



Proposal

Quote: PR42126

Project 1

Date Issued: 10/02/2025

Erickson Foundation Solutions

MA: H.I.C 177501; Federal tax ID: 02-0371946:

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Hudson, NH 03051

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Prepared for:

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Job Location:

273A W Main St

Marlborough, MA 01752

Prepared by:

Todd Weeks

Project Overview

Proposal Summary

Total Investment	_____	\$33,050.60
Total Contract Price	_____	\$33,050.60
Deposit Required	_____	\$9,915.18
Amount Due Upon Installation	_____	\$33,050.60

Customer Consent

DO NOT SIGN THIS CONTRACT IF THERE ARE ANY BLANK SPACES

Acceptance of Contract— I am/we are aware of and agree to the contents of this Proposal, the attached Job Detail sheet(s), and the attached Limited Warranty, (together, the "Contract") and I have/ we have been given the opportunity to review this contract in full. You are authorized to do the work as specified in the terms of the Contract. I/we will make the payment set forth in this Contract at the time it is due according to the Project Billing section of the Contract. I/we will pay your service charge of 2% per month (24% per annum) if my/our account is 30 days or more past due, plus your attorney's fees and costs to collect and enforce this Contract. No work can begin prior to the signing of the contract and Customer receipt of a full copy of the contract.

Under Massachusetts law, Owner has the right to cancel within three days of signing.

Approved Signature _____  _____ Date _____ 10/2/2025 _____

Any alteration from these specifications and corresponding price adjustment (if necessary) will be made only at the Customer's written request or approval. Completing the work in this Proposal at the time scheduled is contingent upon accidents or delays beyond our control. This Proposal is based primarily on the Customer's description of the problem. This Proposal may be withdrawn if not accepted by the Customer within 30 days.

Customer Signature _____ Date _____

I/ We have read and agree to the full terms of this Contract. Initial _____

Payment terms as detailed in the Project Billing section herein. Initial _____

Contract price does not include Sales Tax, but does include Use Tax when applicable. Initial _____

My Project

Qty Product Name

Concrete Repair: Custom

126	Concrete Slab Pour Cast new 6" concrete slab as indicated in job drawing. Mechanically compact subgrade prior to pour. 4000 PSI concrete. Slab(s) finished with smooth trowel for interior slabs, and mag texture finish for exterior slabs.
126	Concrete Slab Demolition Demolition of existing poured concrete slab as indicated on job drawing. Demo, remove and dispose of concrete at a recycling center. Contract price includes removal of slab up to 6" average thickness. If the average thickness of the slab is greater than 6", additional demolition and disposal costs will apply.
10	Foundation Wall Topper, Masonry Block Remove existing section(s) of foundation wall masonry top section, and replace with masonry block and steel reinforced bond beam. Pin and tie in to existing foundation.
43	Concrete Slab Formwork Layout and forms for new concrete slab.
126	Concrete Slab Reinforcement Steel Install steel reinforcement in slab.
1	Gravel 3/4" (Truckload) Deliver and place suitable gravel fill, up to 5 yards per truckload.
1	SentrySeal Install SentrySeal on excavated walls prior to backfilling soil. This does not guarantee a dry basement. Dry Basement Guarantees are provided only with interior drainage systems.

Total Investment	\$33,050.60
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Total Contract Price	\$33,050.60
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Product Specifications

Concrete Slab Pour

Cast new 6" concrete slab as indicated in job drawing. Mechanically compact subgrade prior to pour. 4000 PSI concrete. Slab(s) finished with smooth trowel for interior slabs, and mag texture finish for exterior slabs.

Concrete Slab Demolition

Demolition of existing poured concrete slab as indicated on job drawing. Demo, remove and dispose of concrete at a recycling center. Contract price includes removal of slab up to 6" average thickness. If the average thickness of the slab is greater than 6", additional demolition and disposal costs will apply.

Foundation Wall Topper, Masonry Block

Remove existing section(s) of foundation wall masonry top section, and replace with masonry block and steel reinforced bond beam. Pin and tie in to existing foundation.

Concrete Slab Formwork

Layout and forms for new concrete slab.

Concrete Slab Reinforcement Steel

Install steel reinforcement in slab.

