



PO Box 598, Mexico, MO 888-581-3168 Fax: 573-642-3454

820 Colgate, Columbia Mo. 65203

Proposal # Pa9712

This agreement made and entered into on 9/7/12, by and between Advanced Foundation Repair LLC, hereinafter referred to as the Contractor, and, [REDACTED] of Columbia, Mo, hereinafter referred to as Owner;

THE CONTRACTOR AND THE OWNER AGREE TO THE FOLLOWING TERMS AND CONDITIONS

1. THE CONTRACTOR SHALL BE RESPONSIBLE FOR:

- a. The labor, materials, equipment, tools, and machinery necessary for the completion of the work set out in this agreement.

Materials/Services:

4- (Maintenance Free) Wall anchors to stabilize

b. Contractor Scope Of Work

CONTRACTOR to have all utilities located by Missouri One-Call Systems prior to the scheduled start date.

CONTRACTOR to remove exterior plantings along the general work area. Care will be taken however we will in no way be responsible for their condition.

CONTRACTOR will install the wall anchors to stabilize the foundation wall.

CONTRACTOR will urethane repair foundation wall cracks.

CONTRACTOR to remove and dispose of any and all remaining materials and/or debris.

CONTRACTOR to seed and straw the general work area.

2. THE OWNER SHALL BE RESPONSIBLE FOR:

a. Providing the Contractor access to the work area in preparation and progress of the work wherever located.

b. Unless otherwise set out in Paragraph 1 above the Owner is responsible for moving objects away from walls and outside areas where work is to be performed and in any area affected by the Contract Work and in replacing them to include but not limited to wall coverings, decks, shrubs and exterior plantings, AC units, and TV Antenna and poles or towers.

c. Some dust, debris and dirt should be expected from the work, therefore, Owner is responsible for covering or protecting all items to include but not limited to furnishings and heating and ventilation systems from dust.

d. After the work is complete the Owner is responsible for maintaining proper grading, landscaping, gutters and down spouts to allow for proper drainage away from the foundation.

The warranty of the work is void if these conditions are not met.

3. THE OWNER SHALL PAY THE CONTRACTOR THE CONTRACT AMOUNT OF:

Three Thousand Four Hundred Dollars (\$ 3,400)

for the specified contract work. This price is good for fourteen (14) days from the date of the contract.

a. Payments shall be as follows:

Deposit at signing of contract \$ 680

Payment at commencement of work: \$ N/A

Final payment on date of completion: \$ 2,720

Deposit at signing of contract is non-refundable. Final Payment is to be made to the Job Foreman or such other person as designated by the Contractor upon completion. Completion is defined when work is substantially completed. Owner agrees that in the event of a default under the terms of this Contract, Owner shall pay Contractor all reasonable attorney fees and court costs incurred by the Contractor in enforcement of the Contract. If owner does not pay when due, an interest of 1.5% per month shall be applied to the unpaid amount to include any unpaid interest, attorney fees or court costs.

4. THE CONTRACTOR IS NOT RESPONSIBLE FOR:

a. any damage or replacement to tile, carpet, wall coverings of any kind, appliances, air conditioners, exterior plants or shrubs which may require removal.

b. any hidden utility lines to include sewer, water, electric, phone, cable, satellite, gas/propane, ground source heat, lawn sprinkler systems, marked or otherwise.

c. any cracks that may develop in exterior brick veneer, concrete foundation walls, concrete floors or interior wall coverings during or after the work.

d. the following work which was recommended by the Contractor but the Owner has chosen not to contract the work: none at this time.

5. Any alteration or deviation from the Contracted Work outlined in this agreement which would cause an increase in cost shall be performed by the Contractor only after the Owner and Contractor have agreed in writing to the additional scope of work and the cost for the additional work above and beyond the Contract Amount to be paid by the Owner. Such agreement shall be in writing, signed by the Owner and Contractor and dated.

6. The proposed Contract Amount is based on the Contractor's reasonable expectation that the soil conditions, prior construction methods, concrete thickness, and other conditions of the work area are standard for the location of the work to be done, therefore, in the event the Contractor encounters unexpected soil conditions, unusual or substandard prior construction methods of the Owner's Home, or uncovers latent conditions which differ from those represented by the Owner or simply not expected by the Contractor, there shall be additional costs above and beyond the Contract Amount. These additional costs shall be presented to the Owner in the form of a Change Order outlining an explanation for the additional costs. At no time shall the Contractor be liable for any incidental, special or consequential damages regardless of whether the claim is based on warranty, contract, tort or otherwise, the Owner's only remedy is correction of the defect or workmanship.

