



Please refer to diagram of 302 Magnolia Drive, Denton, Texas:

As indicated by the levels on the diagram, the foundation was still up to code, but the repairs were done voluntarily by the customer to ensure stabilization of the home.

RS Foundations  
630 Hemby Street, Ste 5  
Lewisville, Texas 75057  
Phone (469) 583 3133  
Fax (972) 471 9820

(311) 277-3504



Contract Date: \_\_\_\_\_

Job Start Date: \_\_\_\_\_

www.RSFOUNDATIONS.com

(469) 583-3133

# Work Agreement

Name: SHANE GIBSON

Street: 302 MAGNOLIA

MAPSCO: \_\_\_\_\_

City: DENTON

State: TX

Zip Code: \_\_\_\_\_

Contact Number: 940 395 3858

Alternate Contact: PINK MONK TRANE @ HOTMAIL

We hereby propose to furnish all of the materials and perform all of the labor necessary for the completion of foundation repair.

Specifications are as follows:

- Dig 12 holes
- Push 12 Perma Pile piers
- Jack to refusal
- Level perimeter slab in the area of piers
- Clean-up upon completion
- Repair any remaining mortar cracks (Match color as close as possible)
- Lifetime, transferrable warranty

12 PIERS @ 225.00

### All Workmanship Guaranteed

\*\* Add a 3% fee if paying by credit card\*\*

Verbal agreements or other arrangements not appearing on this contract will not be recognized.

Payment terms are as follows:

- For jobs under \$5000: 100% Due upon completion of job
- For jobs over \$5000: 1/2 Total sales price due immediately; Remaining balance due upon completion of job

Sale Price \$ 2,600.00 \_\_\_\_\_ (Client Initials)

Cash Down-Payment\* \$ \_\_\_\_\_ (Client Initials)

Cash Due upon Completion \$ \_\_\_\_\_ (Client Initials)

Any alteration or deviation from the above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate.

Respectfully Submitted: RS Foundations®

Per: \_\_\_\_\_

Date: 10.5.12

Note: This proposal may be withdrawn by the contractor if not accepted within thirty days.

### Acceptance of Proposal

The above prices, specifications, and conditions are satisfactory, and are hereby accepted. You are authorizing the work to be done as specified and Payment will be made as outlined above. Foundation repairs on slab and cement perimeter beam foundations have a lifetime warranty; pier and beam foundations have a 10-year warranty. RS Foundations uses the utmost care in raising your home; however, we are not responsible for any residual damage done as a result of our stabilization efforts. Residual damage includes, but is not limited to: damage to sheetrock, flooring, joists, ceilings, brick, walls, roofs, plumbing, sprinklers, wires, lawns, and shrubbery.

\_\_\_\_\_ (Client Initials)

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

RS Foundations® strives to exceed our customer's expectations. We thank you for your business!





Contract Date: \_\_\_\_\_

Job Start Date: \_\_\_\_\_

www.RSFOUNDATIONS.com

(469) 583-3133

# Work Agreement

Name: SHANE GIBSON

Street: 302 MAGNOUA MAPSCO: \_\_\_\_\_

City: DENTON

State: TX Zip Code: \_\_\_\_\_

Contact Number: 940 395 3858 Alternate Contact: PINKMONKTRANE@HOTMAIL.COM

We hereby propose to furnish all of the materials and perform all of the labor necessary for the completion of foundation repair.

Specifications are as follows:

12 PIERS @ 199.00

- Dig 12 holes
- Push 12 Perma Pile piers
- Jack to refusal
- Level perimeter slab in the area of piers
- Clean-up upon completion
- Repair any remaining mortar cracks (Match color as close as possible)
- Lifetime, transferrable warranty

### All Workmanship Guaranteed

\*\* Add a 3% fee if paying by credit card\*\*

Verbal agreements or other arrangements not appearing on this contract will not be recognized.

Payment terms are as follows:

- For jobs under \$5000: 100% Due upon completion of job
- For jobs over \$5000: ½ Total sales price due immediately; Remaining balance due upon completion of job

Sale Price \$ 2,388.00 \_\_\_\_\_ (Client Initials)

Cash Down-Payment\* \$ \_\_\_\_\_ (Client Initials)

Cash Due upon Completion \$ \_\_\_\_\_ (Client Initials)

Any alteration or deviation from the above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate.

Respectfully Submitted: RS Foundations® Per: [Signature] Date: 10.8.12

Note: This proposal may be withdrawn by the contractor if not accepted within thirty days.

