



Brown Foundation Repair, LTD

<http://www.brownfoundationrepair.com/>

972-271-2621

1619 Bluebank Rd  
Dallas, Texas, 75229

### Agreement / Contract

This contract is entered into this day 03 - 18 - 2026 by and between BROWN FOUNDATION REPAIR, hereinafter called CONTRACTOR, and Ed Luter, hereinafter called OWNER, on property located at 108 Sierra Ct Allen, TX 75013.

Phone (972) 762-8235. 2nd Phone

#### Owner's Contact

Ed Luter  
(972) 762-8235  
eluter@dccd.edu  
108 Sierra Ct  
Allen, TX 75013

#### Certified Structural Technician

Marc Franco  
(972) 816-0490  
mfranco@brownfoundationrepair.com

#### Product List

Description	Quantity
<b>Drilled Pier</b> BROWN Method Drilled Piers have a Lifetime Warranty of the home against failure of the Drilled Piers. If Elevation Readings are off by more than 3/4" from the previous readings, then warranty work will be initiated on piers in the affected area. The Lifetime Warranty only applies to the Drilled Piers installed under this Agreement. This is an attempt to lift the structure to the extent practical. Readings will be used to determine if future work is needed.	9
<b>Engineering and Permitting</b>	1
Subtotal	\$12,200.00
<b>Total</b>	<b>\$12,200.00</b>

#### Payment

The CONTRACTOR agrees to furnish all materials, labor and insurance required to perform the following items of (WORK): The OWNER agrees to pay CONTRACTOR the sum of (\$12,200.00), payable as follows:

<b>Deposit</b>	<b>\$500.00</b>
<b>Balance</b>	<b>\$11,700.00</b>

Payment Terms:

Payment for services to be paid:

- (1/2) \$5,850.00 Due upon commencement of project
- (1/2) \$5,850.00 Due upon completion of project

**Payment method**

Cash

- It is understood and agreed that in order to perform the above described work, sheetrock, wallpaper, brick and other rigid materials may crack. Therefore, the above work estimate does not include any redecorating, repairing, electrical work, or the replacement of any materials not called for in this agreement.
- Contractor will repair any water and sewage lines directly damaged during excavation and drilling. Pre-existing plumbing problems, deteriorated pipes, and broken plumbing caused by lifting or mudjacking/mudpumping will not be repaired by Contractor.
- Contractor will temporarily remove plants and shrubs which obstruct support installation. All plants and shrubs will be replanted, however BFR is not responsible for possible damage to landscape (i.e. sod, bushes, etc.) et al. underground utilities or lawn sprinklers caused by reasonable and prudent operation of the drilling machine and/or leveling operations.
- All warranties issued cover settlement in area repaired under this agreement. Warranty does not cover upheaval or the influx of water.
- Contractor is liability insured for customer's protection.
- The Owner may order extra work to be done, not contemplated by this agreement, in which event a separate Agreement for such work shall be entered into between the Owner and the Contractor. No oral representation made by anyone can change or modify this Agreement.
- Notwithstanding, any provision in this agreement to the contrary, any dispute, controversy, or lawsuit between any of the parties to this agreement about any matter arising out of this agreement, shall be resolved by mandatory and binding arbitration administered by the American Arbitration Association ("AAA") pursuant to the arbitration laws in your state and in accordance with this arbitration agreement and the commercial arbitration rules of the AAA to the extent that any inconsistency exists between this arbitration agreement and such statutes by any court having jurisdiction and in accordance with the practice of such court.
- **MOLD AND OTHER CONTAMINANTS:** Contractor and owner expressly agree that Contractor and its employees and agents will not be liable for damages or costs of any type - the Owner will hold harmless and indemnify Contractor from any and all claims or causes of action, including negligence, arising in any way from exposure to or the presence, release, growth or origin of any microorganism, organic or inorganic contaminant including, but not limited to, mold, mildew, fungus, yeast, allergens, infectious agents, wet or dry rot, rust, or read occurring in any way as a result of the services provided and work performed. The provisions contained herein are expressly material to this Agreement and the "cost to the Owner" for the heretofore described "work" is determined in part by the agreement of the Owner to these provisions.
- Below price is for above anticipated amount of BROWN Mud Jack Process. For voids unseen, and that could not be anticipated, that require more than the above anticipated amount of Mud will be at additional pricing of \$4,000.00 per 10 yds at Pro Rated pricing. If plumbing repair cause 2nd half of work to be halted, 2nd half payment (minus \$4,000.00) is due until plumbing repair are made and project can be completed at which time final payments will be due in full. Customer is responsible for having pre plumbing check before Mud Jack Process begins.
- If full payment is not made within 30 days after completion of work, Owner will be assessed interest charges calculated at a rate of 10%, or highest rate permitted by law, on the outstanding balance until balance is paid in full. Owner will be responsible for all costs & expenses, including but not limited to attorney fees, incurred in collecting past due balances.
- Brown Foundation Repair will fill any sink holes in the work area for 6 month. After 6 months each sink hole filled will be charged at \$50/per hole requiring back fill.