7. The Contractor may terminate this contract: a. AT ANYTIME PRIOR TO COMMENCING THE CONTRACTED WORK. b. If the work is stopped for any reason for a period of 30 days through no act or fault of the Contractor, their agents, employees or any other person performing work for the Contractor. c. In the event the Owner does not make a payment as set out in this agreement. d. At anytime Contractor discovers that Owner does not have sufficient credit to allow for payment of the full Contract Amount.

8. The Owner and Contractor agree a. that the contract shall be governed by the laws of Missouri and any legal action shall be brought in Audrain County, Missouri. b. this agreement is binding on the partners, spouses, heirs, representatives, successors and assigns. c. that Contractor can employ subcontractors without the further consent of the Owner. d. that the agreement may be executed in

any number of counterparts, each of which shall be deemed an original instrument. e. this contract, drawings and diagrams associated with it and any change orders agreed to between the parties shall be the full contract between the parties. f. by signing this agreement the parties are agreeing to the terms and conditions set out in the Limited Warranty Statements and General Declarations provided to the Owner by the Contractor.

9. BY SIGNING THIS DOCUMENT, THE OWNER ACKNOWLEDGES THAT THEY HAVE READ AND UNDERSTOOD THE TERMS AND CONDITIONS CONTAINED IN THIS DOCUMENT AND THE PRICES, SPECIFICATIONS AND CONDITIONS ARE SATISFACTORY AND ARE HEREBY ACCEPTED EFFECTIVE ON THE DATE OF THEIR SIGNATURE. THEY ARE AUTHORIZING THE CONTRACTOR TO BEGIN THE WORK AS SPECIFIED. PAYMENT WILL BE MADE AS OUTLINED ABOVE.

NOTICE TO OWNER IN ACCORDANCE WITH STATE LAW
FAILURE OF THIS CONTRACTOR TO PAY THOSE PERSONS SUPPLYING MATERIAL OR SERVICES TO COMPLETE THIS CONTRACT CAN RESULT IN THE FILING OF A MECHANIC'S LIEN ON THE PROPERTY WHICH IS THE SUBJECT OF THIS CONTRACT PURSUANT TO CHAPTER 429, RSMO. TO AVOID THIS RESULT YOU MAY ASK THIS CONTRACTOR FOR "LIEN WAIVERS" FROM ALL PERSONS SUPPLYING MATERIAL OR SERVICES FOR THE WORK DESCRIBED IN THIS CONTRACT. FAILURE TO SECURE LIEN WAIVERS MAY RESULT IN YOUR PAYING FOR LABOR AND MATERIAL TWICE.

OWNER'S SIGNATURE OF ACCEPTANCE


By executing these contract documents, I give and grant to the other signatories and owners, individually or in any group as my attorney-in-fact the power to execute any Change Order or make decisions on my behalf in regards to the terms and conditions of this Contract and the work to be completed.

CONTRACTOR'S SIGNATURE OF ACCEPTANCE

CONTRACTOR'S ACCEPTANCE IS SUBJECT TO A 15 DAY SPECIFICATION AND PRICING REVIEW PERIOD FROM RECEIPT OF SIGNED CONTRACT.