### Acceptance of Proposal

The above prices, specifications, and conditions are satisfactory, and are hereby accepted. You are authorizing the work to be done as specified and Payment will be made as outlined above. Foundation repairs on slab and cement perimeter beam foundations have a lifetime warranty; pier and beam foundations have a 10-year warranty. RS Foundations uses the utmost care in raising your home; however, we are not responsible for any residual damage done as a result of our stabilization efforts. Residual damage includes, but is not limited to: damage to sheetrock, flooring, joists, ceilings, brick, walls, roofs, plumbing, sprinklers, wires, lawns, and shrubbery.

\_\_\_\_\_ (Client Initials)

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

# SALES RECEIPT

## RS Foundations

630 Hembry Street, Ste 5  
 Lewisville, Texas 75057  
 Phone 469 583 3133  
 Fax 972 471 9820  
 info@rsfoundations.com

SOLD Shane Gibson  
 TO 302 Magnolia Street  
 Denton, Texas 76201

PAYMENT METHOD	CHECK NO.	JOB
Check	PIF	Foundation Repair

QTY	ITEM #	DESCRIPTION	UNIT PRICE	DISCOUNT	LINE TOTAL
1	FR	Foundation Repair - 12 piers installed	2,388.00		2,388.00
				TOTAL DISCOUNT	
				SUBTOTAL	
				SALES TAX	
				TOTAL	2,388.00

THANK YOU FOR YOUR BUSINESS!




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### Lifetime, Transferable Warranty

1. Identity of party or parties to whom this Lifetime, Transferable Warranty ("Warranty") is extended (collectively "Customer"):  
Shane Gibson
2. Address of Property ("Property"):  
302 Magnolia Street Denton, Texas 76201
3. Date of Completion: 10/15/12
4. This Warranty is given by RS Foundations ("Contractor") in regard to the repair of the Property (the "Work") performed for the above-named Customer and is for the sole benefit of the Customer. Contractor warrants against settlement in excess of one-half ( ½ ) inch for:  
12 piers installed on 10/15/12
5. The obligation of the Contractor to comply with the terms of this Warranty is subject to the following conditions:
  - a) Customer must give Contractor WRITTEN notice of any claim involving a defect or failure of the Work. This written notice must be given within ninety (90) days of the date of the Customer's discovery of a defect in the Work. Upon receipt of such notice, the Contractor will repair the Work covered by this Warranty within a reasonable time.
  - b) All warranties, implied or expressed, are null and void if full payment has not been made to Contractor for the Work.
  - c) The term of this Warranty commences on the date of completion.
  - d) The Contractor shall not be obligated to the repair of the Property if the basis for the warranty claim is due to:
    - i. Unreasonable use of Property
    - ii. Failure to provide reasonable and necessary maintenance of the Property, or
    - iii. Subsequent repair to the foundation by any other than the Contractor
6. Limitations on the duration and nature of this Warranty:
  - a) This Warranty does not extend to subsequent cosmetic damage to rigid materials resulting from Warranty repair to the Work.
  - b) CONTRACTOR DOES NOT MAKE ANY EXPRESS OR IMPLIED WARRANTY WHATSOEVER REGARDING UPHEAVAL. When the term "settlement" is used, it means the segment or segments of the foundation fall below the repair grade. The term "upheaval" means the segment or segments of the foundation rise above the repair grade. Liability for incidental and consequential damages incurred as a result of the Work or any subsequent Warranty repair or damages to the Work arising from the elements (weather, climate, earthquakes, etc.), acts of God, accidents, labor disputes, fire, war, riot or any other causes beyond Contractor's control are not covered by this Warranty.
  - c) Contractor gives this Warranty in lieu of all other express or implied warranties or oral representations or agreements, including without limitations, the warranty of merchantability and the warranty of suitability or fitness for a particular purpose. CONTRACTOR MAKES NO EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY, SUITABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR OTHERWISE WHICH EXTEND BEYOND THOSE CONTAINED IN THIS LIFETIME, TRANSFERABLE WARRANTY AGREEMENT.
7. Unless agreed to in writing, all notices, demands or requests provided for, or permitted to be given, pursuant to this Warranty must be in writing and shall be either personally delivered or sent by United States registered or certified mail, return receipt requested, to the Customer at the Property and the Contractor at 630 Hembry Street, Suite 5, Lewisville, Texas 75057. The parties shall be responsible for notifying each other in writing of any change of address, which shall be given in the same manner as set out above.