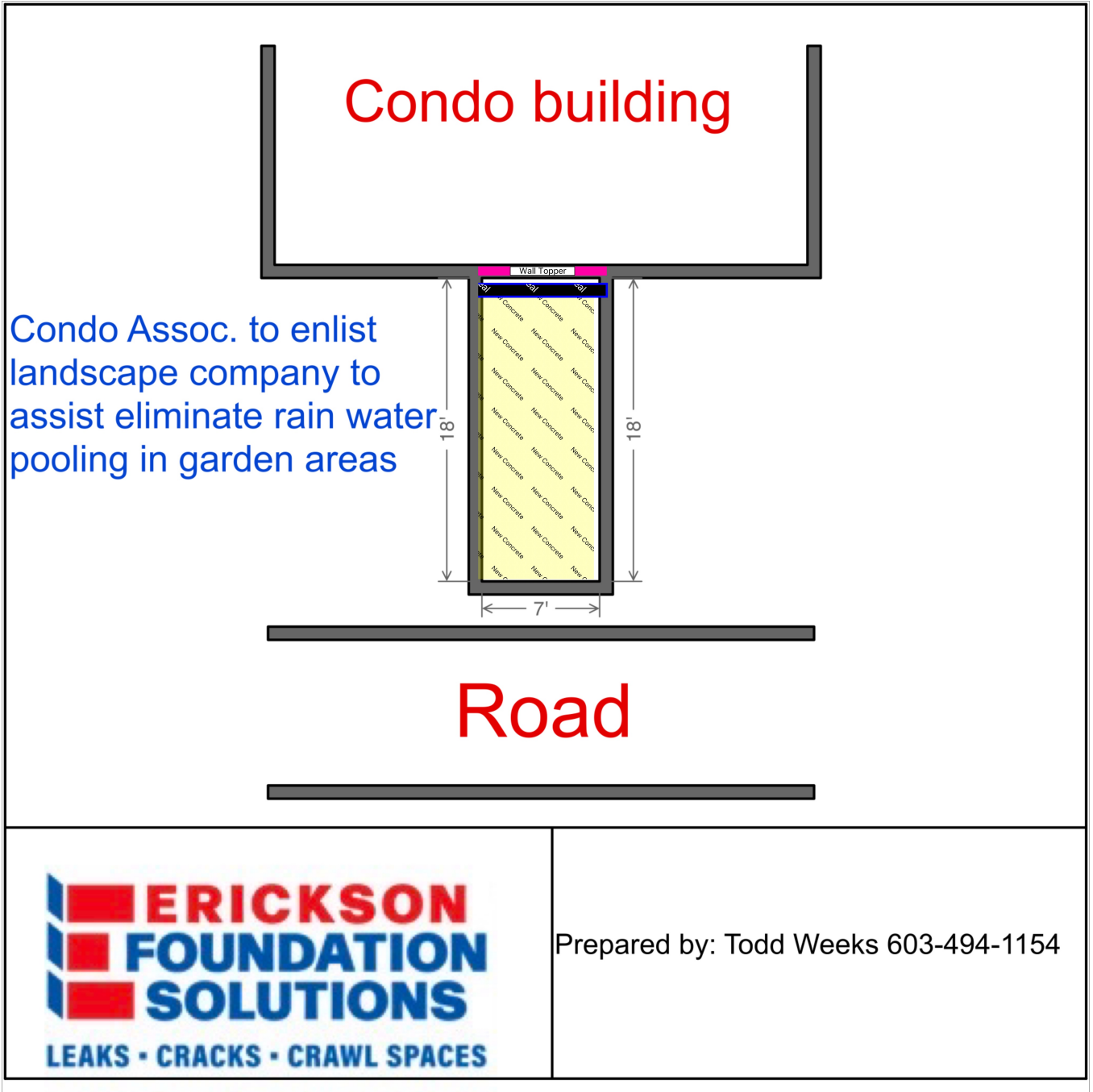
Gravel 3/4" (Truckload)

Deliver and place suitable gravel fill, up to 5 yards per truckload.

SentrySeal

Install SentrySeal on excavated walls prior to backfilling soil. This does not guarantee a dry basement. Dry Basement Guarantees are provided only with interior drainage systems.

