foundation work before beginning any repairs on your home (including sheet rock repair, cracks in walls, interior brickwork, windows, doors, room additions, remodeling, paint, flooring, etc.) It will take at least this long for interior materials to relax into the new positions created by foundation movement. If interior pier work was done, we recommend you wait 72 hours before replacing any type of flooring (carpet, tile, wood, laminate, etc.) on top of the concrete patch. To assure a smooth surface, please keep people and pets from walking on the affected area; we do not cover post-installation damage.

We will remove or cut back plants if necessary for our services. **WE DO NOT GUARANTEE PLANT REPLACEMENT, ALIGNMENT, OR SURVIVAL AFTER REMOVAL.** Before foundation work starts, plan on removing the plants and shrubs that are in the work area. If your plants are well established or are significant to you, we strongly recommend you have them removed and replanted by a lawn & garden professional to help them survive. Grass and smaller plants may not survive the traffic associated with the remedial construction activity of a foundation repair.

If your foundation has heaved or settled, your plumbing may already have been affected. The normal process of stabilizing your foundation can place additional stress on your plumbing. As the foundation is raised, the plumbing remains firmly embedded in the ground and pipes can be compromised when your house is lifted back towards its original position. This means your plumbing system may require repairs. Because plumbing runs underground and through the foundation, no foundation repair company can be responsible for the cost of these repairs should they be required. Perma-Pier has partnered with Black Tie Plumbing who specializes in foundation repair plumbing issues. You may also use any other State of Texas board-approved master plumber in the event that repairs are needed.



# PERMA PIER FOUNDATION REPAIR

## CUSTOMER RESPONSIBILITY PROVISIONS

Be aware that foundation work may lead to other items needing repair (including cabinets, sheetrock, plumbing lines, door jams, windows, and electrical lines) which are your sole responsibility.

- ☐ During the provision of Contractor's services, the property will be an active worksite. You will need to take special care to observe open holes in the ground and trip hazards.
- ☐ Please clear the areas where work is to be performed to allow good access and to avoid damage to personal items. Someone needs to be home at the time of the lift as we need inside access to verify readings and for final walk-through.
- ☐ This bid *does not* include any cosmetic repairs, painting, caulking, mortar repair, door or window adjustments, etc. Doors and windows may fit differently after the repair than they did before the foundation was re-positioned.
- ☐ Lifting *and/or* Stabilizing may cause stress to sheetrock and new cosmetic cracks will likely occur during & after work. Wallpaper, plaster, sheetrock, flooring, roofing, wiring, or other items may warp, separate, wrinkle, crack, or break.
- ☐ Countertops, cabinets, doors & windows that were level before the foundation repair may need to be re-leveled.
- ☐ Stiffer flooring material and tiles are vulnerable to cracking or separation during a foundation repair.
- ☐ There is the potential for damage to unmarked underground water pipes, sprinklers, gas pipes, cable, *and/or* electrical wiring. Seasonal foundation movement is to be expected in Texas and cosmetic cracks may appear from time to time.
- ☐ Exterior/Interior brick and mortar cracks & expansion joints may or may not completely close and new cracks may appear. If subflooring is to be removed or replaced, you are responsible for removing all items sitting on the floor.
- ☐ Underground plumbing may be affected and require repair after foundation lifting, mudjacking, *and/or* stabilization. Plumbing leaks that occur before, during, or after any foundation work are *not covered* under this contract.
- ☐ You must remove furniture, carpet, flooring, and/or decking if we must go through it to make repairs. Carpet, flooring, or decking may have to be pulled back or removed, but we do not replace, repair, or reinstall it.
- ☐ There will be a large amount of dust when making concrete breakouts and you are responsible for house cleaning. With Pier & Beam work, we cannot guarantee that all issues are discovered due to the lack of visibility *and/or* access. There is the potential for some damage to ducting in crawlspaces.
- ☐ Jobs canceled within seven days prior to the start date will be charged \$250, plus the cost of any associated permits and engineering reports. Plants, bushes, trees, vegetation, etc. that we must cut back and/or move out of the way will be distressed and will probably not survive. Please contact a landscaper or gardener to have them professionally moved before foundation work begins. Perma-Pier does not reimburse or replace plants that wither, shrivel, die, or are destroyed because of foundation repair and related activities such as moving plants, digging, equipment, foot traffic, etc.



