



G.L. Hunt Foundation Repair of San Antonio
Remit Payments To:
4021 Benbrook Hwy
Fort Worth, TX 76116

Invoice 129896613
Invoice Date 2/10/2022
Completed Date
Customer PO

Physical Address:
13603 Topper Circle Ste. 1
San Antonio, TX 78233-4067

Billing Address
Megan Schreiber
5838 Winterhaven Drive
San Antonio, TX 78239 USA

Job Address
Megan Schreiber
5838 Winterhaven Drive
San Antonio, TX 78239 USA

Description of Work

15 Combination Piers

Task #	Description	Quantity
Combination Piers -SA	G.L. Hunt's Combination Pier System combines the durability of concrete pilings with the strength of steel pilings to achieve greater depth. The soil we remove from your home will contain rock and debris. If you would like topsoil on top instead please talk to the Project Manager.	15.00
Permit and Engineering-Slab - SA	G.L. Hunt will work with the local municipality to acquire a construction permit. This process involves engaging a Structural Engineer to review our plan of repair for certification and the pre-repair structural elevations. A site visit will be conducted upon completion of job.	1.00
CRS	Discount applied Per Chris	1.00
Lifetime Warranty	Please see warranty terms and conditions.	15.00

#	Description
SA Same Day	Thank you for joining the G.L. Hunt family! Enjoy this discount for scheduling your production the same day as the inspection!
7.5% Off	Can Not Be Combined with Yes Loan Program.

Paid On	Type	Memo	Amount
2/15/2022	Credit Card		\$9,000.00
			Sub-Total \$9,000.00
			Tax \$0.00
			Total Due \$9,000.00
			Payment \$9,000.00
			Balance Due \$0.00

We have an amazing Referral Program! Ask us how you can earn \$150 by referring your friends and family to us!

The Terms and Conditions, along with this contract, serve as the proof of warranty. Warranty is only active once we have received final payment and a passing plumbing test within 30 days of completing the project. Payment terms cannot be changed once the estimate is signed.

This Contract, including the terms and conditions on the following pages, is a binding obligation between G.L. Hunt Company, Inc. and the above-identified customer(s) for completion of the repairs described herein at the Property by G.L. Hunt Co Inc., in exchange for payment of the contract price listed herein by Customer, subject to adjustments as change orders may be needed, and is effective upon execution by the Customer. The Contract Price shall expire if not accepted within thirty (30) days. Free post plumbing test is included as long as you have dual cleanouts and will be performed by a G.L. Hunt preferred vendor. The free test does not include the installation or location of cleanouts or repairs. G.L. Hunt is not responsible for moving furniture, replacing flooring, or Texas811. If Enerbank Financing is used a 10% deposit will be taken. If financing through PAC or IHF then the deposit will be due 7 days prior to the job start date. If paying by check then you understand and authorize G.L. Hunt Co Inc. to convert the check to an electronic debit. Funds may withdraw from your account as soon as the same day. Electronic debit means you will not receive your check back from your financial institution. Discounts can not exceed 5% if using the Yes Loan for financing.

This contract and the attached general conditions serve as your warranty. Warranty is not active until payment in full is received and post plumbing test is passing. Post plumbing test and engineer report will be ordered once final payment has been received if sold on contract. The homeowner has three days from the date of this contract to rescind without penalty. If a customer cancels 48 hours prior to the job beginning the customer is responsible for cancellation fees of 10% or fees already incurred by G.L. Hunt (whichever is greater). There are inherent risks during foundation repair and G.L. Hunt is not responsible for collateral damage, please see warranty terms. By signing this document Megan Schreiber is affirming they have read and understood the Terms and Conditions acknowledging that all payment for services performed by G.L. Hunt Foundation Repair will be paid in full upon completion of the lift. Any amount remaining unpaid after thirty days from the completion date is charged a 1.5% late fee per month and could be subject to additional fees per the terms and conditions.