Drawing



Job Details

Contractor Will

1. Complete the installation as per the above Specifications.

Customer Will

1. Remove and replace any landscaping that is in the work area.
 2. Move items at least 10 feet away from the work area.
 3. Make payment to the crew leader as per Billing terms of Contract.
 4. Mark any private lines that may be hidden underground or behind finished surfaces, and assumes all liability if damage should occur to such lines.
 5. Provide access to electricity and water utilities to the installation crew.
 6. Be present at the jobsite for project walk-throughs at the start and end of project, and during any lift procedures.
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SYSTEM DESIGN

Design of the contracted system is based, in part, on the findings of our inspection, as well as the description of the problem by the Customer on the day of the inspection. Intrusive explorations requiring digging or removal of finished surfaces have not been performed. As such, any item not visible or brought to the attention of the System Design Specialist during the inspection, and not listed in the contract Specifications, is not part of the scope of this contract. From time to time, existing or unknown conditions may require modifications to the design. Final design and layout of the system is contingent on field conditions, and will be determined by the installation crew.

LANDSCAPING:

Contractor will make every attempt to minimize damage to the landscaping in the work area, but there will likely be disruption to the grass, bushes or other landscaping. Finished landscaping is not included in this contract. Any disturbed soils will be regraded flat as a raked, rough grade. If there are any plantings in the work area, Contractor recommends these be removed before project start. Contractor may be able to assist in moving or reseating those plantings, but is not responsible for the condition of the plants.

CONTRACTOR IS NOT RESPONSIBLE FOR RELOAMING, RESEEDING, PAVING OR OTHER FINISHED LANDSCAPE SUCH AS PAVING STONES OR RETAINING WALLS, unless otherwise noted above.

Contractor will backfill with the existing site soils, and will not supply any additional fill soils, unless otherwise noted above, or by Change Order. If unsuitable soils are exposed during excavation, Contractor may recommend replacement with appropriate backfill material, and will provide Owner with change order for that work.

Projects involving poured concrete will require delivery from a redi-mix concrete truck. Concrete delivery

Job Details (Continued)

trucks are heavy and may make an impact on soft surfaces such as grass yards and asphalt driveways. While efforts will be made to minimize impact, damage to these surfaces is possible. Contractor is not liable for such damages. Customer acknowledges delivery by redi-mix concrete truck and assumes liability for safe passage and impacts of concrete truck on the property. If customer prefers concrete truck to stay off of driveway or property, pumping may be provided at an additional cost if feasible, but will only be done by written change order with a minimum of two weeks notice to allow time for scheduling of equipment.

Upon completion of the project, it is the Customer's responsibility to maintain the grade and landscape. Contractor is not responsible for erosion or changes in grades after completion of the project.

WORK ACCESS:

Customer shall provide access and parking for work crew(s) during the project. Any parking permits or other requirements for street parking by the municipality will be paid for separately by Customer. Normal work hours are generally between the hours of 7:00 AM and 5:00 PM, though crews may sometimes stay later, when possible, to maintain the schedule.

Customer is responsible to move personal belongings 10' away from the work area so that the crew has safe access to do their work. In cases where 10' is not possible, Customer should coordinate closely with Contractor to find an acceptable solution. Contractor cannot guarantee against possible damage or dust to personal belongings left within the work area.

STRUCTURAL LEVELING PROCESS:

The objective of any structural repair is to provide a permanently stable solution. An additional bonus of the installation is that it is often possible to improve the alignment of the structure through a leveling or straightening process. On projects where Contractor will attempt to level or straighten the structure, Customer acknowledges that the ability to shift structure is subject to field conditions and the limitations of the structure, and restoring to any criteria of levelness or straightness is not guaranteed. While it is often possible to close up cracks, realign windows and doors, or achieve a level floor, this is entirely dependent on the limitation of the existing structure, and Contractor makes no guarantee of those results.

The leveling process typically relieves pressure on the structure as we restore it to its original position. However, there is the potential for damages to occur. Any attempt to lift structure may result in some damages such as, but not limited to, cracks in the drywall, concrete, veneers, flooring, glass, plumbing, ductwork, roofing or other rigid materials. Contractor will endeavor to prevent such damages as possible, and Customer releases Contractor from any and all liability for such damage. In some homes, cracking in drywall can continue for several weeks after the work is complete, as the structure relaxes into its new position. This type of superficial cracking is normal, and does not indicate a problem.

Job Details (Continued)

Contractor will carefully monitor leveling procedure, and maintains the right to cease lifting at any point which it determines that further lift might be detrimental to the structure, or unsafe. If you request additional lifting beyond the recommendation of the foreman, Erickson Foundation Solutions will only do so at its discretion, and when it deems safe to do so, if you sign a form expressly releasing Contractor from any and all liability.