1121 Fountain Parkway,  
Grand Prairie, TX 75050  
(214) 637-1444

## PLUMBING TEST ADDENDUM

A Post-Repair Plumbing Test on both the fresh water and sewer systems is required on ALL Pier/Piling Related Jobs. When a plumbing test is included in the contract, we will arrange for Black Tie Plumbing to perform a post-foundation repair plumbing test for the property once all completed job paperwork is received. This testing consists of a **Domestic Water Pressure Test** along with a **Sewer Hydrostatic Test** at slab level. A passing plumbing test assures both you and Perma-Pier Foundation Repair that there is no leaking water under the foundation that could add moisture to the soils supporting the foundation which can compromise your foundation.

In our experience, some structures that need or have done foundation repairs can also have an existing, or may develop, a plumbing leak. A pre-existing plumbing leak can actually be the reason foundation problems occurred in the first place. Plumbing pipes run under and through the foundation. Movement of the supporting soils makes foundation repairs necessary and may cause pipes to become compromised. These leaks typically lead to unequal moisture in the soils supporting the structure and can undermine your foundation. Swelling of the soil caused by too much moisture due to unaddressed plumbing leaks could potentially void any company's warranty.

***\*Please note that your foundation work is warranted, and a recent (within the past thirty (30) days) passing plumbing test is required for future work done under warranty or to transfer the warranty in case the property is sold.***

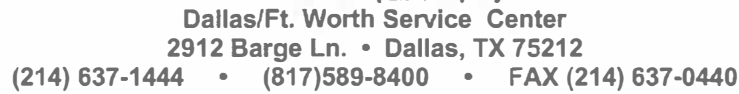
In order to perform the post-repair domestic water pressure test, we will need access to a hose faucet utilizing the supplied city pressure. The sewer hydrostatic test is performed by using the cleanout. If a cleanout is not easily found, you may have one but it may be hidden by mulch, groundcover, dirt, gravel, etc. and Black Tie Plumbing can try to locate it, if you wish, for \$150.00. If a cleanout does not exist, or if the cleanout is not directed toward the house, installation of a dual-directional (two-way) cleanout is recommended and can be installed by Black Tie Plumbing for approximately \$950 - \$1,150, depending on the depth of the main line. If there are any obstructions, (roots, trees, concrete, gravel, etc.) or if the main sewer pipe is unusually deep, additional charges may apply.

In the event that the plumbing test fails, Black Tie Plumbing may be hired to perform a leak locate and subsequent repair(s). Because plumbing runs underground and through the foundation, no foundation repair company can be responsible for the cost of these repairs should they be required. It is your financial responsibility to repair plumbing leaks.

Should the dual-directional cleanout require locating and/or installing, or if plumbing repairs are needed, we recommend you use our partner company, Black Tie Plumbing, for this because foundation plumbing is their specialty. You may also use any State of Texas board-approved Master Plumber to either locate and/or install a dual-directional cleanout, perform repairs, or to perform post-repair plumbing tests. If you elect to use a licensed plumber other than Black Tie Plumbing for any repairs, please have them also perform the appropriate test(s) after repairs. Black Tie Plumbing will not certify another plumber's repairs. PermaPier will need a copy of the passing plumbing test once it's completed to maintain your warranty. Please note that if additional plumbing repairs are made, all inspections, permits, and codes are to be followed in accordance with state and local statutes.

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William B. Bywaters III, RMP, M-36531  
Texas State Board of Plumbing Examiners  
Mailing: P.O. Box 4200 Austin, Texas 78765  
Physical: 929 East 41st St., Austin, TX 78751 Phone:  
(512) 936-5200