Owner
X _____ Date: _____

Owner
X _____ Date: _____

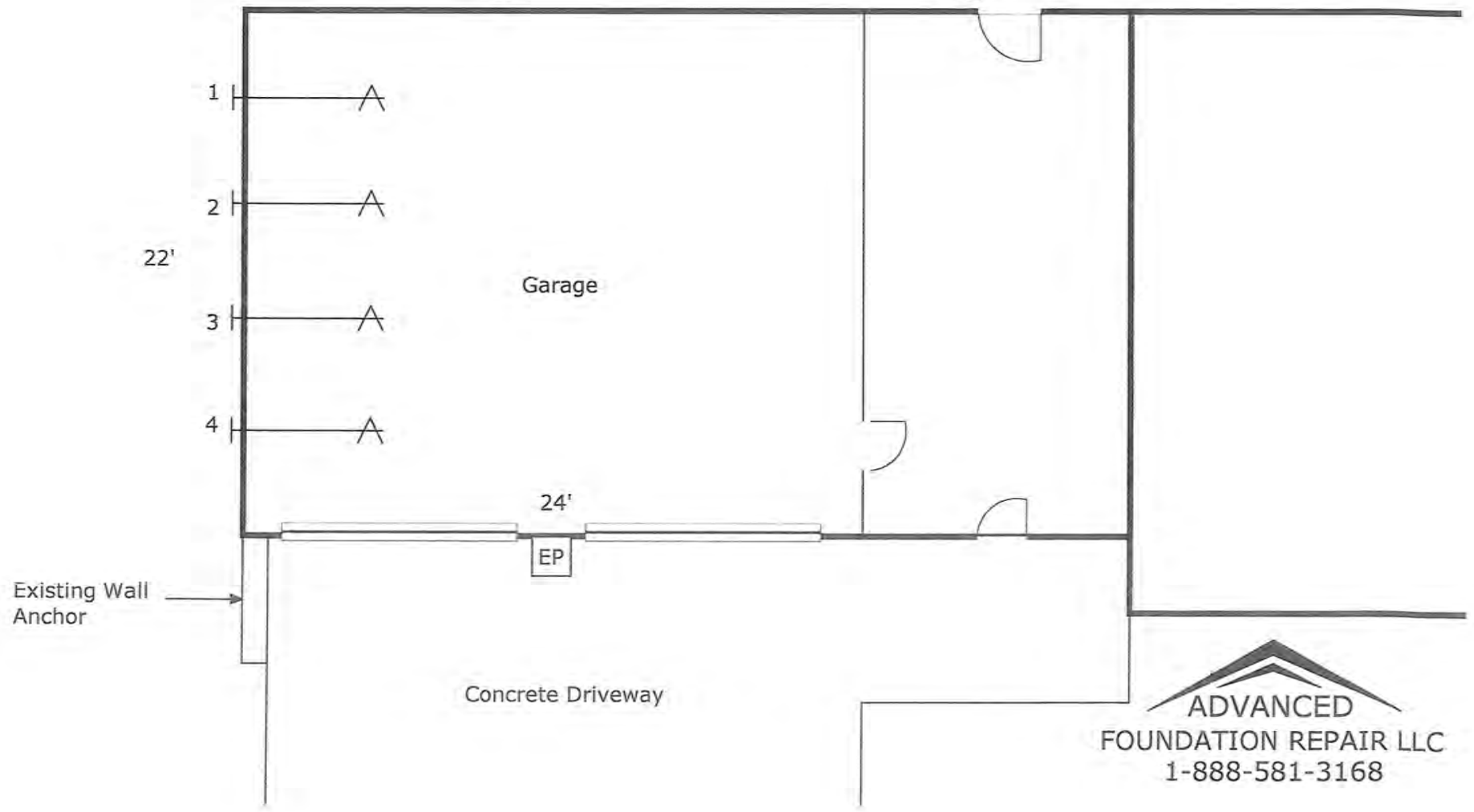
Contractor
X  _____ Date: 9-7-12

820 Colgate
Columbia Mo. 65203
Pa9712 9/7/12



—△— = (Maintenance Free)
Wall Anchors
□EP = Existing Pier

Existing Wall
Anchors and Piers



ADVANCED
FOUNDATION REPAIR LLC
1-888-581-3168

HELICAL ANCHOR SYSTEM

HDSB-15 Wall Anchor System

Engineered To Solve Bowed & Leaning Wall Problems

Look For The Signs....

- Horizontal Cracking
- Beam Pockets Pushing Out
- Interior Walls & Ceilings Moving
- Diagonal Cracking In Corners
- Wall Out of Plumb



Hydrostatic pressure can cause many structural issues on a building.

Landscaping, drainage, and soil conditions can create problems for your structure by exerting a large amount of pressure on your basement or crawl space walls.

Our engineered helical anchor system is the solution for bowed or leaning walls. The system is installed past the active failure zone of earth at a downward angle. Walls can be straightened and/or stabilized permanently.