Customer is to be present during any attempt to level a structure so that Customer concerns and preferences may be taken into consideration during that process. The leveling process will be made during one attempt only. Any requests for additional leveling made after that date will only be performed at the discretion of the Contractor, with a signed change order, and will result in additional charges.

Contractor recommends installation of PolyLEVEL structural foam void fill beneath the footings after completion of the lift & level process. This foam serves to provide additional support to the footings and adjacent slab, as well as to minimize potential for soil erosion and settlement. If settlement of the backfill soil in the work area occurs within the first year after job completion, Contractor may provide and place additional backfill material to fill the depression. Contractor will provide this service at no additional cost to Customers who purchased PolyLEVEL void fill as part of the pier installation. For Customers who did not purchase PolyLEVEL void fill as part of their pier installation, there will be a service charge for the delivery of additional backfill. It is the Customer's responsibility to ensure downspouts and other water sources are directed away from the affected area, or else Contractor may charge for the additional backfill.

FINISHED SURFACES

Some portions of the work may involve penetration or disturbance of finished surfaces such as siding, stucco, wallboard, ceilings, trim, flooring, or other materials. For some installations, portions of finish surfaces may have to be removed in order to access or accommodate the installation of the contracted system(s). Contractor will endeavor to minimize disruption to these finishes, and the installation crew will discuss their plans with the Customer so that the scope of the disruption is generally understood by all parties beforehand. Customer agrees to allow Contractor access to make such alterations to the interior and exterior finishes as are necessary for the installation of the contracted system(s). Unless otherwise noted in the contract Specifications section, this contract does not include repair of finished surfaces or other finished carpentry to restore the finished surface.

Customer also understands that hidden obstructions behind finished surfaces are unknown to contractor before job start, and may require design changes, layout modifications or Change Orders to accommodate installation of the contracted system(s). Contractor will collaborate with Customer to find the most effective and efficient solution to those circumstances, and will quickly communicate any necessary changes to the Customer.

WATERPROOFING:

Job Details (Continued)

Customer understands that all foundation cracks, whether new or old, have the potential to allow water leakage from the surrounding soil, even if they have never leaked before. Contractor is not responsible for water seepage for any area(s) or crack(s) not specifically covered by waterproofing measures in the above scope of work.

Erickson Foundation Solutions highly recommends installation of WaterGuard full perimeter interior drainage systems with TripleSafe sump pump systems to keep the whole basement dry all the time. Partial systems will not protect areas outside of the installed area. Floor cracks are not warranted against water seepage unless a full perimeter system is installed. Contractor is not responsible for water that leaks in above the top of the foundation, including water leaks from windows, doors, siding and roofing, condensation, plumbing pipes, etc.

Water from installed basement systems will be discharged outside of the foundation. Contractor recommends installation of an IceGuard and buried drain pipe connected to Lawnscape outlet, bubbler drainage pot or to Soak Away buried drainage. Buried drainage lines are only offered in combination with IceGuard protection. The location of the discharge termination is based on the customer's knowledge of the property along with the visible inspection of our design specialist on the day of inspection. Contractor is not responsible for the volume of water discharged from the drainage system, or surface water issues on the property related to that discharge. Customer is aware that in high water volume events, wet seasons, or in areas with saturated soils, water discharge will likely pool on the surface of the yard or even cause landscape erosion. Such issues should be treated separately as landscaping, and are not considered warranty.

Contractor strongly RECOMMENDS AGAINST tying in a new waterproofing or WaterGuard interior perimeter drain system to an existing sump pump or existing outlet drainage line. Contractor has no control over the condition or quality of materials or installation of those pre-existing system elements, they may have already passed their expected service life or be inadequate to the needs of the new system, and those existing elements are at significant risk of causing the entire system to fail. Contractor will only connect new waterproofing to old systems at the insistence of the Customer. In these cases, Customer acknowledges they have been informed of the risk, and Customer assumes all risk and liability for the performance of the entire system. Connection of our system to a pre-existing pump or outlet drainage voids all warranty on the performance of the overall system. If a service call is made as a result of a failed system due to elements not installed by Contractor, then Customer agrees to pay the current Service labor and material charges at the time the repairs are made.