IMPORTANT NOTICE: You and G.L. Hunt Co Inc. are responsible for meeting the terms and conditions of this contract. If you sign this contract and fail to meet its terms and conditions, a lien could be filed on your home. **KNOW YOUR RIGHTS AND DUTIES UNDER THE LAW**

Unless G.L. Hunt Co Inc.'s Work is necessary to complete immediate repairs to conditions at the Property that materially affect the health or safety of a person residing therein or unless Customer requests G.L. Hunt Co Inc. to immediately begin its Work, Customer may cancel this transaction at any time prior to midnight of the third day after the date of this transaction without penalty. After the third day customer understands the cancellation fee is 10% of the price of the contract to cover any fees incurred. This contract is subject to Chapter 27 of the TEXAS PROPERTY CODE. The provisions of that chapter may affect your right to recover damages arising from the performance of this contract. If you have a complaint concerning a construction defect arising from the performance of this contract and the defect has not been corrected through normal warranty service, you must provide a notice regarding the defect to your contractor by certified mail, return receipt requested, not later than the 60th day before the date you file suit to recover damages in a court of law. The notice must refer to Chapter 27 of the TEXAS PROPERTY CODE and must describe the construction defect. If requested by your Contractor, you must provide your contractor an opportunity to inspect and cure the defect as provided by Section 27.004 et seq. of the TEXAS PROPERTY CODE.

1. **DISCOVERY CLAUSES** -- Existing Piers -- Discovery of existing builder piers, or steel bracket piers, will incur an additional charge per a change order at \$150 per pier to disable. -Non-Steel Reinforced Grade Beams -- If we are performing repairs on a home without reinforced grade beams, work will cease until a change order is agreed upon. -Shallow Water Table -- If we discover that there is an unusually shallow water table which prohibits our work or changes our work then, work will cease until a change order is agreed upon. -Deep Grade Beam - If your grade beam is deeper than 30" then there is a \$75 per foot per hole fee assessed and additional time may be needed to complete the job. -Tunneling Depth -- Standard tunnels are 3'x3'. If a tunnel depth increase is needed due to beam depth, then an additional charge of \$80 per foot in depth will be charged per foot we excavate. -The steel pier pricing is for up to 30 feet in depth. Piers that go deeper than 30 feet will be charged \$11 per foot. -This Contract contains the entire agreement of the parties with respect to the subject matter of the Contract. The contract supersedes any prior agreements, understandings, or negotiations, whether written or oral. This Contract can only be amended through a written document formally executed by all parties.
2. **EXCLUSIONS** - Customer agrees and understands that G.L. Hunt Co Inc.'s work will involve moving the foundation to improve the construction on the Property. There are inherent risks and consequences of raising a foundation that can result in all types of damage caused by a shifting foundation, which cannot be avoided, and include without limitation cracked or broken pipes and wires, cracked walls or ceilings, cracked flooring, windows and doors that do not open or close properly, cracked drywall, or exterior cracks. If these conditions existed prior to G.L. Hunt Co Inc.'s Work, then they may be resolved, but they may be exacerbated or occur in other locations. Customer waives and releases G.L. Hunt Co Inc. for any all of the foregoing damage that results from G.L. Hunt Co Inc.'s performance of the work. G.L. Hunt Co Inc.'s goal is to return the foundation as near its original horizontal position as possible but reserves the right to stop raising the foundation when in G.L. Hunt Co Inc.'s sole opinion, further raising will cause irreparable damage to the foundation or structure. G.L. Hunt Co Inc. is not responsible or liable for any preexisting, hidden, and/or concealed conditions existing at the Property whether subsurface or above ground. In this regard, G.L. Hunt Co Inc. reserves the right to alter the placement of piers or any other portion of its Work necessary because of any previously existing condition at the Property, such as underground pipes or wires that may change the placement of piers. Customer agrees that G.L. Hunt Co Inc. is not responsible or liable for repairs or replacement of any damage caused by the performance of G.L. Hunt Co Inc.'s Work, whether it is exposed, concealed, or buried, to the foundation, to the structure (including but not limited to cosmetic damage, plumbing, floor, electrical wiring, other portions of the structure and its system, furniture, fixtures, furnishings (including but not limited to artwork, photographs, sculptures, interior light fixtures, and/or chandeliers), landscaping, irrigation, vegetation, wood or other decks, spas, or personal property. Please remove all items from the walls in the area to be lifted. Please remove exterior ground or hanging lighting from the work area before the work starts. G.L. Hunt Co Inc. will replant the existing shrubbery where it performs its Work, does not guarantee, or warrant their survival. Customer is advised to consult a landscaper to remove established plantings or shrubs prior to foundation work. Owner shall supply G.L. Hunt Co Inc. with water and electricity and at owner's expense. Company must always have access to the breaker box and must enter the property at the time it is leveled.
3. **CHANGES/MODIFICATIONS** - Any changes or additions to G.L. Hunt Co Inc.'s scope of Work, whether orally or in writing, which involve extra costs, will become an extra charge to the Contract Price. In such case, G.L. Hunt Co Inc. may submit a proposed change order to Customer, detailing the estimated cost to perform the Changed Work. If G.L. Hunt Co Inc. submits a proposed change order, then Customer agrees to promptly review and accept or deny the Change Order, which may be accepted verbally, by executing the change order, or electronically by email, text, or other electronic messaging system. Any schedule for G.L. Hunt Co Inc.'s work shall be extended for any delays incurred because of the Customer's delay in reviewing a change order, as well as for the time taken to complete the changed work. If G.L. Hunt Co Inc. chooses to perform Changed Work upon a request by Customer without obtaining a signed, written change order, then, any schedule shall be automatically extended to cover the additional time needed to complete the Changed Work and Customer agrees to remit payment of the additional costs incurred by G.L. Hunt Co Inc. in performing the changed work.
4. **SCHEDULE** - G.L. Hunt Co Inc. may start the work at any time on the date agreed upon and Customer agrees to provide access to the Property on the interior for evaluation and completion of G.L. Hunt Co Inc.'s work. If customer does not want our crew working after dark, they must notify G.L. Hunt prior to work beginning. In the event Customer fails to allow access to the Property in accordance with the foregoing terms, then G.L. Hunt Co Inc. shall be entitled to an extension to any schedule for the work and entitled to a fee of **\$250.00** for each time its workers go to the Property and are denied access. Any representations for the dates for performance of the Work are estimates and are made in good faith but are not guaranteed. G.L. Hunt Co Inc. shall be not responsible for any delays caused by Customer, other residents in the Property, other contractors retained by Customer, or hidden/defective conditions at the Property and shall have any schedule extended by any delays suffered as a result thereof.
5. **PAYMENT** - Payment shall be made by Payment Plan, Pay at Close, Credit Card, Check, or Cashier's Check made payable only to G.L.