RS Foundations: Michelle Kilburn Date: 10/21/12

# INVOICE



**RS Foundations**  
860 Hembry St #103, Lewisville, TX 75057,  
UNITED STATES  
info@rsfoundations.com; Website:  
www.rsfoundations.com

**Invoice No#:** rachelwilliams0003  
**Invoice Date:** Dec 18, 2024  
**Due Date:** Dec 18, 2024



**\$350.00**  
**AMOUNT DUE**

**BILL TO**

wolf\_woman\_nyc@hotmail.com

#	ITEMS & DESCRIPTION	PRICE	AMOUNT(\$)
1	Warranty Transfer Fee	\$350.00	\$350.00
		Subtotal	\$350.00
		<b>TOTAL</b>	<b>\$350.00 USD</b>

**NOTES TO CUSTOMER**

302 magnolia warranty trx



LIFETIME TRANSFERABLE WARRANTY

Identity of party or parties to whom this Lifetime, Transferable Warranty ("Warranty") is extended (collectively "Customer"):

Debbie Fink

Address of Property ("Property"):

302 Magnolia St, Denton, TX 76201

Date of Completion: 10/15/2012

This Warranty is given by RS Foundations ("Contractor") in regard to the repair of the Property (the "Work") performed for the above-named Customer and is for the sole benefit of the Customer.

12 piers installed

- 1) The obligation of the Contractor to comply with the terms of this Warranty is subject to the following conditions:
  - a) Hydrostatic testing on freshwater & sewer systems must be completed after all repairs. If any plumbing leaks are detected, they MUST be located & repaired AND the final passing plumbing test results from a licensed plumber in the State of Texas must be emailed to our office at info@rsfoundations.com within 90 days of foundation repair completion date to **ACTIVATE THE WARRANTY**.
  - b) Limitations on the duration and nature of this Warranty. It is the intention of the COMPANY to permanently stabilize the settlement of the portion of the foundation covered by this contract. (the area where pilings installed) for the life of the structure that it supports. This warranty applies to only the work performed by COMPANY describe as LIFETIME WARRANTY WORK under the terms, provisions and conditions of this contract. This warranty does not cover upheavals. Piers installed by another company and adjusted by RS are NOT included in the LIFETIME warranty.
- 2) DIRECTIONS FOR FILING A CLAIM  
 If you believe you have a warranty claim please provide the following to RS FOUNDATIONS: 1) A recent plumbing test performed in last 30 days showing no current/active leaks; 2) A report from a licensed structural engineer which states two things: a) that the home requires adjustments in the exact locations of RS FOUNDATIONS piers AND B) that the cause of the problem is the piers themselves. There are many causes of settlement and RS does not warrant against all of them. The Engineer must state that the piers installed by RS have 'failed'. When working with your Engineer please advise him that you need a cause of settlement stated in his report. Simply showing that the house has settled does not constitute a valid warranty claim.  
 If you wish to have RS inspect the property instead of having a Structural Engineer, an inspection fee would be charged at the current rate.
- 3) WARRANTY SHALL BE NULL AND VOID IF: 1) Full payment is not made within 30 days of date of completion; 2) An additional story is added to the structure or changes of a similar scope are made, without prior written approval of RS FOUNDATIONS, when such changes would affect loads on the foundation; 3) The structure is sited on a fault or is affected by an earthquake; 4) Underground facilities or swimming pools are installed within a horizontal distance from the foundation equal to or less than their depth; 5) The foundation is undermined i.e. soil slumping, eroding, plumbing leaks, creek beds, excavations, groundwater, improper drainage, etc; 6) Any accidental or intentional damage, terrorism, fire, flood, windstorm, earthquake or other acts of God; 7) Structure is not reasonably maintained i.e. proper or controlled watering, etc.; 8) Maintenance recommendations provided by a structural engineer or RS FOUNDATIONS are not followed.  
 Unless agreed to in writing, all notices, demands or requests provided for, or permitted to be given, pursuant to this Warranty must be in writing and should be send to info@rsfoundations.com.
- 4) Warranty must be transferred to any new owner within 30 days of sale. To transfer the warranty, please email your request and a current passing plumbing test done within last 30 days showing no active/current leaks to info@rsfoundations.com. The Warranty transfer fee will be charged at the current rate. If the warranty is not transferred to the new owner within 30 days, there WILL NOT be any warranty in effect on the property. RS will provide any owner a maintenance guide along with the LifeTime Warranty.

RS Foundations: Rees Scruggs, Owner