BURIED UTILITIES AND HIDDEN OBSTACLES:

Excavation work presents unique challenges in that underground obstructions cannot be seen without commencing digging. In accordance with the law, Erickson Foundation Solutions will have public utilities

Job Details (Continued)

marked by DigSafe, and will not begin digging with heavy equipment until marking is complete. We will maintain appropriate clearance from DigSafe markings and will follow all other rules pertaining to working near public utilities. Contractor is not responsible for damages to buried utilities incorrectly marked or unmarked. Contractor may, at its discretion, make minor plumbing repairs.

In some municipalities, the local water department or public works may charge a fee for marking public water utility lines or sewer lines. The fee amounts, if any, vary from town to town and will be billed separately to the Customer.

Private utilities lines, including, but not limited to underground wiring, well lines, septic systems, and irrigation systems must be marked or exposed by Owner. Alternatively, we can arrange for private utilities to be marked at the Customer's expense. This will only be done upon a written change order. In either instance, we will maintain a safe work distance from those markings. Erickson Foundation Solutions cannot be responsible for any damage to unmarked or incorrectly marked private utilities. If unmarked private utility lines are damaged and that damage is recognized at the time work is underway, the damage will be flagged and left exposed if practical and safe to do so, so that repairs can be made in an efficient manner. Damage will be reported to the Customer, and the Customer is responsible for making repairs and all costs associated with them, direct and indirect.

Erickson Foundation Solutions is not responsible for additional costs associated with hidden or non-disclosed obstacles or hazards below the surface, including but not limited to large rock, concrete and water. Removal of bedrock, ledge or large rocks is not included in the contract price, and may incur additional charges. If special equipment, materials or substantial additional labor is required due to hidden or non-disclosed obstacles or hazards, the Customer will be advised as quickly as practical and provided with a Change Order.

Through approval of any estimate requiring digging or excavation, the Customer / Property Owner hereby agrees to Release and Indemnify Erickson Foundation Solutions from any responsibility for damage to unmarked underground utilities, facilities and structures and to bear the cost for marking private utilities, damage to unmarked private utilities and for hidden or non-disclosed obstacles or hazards as described above. In the event that the Property Owner is not the Erickson Foundation Solutions client, the Property Owner's signature is required below.

CHANGE ORDERS:

The contract price does not include hidden, unexposed, or unknown contingencies extant at the time of the sale such as but not limited to; unmarked sprinkler lines, concealed cracks or other deficiencies in the existing structure, concealed pipes or wires, relocation of underground utilities, inability to use existing water or water pipes, de-watering, removal of large rock or other unusual materials discovered and deemed necessary to be removed. Erickson Foundation Solutions is not responsible for repair costs associated with

Job Details (Continued)

any damages to unmarked, concealed items.

Upon discovery of additional work to be required, Erickson Foundation Solutions will provide the Customer with a Change Order form detailing the scope and price of the proposed changes. Customer agrees to pay these additional costs if Customer consents to the work proceeding. Upon acceptance by the Customer, Change Orders will become part of the existing Contract, subject to the same terms and conditions included herein. Customer understands that any additional work will affect the schedule, and add to the length of the project.

The above notwithstanding, the Customer will be responsible for any costs and agrees to reimburse Contractor for any expenses incurred by Erickson Foundation Solutions to resolve out of scope problems requiring emergency or rapid response.

ELECTRICAL:

For some projects, a connection to an adequate electrical supply is necessary. We will either use a nearby existing outlet or your extension cord to temporarily get you operational. Note that even if there is a nearby outlet, it may not be adequate for all of the equipment that we install, especially if a TripleSafe or UltraSump system is connected. You will need to have proper electrical outlets installed. We highly suggest you schedule to have a qualified licensed electrician complete this work after your basement project is completed.

CLEANUP:

Contractor will endeavor to minimize any potential dust or dirt generated during construction. Interior work areas will be left in a "broom clean" condition upon completion of the work. Exterior work areas will be graded smooth, and raked.

PROJECT BILLING:

- A 40% payment will be due upon job start on the first day of the project.
- Any project that is larger than one week will have a progress payment due each week worked.
- The full remaining balance is due upon substantial completion.
- Substantial completion is not contingent on final inspections by the building inspector. The building department schedule is outside the control of Contractor, and inspection may occur after Contractor has completed the work. In such cases, final payment is still due on the day the installation is complete. Contractor will return after the inspection to perform any remaining cleanup.
- One day projects can be paid in one payment upon substantial completion.
- Approved Change Orders will be due upon signing.
- All payments to be made directly to the crew leader on site or called in to the office that day before the

Job Details (Continued)

crew leaves.