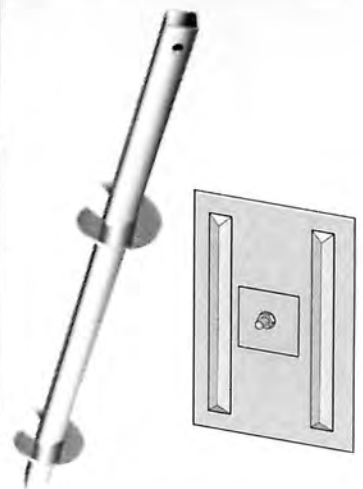
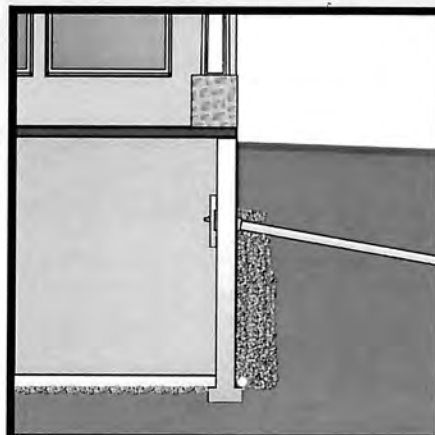
A hole is cored into the foundation wall allowing the helical anchor to be inserted into the soil. It is then hydraulically driven to an engineered torque. The wall plate is then tightened and locked permanently.

Job finished 10/5/2012

This system requires no annual tightening by the homeowner.

Proven Solutions

- Various configurations for different load requirements
- Can finish walls after installation
- No anchor maintenance required
- Can be installed under porches/decks
- Retain the value of your property
- Can be installed year-round



ADVANCED
FOUNDATION REPAIR LLC
"Focusing On Your Foundation"

PO Box 598
Mexico, MO 65265
888-581-3168

www.advancedfoundationmissouri.com



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STANDARD LIMITED WARRANTY

The work performed under this agreement is guaranteed against defects in materials and workmanship for the products installed by Advanced Foundation Repair, LLC. and is subject to the following limited warranty terms:

FOUNDATION PRODUCTS LIMITED WARRANTY FROM DATE OF INSTALLATION

Advanced Foundation Repair, LLC. will at no cost to the owner, correct defects in workmanship and materials that have occurred in order to stabilize the affected area. This Foundation Products Limited Warranty is limited as follows:

- Resistance Piers** - limited lifetime warranty of the structure against downward vertical movement of the structure limited to the area of the structure where the piercing products were installed.
- Light Duty Porch & Slab Piers** - limited lifetime warranty of the structure against downward vertical movement of the structure limited to the area of the structure where the piercing products were installed.
- Wall Anchors** - limited lifetime warranty of the structure against inward horizontal movement of the wall of the structure limited to the area of the structure where the anchor products were installed. A 5- year warranty is included against water leaking through the wall around the Wall Anchor and onto the basement floor when an approved drainage system is installed. Sump pumps for exterior drainage systems carry a standard 3- year manufacturer's warranty. Stabilize-only wall anchor installations are not warranted against water issues unless installed with other products such as Drain Main and VaporBright Wall treatments that can provide solutions for leaking anchors/wall cracks.
- Power Brace** - 5 years against inward horizontal movement of wall limited to the area of the wall where bracing products were installed.
- Carbon Fiber Strips** - 10 years against bowing of the wall limited to the area where products were installed. This product is not warranted against inward movement.

WARNING: *After the foundation work is complete, we recommend you wait six months to make repairs of sheetrock or other building materials so the structure can adjust to the work completed.*

WATERPROOFING SERVICES LIMITED WARRANTY FROM THE DATE OF FINAL INSTALLATION

Following installation in the event water from the walls or floor wall joint passes through the perimeter water control system and onto the basement floor, Advanced Foundation Repair, LLC. will at no cost to the owner provide labor and materials to repair the leak. This Waterproofing Services Warranty covers **Flat Track and Drain Main** and is further limited as follows:

- Flat Track and Drain Main** - limited lifetime warranty of the structure and is limited to the area where the product was installed and warrants against water passing through floor/wall joint and onto the basement floor. The water control system is warranted against rusting, rotting or corroding. **Water X-Tract** alone will not eliminate seepage from floor cracks, therefore, **floor cracks are only warranted against leakage when a full perimeter waterproofing system has been installed.**
- Injected Crack Repairs**- 5 years against leaking in the areas where the product was installed.
- Sump Pumps and Battery Backup Pumps** carry a 3- year manufacturer's warranty. In the event the sump pump fails within the manufacturer's warranty coverage period, Advanced Foundation Repair, LLC. will replace the

Owners initials of acceptance _____ Date: _____

3/2012

sump pump with the same or similar model. Sump pumps must be left accessible. If the owner of the structure installs anything over the lid of the sump pump this warranty is VOID.