_____ Customer Signature	_____ Date	_____ CST Signature	_____ Date
_____ Customer Signature	_____ Date	_____ Manager Signature	_____ Date

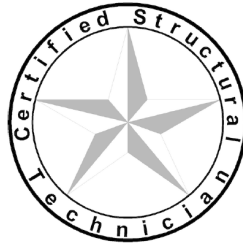
- IN FOUNDATION LEVELING, CONDITIONS MIGHT APPEAR WHEN WORK IS BEGUN THAT WERE NOT VISIBLE WHEN ESTIMATE WAS SUBMITTED, SUCH AS INSUFFICIENT REINFORCING STEEL IN CONCRETE SLAB AND/OR OTHER ORIGINAL FOUNDATION STRUCTURAL DEFICIENCY. IN SUCH CASE, THE GUARANTEE BECOMES INVALID.
- A Pricing Change Order may be in effect for the below conditions: Beam depth deeper than 36"; excessive rocks/roots that prevent ease in trenching or digging.
- After 30 days project may need to be reinspected for any possible future movement and pricing may change. Prices, after initial visit, may change due to supply prices.
- Deposits are for scheduling production dates and are non-refundable.

Project Notes:



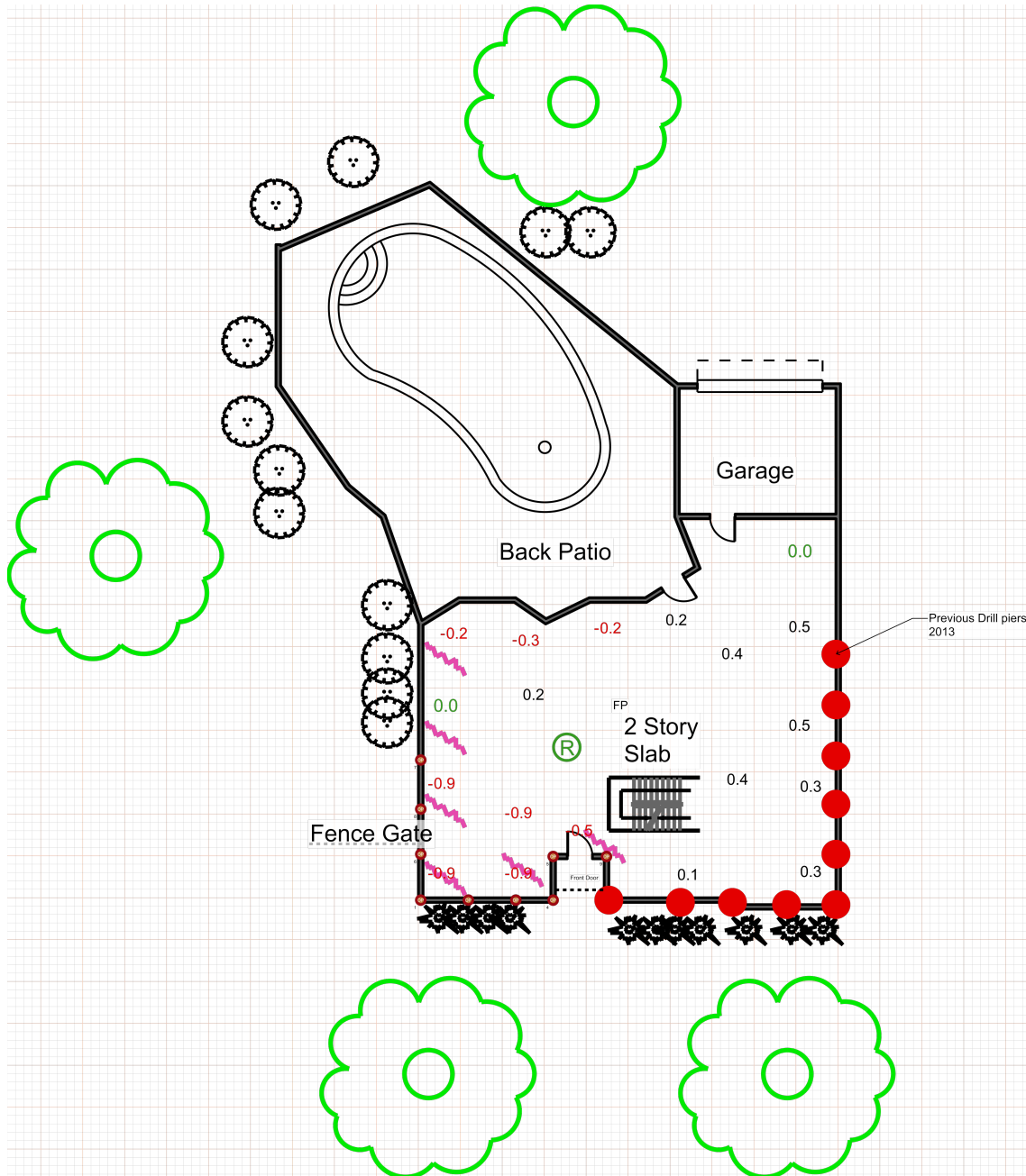
**Sales Representative**

Isabel Munoz  
(972) 816-0490  
mfranco@brownfoundationrepair.com



**Client Details**

Ed Luter  
108 Sierra Ct  
75013







INSPECTION REPORT

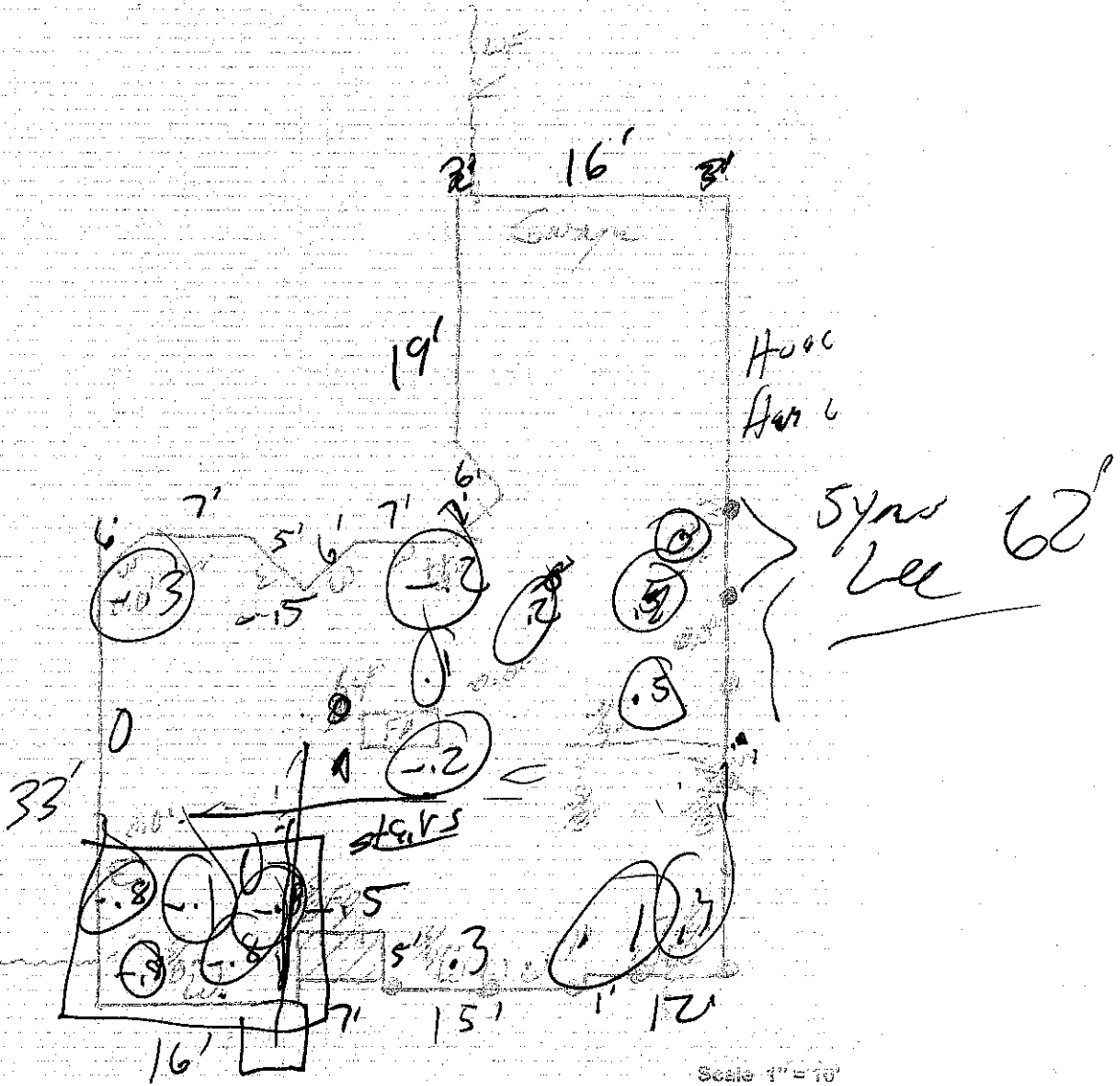
Phone: 972-271-2621 Fax: 972-840-0153

10-24-13

JOB LOCATION			MAILING ADDRESS		
Name <i>Ed Light</i>			Name		
Address <i>708 Sierra Ct.</i>			Address		
City <i>Allen</i>	State	Zip <i>75013</i>	City	State	Zip

PHONE: *772-362-8235*

PHONE:



BROWN FOUNDATION REPAIR

TYPE FOUNDATION Slab APPROX. AGE 194 WOOD SCREED (SLAB) \_\_\_\_\_ CRAWL SPACE (P&B) \_\_\_\_\_

COMMENTS Bought new  
any bit prob may shallow this area  
Del Power Reg Also

POTENTIAL PROBLEMS \_\_\_\_\_

PREVIOUS FOUNDATION REPAIR? NO EXT. GRADE \_\_\_\_\_ PREVIOUS PLUMBING REPAIR? NO

ESTIMATED NO. FOOTINGS 10 STABILIZATION \_\_\_\_\_ SHIM INT. PIERS \_\_\_\_\_ MUD JACK \_\_\_\_\_ DRAINAGE \_\_\_\_\_

SIGNED Tom Worthington TOTAL COST ESTIMATE \$10,000



*Start Dec 13*  
*Self Gen*

This contract is entered into this 24<sup>th</sup> day of Oct 2013 by and between BROWN FOUNDATION REPAIR, hereinafter called CONTRACTOR, and Ed Lutet hereinafter called OWNER, on property located at 108 S. Green St. Allen, TX 75013  
Phone Home: \_\_\_\_\_ Office: \_\_\_\_\_ Cell: 727-262-9235