- It is the Customer's responsibility to have funds available and/or to approve financed amounts with the lending institution ahead of time such that payment is made on the appointed day.
- A service fee of \$25 will be charged for each returned check.

* Promotional discounts such as the Preferred Customer Discount, Military and Veterans Discount will become invalid if payment is not made within five (5) business days of an invoice due date.

FINANCING:

Contract does not include, nor does Erickson Foundation Solutions offer, financing of any kind. Contractor may, at its discretion, assist Customer to secure financing from a third party institution. This does not constitute a financing relationship between Contractor and Customer. Customer understands that any agreement for financing between Customer and third party institution is a direct agreement between those parties. Erickson Foundation Solutions is not a party to any financing agreements, and is not obligated to provide financing of any kind to Customer. It is exclusively the full responsibility of Customer to secure funds or financing for the project and pay all project invoices on time.

SCHEDULING:

Upon signing the contract and placement of the deposit, Contractor will contact the Customer to set a tentative installation schedule. On projects requiring engineering or permitting, this scheduling will be considered tentative, pending issuance of the permit by the building department. Customer acknowledges that final scheduling is contingent on permits and engineering, material availability and other factors outside of Contractor's control. Contractor will make every effort to keep to the tentative dates, but scheduling may vary. Any such changes will be well communicated and coordinated with the Homeowner in advance.

Contractor will endeavor to facilitate requests by the Customer to reschedule installation dates. However, requests must be made no less than four BUSINESS days (Monday through Friday) before the scheduled date because of the considerable expense required to mobilize personnel, equipment and materials for the project. Customer understands that Customer requests for schedule changes made after the four day cutoff may not be accommodated or may result in a rescheduling or cancellation fee. The amount of the fee will be equal to 5% of the contract or \$500, whichever is more. If the installation is deferred more than 3 months to a later date by Customer, the contract price will be updated to the current pricing at the time of installation.

PERMITS AND ENGINEERING:

- Erickson Foundation Solutions will acquire appropriate town or city permits per local building code when

Job Details (Continued)

required.

- Variances, plot plans, wetland engineering and other permitting are the responsibility of the Customer. If wetlands engineering or permitting is required, Contractor may oversee the application process and secure engineering as necessary for an additional charge. Actual permitting and engineering costs will vary based on the scope of the work and the specific requirements imposed by the local or state agencies. Customer understands that wetland permitting requirements take time to be processed by the various overseeing agencies, and that this will likely affect the project start date.

- Any additional scope of work, such as silt fences, required by wetland engineering or other, will require a Change Order for additional cost.

- Permit fees to be paid separately by Customer.

- Engineering is not required by every building department for every project, and is therefore not included in this Contract unless specifically listed in Product Specifications section of Contract. If structural engineering for the contracted scope is required by the building department during the permit process or during the project, Contractor will supply the engineering, and those costs will be paid separately by Customer.

- In the event permission is required to do any of the work hereunder due to zoning restrictions, property restrictions, homeowner's associations or otherwise, it shall be the sole responsibility of the Customer to obtain such permission. Contractor is not responsible for compliance with color or style requirements of homeowners' associations.

- On projects being overseen by another General Contractor, Erickson Foundation Solutions will provide product documentation, but will not be responsible for permitting. This includes installations of piers for new decks or other new construction. Permitting for such projects will be the responsibility of the Customer or their appointed General Contractor.

- In Massachusetts, owners who secure their own building permits or deal with unregistered contractors will not be eligible to access the Guaranty Fund provisions of M.G.L. c. 142A.

PHOTOGRAPHY

Erickson Foundation Solutions may capture and use images of the Project real property, improvements and related scenes, including images before, during and after any construction (the "Recordings"). Client consents to Contractor's use of the Recordings and any derivative works made therefrom for all reasonable purposes, including professional, educational, advertising, marketing, promotional, and editorial purposes. The consent granted includes the right of Erickson Foundation Solutions to distribute the Recordings in all media, including through print and electronic means, over the internet, through websites or social media, on a nonexclusive, royalty-free, irrevocable and perpetual basis. Contractor agrees to delete or obscure the property address and the name of Client appearing in any Recordings prior to making public use of them.