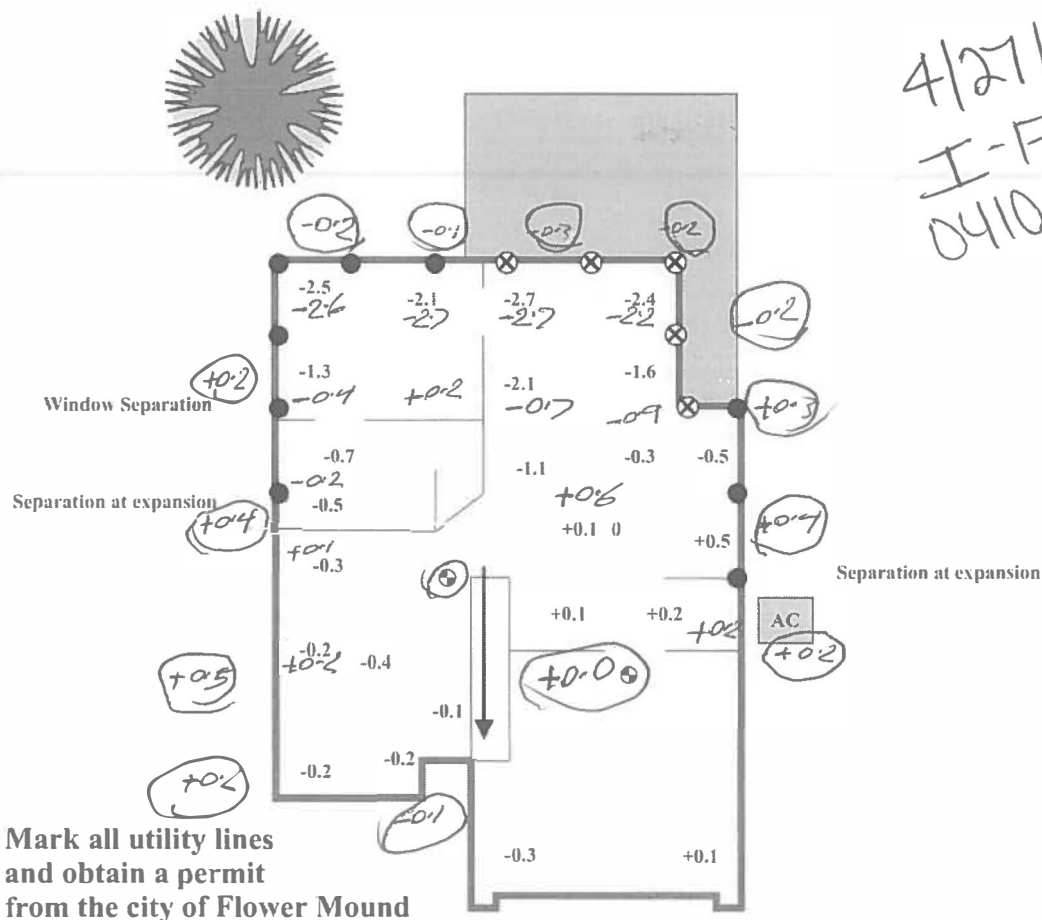
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Siding:

E-mail

Assessor

 Surface Water Flow  
 Concrete Pad  
 Swales  
 Reference Point  
 Sump Pump



Date 04/27/2010

Customer MIKE-CASTALDO

Address 2913 CEDAR PASS

|    | Cylinder | PSI  | P.Depth |
|----|----------|------|---------|
| 1  | 13       | 1000 | 11      |
| 2  | 14       | 9500 | 12      |
| 3  | 14       | 9500 | 12      |
| 4  | 9        | 9500 | 7       |
| 5  | 13       |      | 11      |
| 6  | 13       |      | 11      |
| 7  | 14       |      | 12      |
| 8  | 14       |      | 12      |
| 9  | 12       |      | 10      |
| 10 | 14       |      | 12      |
| 11 | 13       |      | 11      |
| 12 | 11       |      | 9       |
| 13 | 13       |      | 11      |
| 14 | 15       |      | 13      |
| 15 |          |      |         |
| 16 |          |      |         |
| 17 |          |      |         |
| 18 |          |      |         |
| 19 |          |      |         |
| 20 |          |      |         |
| 21 |          |      |         |
| 22 |          |      |         |
| 23 |          |      |         |
| 24 |          |      |         |
| 25 |          |      |         |

Crew Chief JOSE MEIGAR

## **PARKER PLUMBING 866.PLUMBER**

P O Box 550394 Cell 469-878-8061  
Dallas, TX 75355 Fax 214-260-4926

Attn: Perma-Pier Foundation Repair  
Property Contact:  
2913 Cedar Pass Ct.  
Flower Mound, TX

April 28, 2010

### **Pressure Test Sanitary & Domestic**

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#### **(Post-Test)**

At the request of Perma-Pier Foundation Repair, Inc we made an inspection of the sanitary and domestic systems. The test consisted of a hydrostatic test of the domestic water system and a static test of the sanitary sewer system. The test results are listed below.

#### **Test Results:**

1. Hydrostatic pressure test of domestic water system indicates: **Passed**
2. Static pressure test of sanitary sewer system indicates: **Passed**

M-37782

Texas State Board of Plumbing Examiners, 929 East 41<sup>st</sup>, Austin, TX 78751 (512)456-2145