A. <input checked="" type="checkbox"/> Drilled Piers (Lifetime Warranty)	B. <input type="checkbox"/> Piers (Lifetime Service Warranty)	<input type="checkbox"/> Mudjacking <input type="checkbox"/> Mudpumping (Two Year Warranty)
C. Crawl Space Adjustment: <input type="checkbox"/> square foot to be re-shimmed <input type="checkbox"/> Pre-Cast Piers (Five Year Limited Warranty)	<input type="checkbox"/> Wood Replacement: <input type="checkbox"/> Beam Replacement <input type="checkbox"/> Joist Replacement <input type="checkbox"/> Sill Replacement <input type="checkbox"/> Sole Replacement (Additional Wood Replacement may result in a \$25 per foot Charge)	
D. Drainage: <input type="checkbox"/> Solid Pipe <input type="checkbox"/> Basins <input type="checkbox"/> French Drain <input type="checkbox"/> Sump Pump	<input type="checkbox"/> Curb Cut <input type="checkbox"/> Tunnel Under Sidewalk <input type="checkbox"/> Root Barrier (Two Year Warranty)	

Other: Will furnish a Post Plumbing Test Free of charge  
After final payment

Brown Foundation will install a 12" diameter steel reinforced pier approximately 9'-12' deep or to Load Bearing Strata. Haunch base to be approximately 4 sq. ft. with an overall thickness of approximately 12". Contractor will mechanically raise perimeter beam to approximate original grade, or as practical. Then pour a 12" diameter pier between beam and haunch.

It is understood and agreed that in order to perform the above described work, sheetrock, wallpaper, brick and other rigid materials may crack. Therefore, the above work estimate does not include any redecorating, repairing, electrical work, or the replacement of any materials not called for in this agreement.

Contractor will repair any damage to water and sewage lines caused by Contractor. Pre-existing plumbing problems, deteriorated pipes, and broken plumbing caused by lifting will not be repaired by Contractor.

Contractor will temporarily remove plants and shrubs which obstruct support installation. All plants and shrubs will be replanted, however BFR is not responsible for possible damage to landscape (i.e. sod, bushes, etc.) et al. underground utilities or lawn sprinklers caused by reasonable and prudent operation of the drilling machine and/or leveling operations.

Work permitted to meet local government requirements.

Contractor is liability insured for customers's protection.

The Owner may order extra work to be done, not contemplated by this agreement, in which event a separate Agreement for such work shall be entered into between the Owner and the Contractor. No oral representation made by anyone can change or modify this Agreement.

Notwithstanding, any provision in this agreement to the contrary, any dispute, controversy, or lawsuit between any of the parties to this agreement about any matter arising out of this agreement, shall be resolved by mandatory and binding arbitration administered by the American Arbitration Association ("AAA") pursuant to the arbitration laws in your state and in accordance with this arbitration agreement and the commercial arbitration rules of the AAA to the extent that any inconsistency exists between this arbitration agreement and such statutes by any court having jurisdiction and in accordance with the practice of such court.

MOLD AND OTHER CONTAMINANTS: Contractor and owner expressly agree that Contractor and its employees and agents will not be liable for damages or costs of any type - the Owner will hold harmless and indemnify Contractor from any and all claims or causes of action, including negligence, arising in any way from exposure to or the presence, release, growth or origin of any microorganism, organic or inorganic contaminant including, but not limited to, mold, mildew, fungus, yeast, allergens, infectious agents, wet or dry rot, rust, or lead occurring in any way as a result of the services provided and work performed. The provisions contained herein are expressly material to this Agreement and the "cost to the Owner" for the heretofore described "work" is determined in part by the agreement of the Owner to these provisions.