ANNUAL MAINTENANCE RECOMMENDED/SERVICE CALLS

Contractor recommends that Customer maintain the System annually. The cost of maintenance is not

Job Details (Continued)

included in this proposal or in the Warranty, but is available from Contractor at an additional charge. Annual maintenance can prevent most problems with the System. Customer agrees to keep gutters clean, downspouts extended, the area dry, the grade outside pitched away from the house, and report any leaks that may be related to Contractor's work. Any service calls made to address issues that are not caused by faults in the System or result from faults caused by damage or abuse to the System will be billed, including drive time, at Contractor's regular rate.

THESE SPECIFICATIONS REPRESENT THE SCOPE OF THE CONTRACT IN ITS ENTIRETY. ANY ITEMS NOT SPECIFICALLY ENUMERATED HEREIN, WHETHER DISCUSSED OR IMPLIED, ARE NOT INCLUDED IN THE CONTRACT.

All contracts are subject to final review by the Project Manager.

Erickson Foundation Solutions is a registered Home Improvement Contractor in the state of Massachusetts. Our H.I.C. registration # is 177501.

In Massachusetts, all contractors and subcontractors must be registered by the Office of Consumer Affairs and Business Regulation ("OCABR"), and any inquiries about a contractor or subcontractor relating to a registration should be directed to OCABR, Home Improvement Contractor Registration, at 10 Park Plaza, Room 5170, Boston, MA 02116, (617) 973-8700.

Limited Warranty

Annual Maintenance

Annual Maintenance Recommended / Service Calls – Contractor recommends that Customer maintain the System annually. The cost of maintenance is not included in this proposal or in this Warranty, but is available from Contractor at an additional charge. Annual maintenance can prevent most problems with the System. Customer agrees to keep gutters clean, downspouts extended, the area dry, the grade outside pitched away from house, and report any leaks that may be related to Contractor's work. There will be NO charge for service calls made to address defects in the System. Any service calls made to address issues that are not caused by defects in the System or result from damage or abuse to the System will be billed, including drive time, at Contractor's regular rate.

Customer Responsibilities

Items For Which Customer Is Responsible – Customer shall: 1) make full payment to the crew leader upon completion of work; 2) prepare the work area for installation; 3) be responsible for any finish carpentry, painting, paneling, landscaping, etc. that may be necessary after Contractor's work is finished; 4) mark private lines (well, sewer, satellite, propane, sprinkler, etc.) 5) maintain positive drainage away from the repaired wall(s); 6) keep gutters clean and in good working order; 7) direct downspouts a sufficient distance away from the repaired structure(s); 8) maintain proper expansion joints in concrete slabs that are adjacent to the repaired wall(s); and 9) any items mentioned in this Contract under "Customer Will" or "Additional Notes."

Exclusions

Exclusions – THIS WARRANTY DOES NOT COVER, CONTRACTOR SPECIFICALLY DISCLAIMS LIABILITY FOR, AND CUSTOMER HOLDS CONTRACTOR HARMLESS FROM: 1) failure or delay in performance or damage caused by acts of God (flood, fire, storm, methane gas, etc.), acts of civil or military authority, or any cause outside Contractor's control; 2) Customer-caused damage; 3) plumbing or electrical damage or connection problems; 4) dust incidental to System installation; 5) damage to real or personal property such as walls, countertop, or floor coverings, framing, sheetrock, exterior materials, cabinets, appliances, personal belongings and so on, including any damage alleged to have been done by the Contractor's use of heavy equipment necessary to complete the job; 6) damage from a lifting operation; 7) damage from heave, lateral movements/forces of hillside creep, land sliding, or slumping of fill soils; 8) settlement due to organics or other causes such as sink holes below the slab; damage to hidden utility or fuel lines; shrinkage cracks in new concrete; 9) any system that has been altered in any way by someone other than Contractor; 10) exterior waterproofing, unless specifically provided by additional warranty above; 11) basement water seepage, unless specifically provided by additional warranty above; 12) waterproofing System clogging or malfunctioning from mineral accumulations, iron ochre, iron gel or iron bacteria from the soil, tree roots, mud, or sand, etc. (In such cases, the System will require service to keep it functioning properly and additional charges will apply.); 13) condensation; water vapor transmission; water squirting out of the walls over the system; surface water flooding; leaks from chimneys or garages; efflorescence on concrete; window well flooding onto the basement floor; peeling paint; concrete discoloration from capillary action; water discharge from the System; leaks from chimneys or garages, plumbing, or frozen discharge lines without an IceGuard; or System malfunctions that result from pre-existing lines that the System is tied in to; 14) water damage to property including, but not limited to, floor coverings, furniture, all personal property, stored items, finished walls and other objects inside the foundation of the structure; 15) any damages caused by mold including, but not limited to, property damage, personal injury, loss of income, emotional distress, death, loss of use, loss of value, and adverse health effects, or any other effects.