Hunt Co Inc. in accordance with the payment provision on page 1 of this Contract. If Customer fail(s) to remit payment upon completion of the lift, then G.L. Hunt Co Inc. shall be entitled to interest on the overdue balance accruing at the rate of one-and-one-half percent (1.5%) per month beginning thirty days after G.L. Hunt Co Inc. completes the lift, or at the highest rate of interest permitted by law, whichever is less.

6. **WARRANTY**-The Lifetime Warranty work only applies to the pressed pilings (concrete, combination, or steel). 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 or 1/4" in horizontal span. This warranty only applies to the work performed by contractor described as Lifetime Warranty work under the terms, provisions, and conditions of this contract, otherwise specifically noted in the "Warranty" section of the contract. All warranties granted herein are expressly conditioned upon the receipt of full payment of the contract price, plus any adjustments thereto. Excluded from this warranty is covered under the Exclusions section of this warranty. Plumbing leaks are a primary cause of foundation issues and therefore, it is a condition precedent to G.L. Hunt Co Inc.'s obligation to perform any warranty work or inspection for Customer to have obtained a passing plumbing test within the last ninety days by a licensed plumber which shows that there are no leaks affecting the foundation. The two tests are domestic water pressure test and a sewer hydrostatic test. If the plumbing test fails, the next step is to order a leak locate. Once you have these results, please send them to info@glhunt.com. G.L. Hunt shall not be liable for any incidental or consequential damages resulting from any defect covered by this warranty, and in no event shall G.L. Hunt Co Inc's liability to the customer exceed the cost of correcting or replacing the defective work. Customer agrees to provide G.L. Hunt Co Inc. first option to repair any item covered by its warranty. This warranty is voidable if any repairs or modifications to its work are performed or attempted by someone other than G.L. Hunt Co Inc. The scope of work covered by this warranty does not guarantee no work will be needed in the future.