The CONTRACTOR agrees to furnish all materials, labor and insurance required to perform the following items of (WORK):

The OWNER agrees to pay CONTRACTOR the sum of (\$ ~~6000~~), payable as follows:  
1) \$3,000 upon commencement of work. \$6,000.00  
2) \$3,000 upon completion.

The undersigned represents that he is (they are) the owners of the above mentioned premises and that the legal title thereto stands of record in his (her) or their name(s).

IN FOUNDATION LEVELING CONDITIONS MIGHT APPEAR WHEN WORK IS BEGUN THAT WERE NOT VISIBLE WHEN ESTIMATE WAS SUBMITTED, SUCH AS INSUFFICIENT REINFORCING STEEL IN CONCRETE SLAB AND/OR OTHER ORIGINAL FOUNDATION STRUCTURAL DEFICIENCY. IN SUCH CASE, THE GUARANTEE BECOMES INVALID.

Owner: \_\_\_\_\_ Salesman: Lee Worthington  
Owner: \_\_\_\_\_ Manager: \_\_\_\_\_



Start Dec 20 2013  
Self Gen

This contract is entered into this 29<sup>th</sup> day of Oct 2013 by and between BROWN FOUNDATION REPAIR, hereinafter called CONTRACTOR, and Ed Luter hereinafter called OWNER, on property located at

108 Sierra Ct. Allen, TX 75013

Phone Home: \_\_\_\_\_ Office: \_\_\_\_\_ Cell: 972-762-8235

A. <input checked="" type="checkbox"/> Drilled Piers (Lifetime Warranty)	B. <input type="checkbox"/> Pilings (Lifetime Service Warranty)	<input type="checkbox"/> Mudjacking <input type="checkbox"/> Mudpumping (Two Year Warranty)
C. Crawl Space Adjustment: <input type="checkbox"/> square foot to be re-shimmed <input type="checkbox"/> Pre-Cast Piers (Five Year Limited Warranty)	<input type="checkbox"/> Wood Replacement: <input type="checkbox"/> Beam Replacement <input type="checkbox"/> Joist Replacement <input type="checkbox"/> Sill Replacement <input type="checkbox"/> Sole Replacement  (Additional Wood Replacement may result in a \$25 per foot Charge)	
D. Drainage: <input type="checkbox"/> Solid Pipe <input type="checkbox"/> Basins <input type="checkbox"/> French Drain <input type="checkbox"/> Sump Pump	<input type="checkbox"/> Curb Cut <input type="checkbox"/> Tunnel Under Sidewalk <input type="checkbox"/> Root Barrier (Two Year Warranty)	

Other: Will furnish a Post-Drilling Test Free of charge after final payment

Brown Foundation will install a 12" diameter steel reinforced pier approximately 9'-12' deep or to Load Bearing Strata. Haunch base to be approximately 4 sq. ft. with an overall thickness of approximately 12". Contractor will mechanically raise perimeter beam to approximate original grade, or as practical. Then pour a 12" diameter pier between beam and haunch.

It is understood and agreed that in order to perform the above described work, sheetrock, wallpaper, brick and other rigid materials may crack. Therefore, the above work estimate does not include any redecorating, repairing, electrical work, or the replacement of any materials not called for in this agreement.

Contractor will repair any damage to water and sewage lines caused by Contractor. Pre-existing plumbing problems, deteriorated pipes, and broken plumbing caused by lifting will not be repaired by Contractor.

Contractor will temporarily remove plants and shrubs which obstruct support installation. All plants and shrubs will be replanted, however BFR is not responsible for possible damage to landscape (i.e. sod, bushes, etc.) et al. underground utilities or lawn sprinklers caused by reasonable and prudent operation of the drilling machine and/or leveling operations.

Work permitted to meet local government requirements.

Contractor is liability insured for customers's protection.