- High Water Alarms** - 90- day manufacturer's warranty, if the system fails within the manufacturer's warranty coverage period Advanced Foundation Repair, LLC. will replace the system at no charge to the owner.
- VaporBright** - 25 year limited warranty against rips and tears in the product. In the event that a rip or tear does occur in the product, Advanced Foundation Repair, LLC. will not charge the owner a service call to make such repairs. VaporBright is not a mold mitigation system and is not warranted as such.
- Dri-Eaz Dehumidifier** - One year manufacturer's warranty on parts and labor and 6 years manufacturer's warranty on compressor and coils. If the system fails within the manufacturer's warranty coverage period, Advanced Foundation Repair LLC. will either repair or replace the system at no charge to the owner.

NOTICE OF LIMITATIONS OF WARRANTY AND LIABILITY

THIS IS THE ONLY WARRANTY GRANTED BY ADVANCED FOUNDATION REPAIR, LLC. upon final payment of all monies owed for the work performed. Any and all other representations which may have been made and which are not contained in this document are void including but not limited to Fitness for a Particular Purpose, Expressed or Implied.

This warranty does not cover, and Advanced Foundation Repair, LLC. is not responsible, for any defects or damages caused by abuse, modifications, improper or insufficient maintenance, improper operation, normal wear and tear from normal usage, Acts of God, such as but not limited to, earthquake, severe wind, fire, flood, change in water table, or any man made conditions.

This warranty does not cover any cleaning, flushing or other services required to maintain any drainage systems against clogging for any reason to include but not limited to iron ochre, iron gel, iron bacteria or freezing.

WARNING: This warranty is VOID in the event the owner does not properly maintain the grading, landscaping, gutters, and down spouts necessary to insure proper drainage away from the foundation and basement of the structure.

This warranty is not a guarantee of a dry basement and does not cover condensation, or any system that has been altered in anyway, water vapor transmission, concrete discoloration from capillary action, water squirting out of the walls over the system, window well flooding, plumbing leaks, surface water flooding, leaks from chimneys or garages, or efflorescence (white powder on concrete).

IN NO EVENT SHALL ADVANCED FOUNDATION REPAIR, LLC. BE RESPONSIBLE FOR WATER PUMPED AWAY FROM THE STRUCTURE, FROZEN DISCHARGE LINES WHICH WERE NOT INSTALLED WITH A DRAINAGE FILTER, CONDENSATION, FUEL TANKS AND LINES, OR CRACKS THAT MAY DEVELOP IN EXTERIOR BRICK VENEER, CONCRETE FOUNDATION WALLS, CONCETE FLOORS OR INTERIOR WALL COVERINGS DURING THE PIERING PROCESS.

LIABILITY TO THE OWNER FOR ANY AND ALL DAMAGES WHICH MAY BE OWED IN THE FUTURE ARE LIMITED TO DIRECT DAMAGES AND MAY NOT EXCEED THE ORIGINAL AMOUNT OF THE WORK COMPLETED BY ADVANCED FOUNDATION REPAIR, LLC. AND SHALL NOT INCLUDE DAMAGE TO FLOOR COVERINGS, FURNITURE, STORED ITEMS, FINISHED WALLS, AND OTHER OBJECTS INSIDE THE FOUNDATION.

IN NO EVENT SHALL ADVANCED FOUNDATION REPAIR, LLC. BE LIABLE TO THE OWNER FOR ANY INCIDENTAL, INDIRECT, SPECIAL, LOSS OF PROFITS OR CONSEQUENTIAL DAMAGES EVEN IF ADVANCED FOUNDATION REPAIR, LLC. HAS BEEN ADVISED BY THE OWNER OTHERWISE.

IN NO EVENT SHALL ADVANCED FOUNDATION REPAIR, LLC. BE LIABLE FOR DAMAGES CAUSED BY MOLD, TO INCLUDE BUT NOT LIMITED TO PROPERTY DAMAGE, PERSONAL INJURY, LOSS OF INCOME, EMOTIONAL DISTRESS, ADVERSE HEALTH EFFECTS, DEATH, LOSS OF USE AND LOSS OF VALUE OF THE STRUCTURE AND ANY OTHER EFFECT NOT LISTED HEREIN.

This limited warranty may be transferred one time to a future homeowner provided written notification is given to Advanced Foundation Repair, LLC within 45 days of the closing date of the transfer of the property.

Owners initials of acceptance _____ Date: _____

3/2012