THIS WARRANTY SHALL BE NULL AND VOID IF: --Proof of passing plumbing test by a licensed plumber is not received within 30 days of completion of foundation repair. Location and/or installation of cleanouts is not included and may be required to perform plumbing test. --Full payment is not received within 30 days of completion of work as specified, unless otherwise agreed to in writing on the contract. --Additional story is added to the structure, or changes of a similar scope are made without prior written approval of contractor, when such changes would affect loads on the foundation. --The structure is sited on a fault or is affected by an earthquake. --Underground facilities or swimming pools are installed within a horizontal distance from the foundation equal to or less than the depth. --The foundation is undermined (i.e., soil slumping, eroding, plumbing leaks, creek beds, excavations, etc.) --The natural eroding of the existing structure. --Any accidental or intentional damage, fire, flood, windstorm, tornado, or other acts of God and nature. --Structure is not reasonably maintained (i.e., proper or controlled water, gutters, drainage, watering system). --The foundation is repaired in any way by another construction company. i.e., addition of new piers, adjusting existing piers, etc. --Structure has foundation repair performed by another foundation repair company after G.L. Hunt has completed work.

7. **FORCE MAJEURE**-G.L. Hunt Co Inc. shall not be responsible or liable for any failures with respect to its performance under this Contract that are caused by any Acts of God or other cause outside of its control, including, but not limited to: epidemics, landslides, lightning, earthquakes, fires, hurricanes, storms, rain, floods, droughts; strikes, lockouts, material shortages, industrial disturbances, acts of public enemies or terrorists, orders of any kind of governmental authority, insurrections, riots, arrests, restraints of government and people, civil disturbances, explosions; breakage or accidents to machinery, pipelines, pumps, canals, or other facilities, or the partial or entire failure of necessary utilities.
8. **DISPUTE RESOLUTION**-For any claim or dispute arising out of or related to this Contract, the parties shall attend mediation before a mutually agreeable mediator in the County of the home repaired, prior to the filing of any arbitration or litigation. If mediation is unsuccessful, then G.L. Hunt Co Inc. has the sole right and option to have any dispute or claim arising out of, or relating to, this Contract determined by arbitration before a single arbitrator, mutually selected by the parties. The venue of such proceeding shall be exclusively in Tarrant County, Texas. Any award rendered may be entered in any court having jurisdiction thereof. IF G.L. Hunt Co Inc. DOES NOT ELECT TO SUBMIT A DISPUTE TO ARBITRATION, THEN CUSTOMER WAIVES ITS RIGHT TO A JURY TRIAL AND CONSENTS TO A BENCH TRIAL BEFORE A COURT OF COMPETENT JURISDICTION IN TARRANT COUNTY, TEXAS.
9. **ATTORNEY'S FEES**-If either party retains an attorney to enforce any obligation of this Contract or to defend against any claim, then the prevailing party shall be entitled to recover all attorneys' fees, costs, and expenses incurred in the litigation and/or arbitration.
10. **MERGER/SEVERANCE**-This Contract contains and includes the entire understanding of the parties. Any prior oral agreements, proposals, representations, understandings, and correspondence are hereby superseded and replaced by this Contract. If any provisions of this Contract should be held to be invalid or unenforceable, the validity and enforceability of the remaining provisions of this Contract shall not be affected hereby.
11. **CONSEQUENTIAL DAMAGES**-Customer and G.L. Hunt Co Inc. 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.
12. **TRANSFER OF WARRANTY**-In the event a change in ownership occurs, assignment of this warranty to a new owner or owners must be accomplished no later than thirty (30) days after the sale of the home. Assignment will be made in accordance with the warranty and with the procedures in effect at the time of the transfer upon receipt of a recent (within 6 months) passing plumbing test, and the transfer fee current at the time of transfer. 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 MADE WITHIN (30) DAYS AFTER TRANSFER OF TITLE, THIS WARRANTY IS NULLAND VOID. NOTE: To transfer the warranty, a Warranty Transfer Form, a current passing plumbing test, and a check for \$150 for the transfer fee.

****Customer understands that their home could be used in marketing pieces both printed and online. If they do not agree to this**

they must notify G.L. Hunt in writing or by email prior to job start date.**