The Owner may order extra work to be done, not contemplated by this agreement, in which event a separate Agreement for such work shall be entered into between the Owner and the Contractor. No oral representation made by anyone can change or modify this Agreement.

Notwithstanding, any provision in this agreement to the contrary, any dispute, controversy, or lawsuit between any of the parties to this agreement about any matter arising out of this agreement, shall be resolved by mandatory and binding arbitration administered by the American Arbitration Association ("AAA") pursuant to the arbitration laws in your state and in accordance with this arbitration agreement and the commercial arbitration rules of the AAA to the extent that any inconsistency exists between this arbitration agreement and such statutes by any court having jurisdiction and in accordance with the practice of such court.

MOLD AND OTHER CONTAMINANTS: Contractor and owner expressly agree that Contractor and its employees and agents will not be liable for damages or costs of any type - the Owner will hold harmless and indemnify Contractor from any and all claims or causes of action, including negligence, arising in any way from exposure to or the presence, release, growth or origin of any microorganism, organic or inorganic contaminant including, but not limited to, mold, mildew, fungus, yeast, allergens, infectious agents, wet or dry rot, rust, or read occurring in any way as a result of the services provided and work performed. The provisions contained herein are expressly material to this Agreement and the "cost to the Owner" for the heretofore described "work" is determined in part by the agreement of the Owner to these provisions.

The CONTRACTOR agrees to furnish all materials, labor and insurance required to perform the following items of (WORK):

The OWNER agrees to pay CONTRACTOR the sum of (\$ 4800), payable as follows:

- 1) \$ 2400 upon commencement of work.
- 2) \$ 2400 upon completion.

The undersigned represents that he is (they are) the owners of the above mentioned premises and that the legal title thereto stands of record in his (her) or their name(s).

IN FOUNDATION LEVELING, CONDITIONS MIGHT APPEAR WHEN WORK IS BEGUN THAT WERE NOT VISIBLE WHEN ESTIMATE WAS SUBMITTED, SUCH AS INSUFFICIENT REINFORCING STEEL IN CONCRETE SLAB AND/OR OTHER ORIGINAL FOUNDATION STRUCTURAL DEFICIENCY. IN SUCH CASE, THE GUARANTEE BECOMES INVALID.

Owner: \_\_\_\_\_ Salesman: Lee Warrington

Owner: \_\_\_\_\_ Manager: \_\_\_\_\_

# Brown Foundation Repair Lifetime Limited Warranty

Certificate # 2013-1022

This certifies that the homeowners at

108 Sierra Ct.

Allen, TX 75013

have used the Brown Method of foundation repair.

If any adjustments are required during the life of this home due to settling, our company will adjust all areas previously underpinned without cost to the owner.

This warranty is completely transferable to any and all future owners of this home, provided no major structural changes have been made or occurred, and applies only to the area where Brown Foundation Repair has completed work.

## Brown, A Texas Brand of Foundation Repair



*Debra Abbott*

COMPANY OFFICER SIGNATURE

*12/27/2013*

DATE



**INVOICE**

**Customer**

Name Ed Luter  
 Address 108 Sierra Ct.  
 City Allen State TX ZIP 75013  
 Phone \_\_\_\_\_

Date 12/27/2013  
 Order No. 2013-1022  
 Rep LWORMINGTON  
 PO \_\_\_\_\_

Qty	Description	Unit Price	TOTAL
1	Installation of 8 Drilled Piers	\$4,800.00	\$4,800.00

Subtotal \$4,800.00

PAID (\$4,800.00)

**TOTAL** \$0.00

**Payment Details**

- Cash
- Check
- Credit Card Visa

Name \_\_\_\_\_  
 CC # \_\_\_\_\_  
 Expires \_\_\_\_\_

Office Use Only

Original Owner: \_\_\_\_\_

Address of Property: \_\_\_\_\_

Certificate Number(s): \_\_\_\_\_

Complete at the time of sale and submit within 90 days of closing.

Mail, with a check for the transfer fee, to the office at 1619 Bluebank Rd Dallas TX 75229

OR Call the office at 972-271-2621 to get an email address and make a credit card payment for the fee.

In exchange for Warranty Transfer documentation and payment, BROWN FOUNDATION REPAIR hereby agrees to issue to the Buyer the foundation warranty, referenced above, on the property described below. In addition, Buyer agrees to be bound by the terms of the arbitration clause and warranty. The Buyer hereby agrees to the following terms:

Owner and Contractor agree that any dispute, or lawsuit related in any way to this agreement or the work related thereto, shall be resolved by mandatory and binding arbitration administered by the American Arbitration Association (AAA) in accordance with the arbitration agreement and under the commercial arbitration rules of the AAA; with the stipulations that, in the event of arbitration, the arbitrator shall require the losing party to pay the winning party's costs, including reasonable attorney fees, and the arbitrator shall be an engineer or builder with experience in building, designing, or analyzing residential foundations. Owner and Contractor agree that, in any arbitration proceeding, Contractor's liability shall be limited to the amount paid to Contractor by Owner under the original contract. If Contractor files a Mechanic's Lien due to Owner's failure to make full payment in a timely manner, Owner agrees to reimburse Contractor for the cost of filing and removing the Mechanic's Lien, including reasonable attorney fees and interest.

Warranty: If any adjustments to Contractor's piers are required during the life of the home due to settling, Contractor will readjust the affected piers at no charge to Owner, provided that no major structural changes have been made or occurred. If Contractor's piers are altered or adjusted by any party other than Contractor, all warranties will be VOID, and no reinstatement will be issued on those piers. It is understood and agreed that to perform adjustments to the structure, sheetrock, wallpaper, brick, and other rigid materials may crack. Neither the scope of the repairs nor the adjustment of those repairs includes any redecorating, repairing, electrical work, or the replacement of materials not called for in the original Agreement. Pre-existing plumbing problems, deteriorated pipes, and broken plumbing caused by lifting or Mudjacking/Mudpumping will not be repaired by Contractor. BROWN FOUNDATION REPAIR is not responsible for damage to landscape (i.e., sod, bushes, etc.), underground utilities, or lawn sprinklers caused by reasonable and prudent operation of the drilling machine and / or leveling operations. All warranties issued cover SETTLEMENT in areas previously repaired. Settlement is gauged at a rate of over 1/2" differential from post-lift readings, or visible signs of distress. Warranty does not cover upheaval or the influx of water. If you sell your home, the Buyer must complete the Warranty Transfer Form and file it, along with the transfer fee, to the Contractor, within 90 days of closing. If the transfer is not completed within 90 days, the Warranty is NULL AND VOID. Once a Warranty has become VOID, it may be reinstated at the sole discretion of the Contractor for a fee. There is a \$500 fee to transfer the warranty or to have a warranty transfer inspection if 90 days lapse without the warranty being transferred. All fees will be adjusted upward or downward to reflect changes in the consumer price index that occur after 01/01/2024/

To arrange a warranty transfer inspection, call BROWN FOUNDATION REPAIR at the number referenced above. This document sets forth the entire warranty for this work. All other warranties, expressed or implied, or statutory, are hereby denied.

The parties below understand and acknowledge that time is of the essence. If full payment is not made for the transfer, all warranties, expressed, implied, or statutory, are void and will require Contractor-approved reinstatement of the warranty.

The undersigned certify that they are the sole owners of the subject property and that there are no other owners. This is to certify that the title to the property located at \_\_\_\_\_ in the City of \_\_\_\_\_, Texas, was transferred from \_\_\_\_\_ to \_\_\_\_\_ (/)

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

Printed Buyer 1: \_\_\_\_\_ Signature Buyer 1: \_\_\_\_\_

Printed Buyer 2: \_\_\_\_\_ Signature Buyer 2: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_