While Contractor assumes responsibility for utility damage that occurs as a result of Contractor's installation, such protection is limited to replacing/repair the area Contractor damaged, does not include damage to unmarked private lines, and does not include any upgrades to utilities for code compliance or other reasons.

THIS WARRANTY IS VOIDED IF ANY PORTION OF THE INSTALLED SYSTEM IS MODIFIED, REMOVED OR

Limited Warranty (Continued)

OTHERWISE ALTERED BY ANYONE OTHER THAN CONTRACTOR.

Service calls made that are found to be of no fault due to a defective system will be charged a service fee. Contractor's liability under this warranty shall be limited to the replacement of any defective work or material, and contractor shall be liable for no other damages or losses, direct or incidental.

Contractor's liability to homeowner shall in no event exceed the amounts paid by the homeowner to the contractor under this contract. In no event shall contractor be liable for any indirect, incidental, special or consequential damages, including without limitation damages for loss of use, incurred by homeowner or any third party, whether in an action in contract or tort, even if the other party has been advised of the possibility of such damages.

SEVERABILITY: If any provision of this Agreement is held illegal or unenforceable in a judicial proceeding, such provision shall be severed and shall be inoperative, and, provided that the fundamental terms and conditions of this Agreement remain legal and enforceable, the remainder of this Agreement shall remain operative and binding on the Parties.

General Terms

General Terms – For the applicable time periods indicated below, this Warranty is transferable at no charge to future owners of the structure on which the work specified in this Contract is completed. This Warranty is in effect if the job specified in this Contract is completed and paid in full and, alternatively, is null and void if full payment is not received. During the applicable warranty period, service calls made to address issues that are not caused by Contractor or that are a result of abuse to the System, will be billed at Contractor's regular rate. Contractor does not warrant products not mentioned below, but some of such products may be covered by a manufacturer's warranty. All material used is warranted to be as specified in this Contract. All work will be completed in a workmanlike manner according to the standard practices of the industry.

Contractor guarantees all labor and material installed under the Owner-Contractor agreement for the above referenced project to be free of defects for the period of one (1) year. This warranty is effective the day of substantial completion. This warranty excludes maintenance items, normal wear, damage caused by occupants or Owner's negligent acts, and damage caused by acts of God. This warranty may be superseded by individual manufacturer's warranties on certain products (parts only).

Concrete and Cement Products – If any concrete or cement is installed as part of this project, Contractor warrants that the material is of the proper mix, strength and placement for one (1) year. There is no warranty of any kind against cracks or discoloration. All concrete will crack, and the presence of cracks does not indicate a problem. Contractor cannot match new cement or concrete to the color of existing concrete. Color variations will occur, and will change with time, and Contractor makes no guaranty as to color.

Contractor assumes no responsibility for the existing property or buildings meeting local building or zoning code requirements. Additional work required to meet such requirements, if any, shall incur a charge above and beyond the price in this contract.

Standard Exclusions

Standard Exclusions Permitted By State Law – This Foundation Limited Warranty ("Warranty") is made in lieu of and excludes all other warranties, express or implied, and all other obligations on the part of Erickson Foundation Solutions ("Contractor") to the customer ("Customer"). There are no other verbal or written warranties and no warranties that extend beyond the description on the face hereof, including **NO WARRANTIES OF EXPRESS OR IMPLIED MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**

Notice of Right to Cancel

You are entering into a contract. If that contract is a result of, or in connection with a salesman's direct contact with, or call to you at your residence without your soliciting the contract or call, then you have a legal right to void the contract or sale by notifying us within three business days from the date of the transaction, which is: _____

In preparation of the project, Contractor purchases and stocks materials, provides various project management and administrative services, site visits, permit applications and generally expends resources in performance of the project on your behalf. For this reason, THE DEPOSIT IS NON-REFUNDABLE AFTER THIS THREE DAY PERIOD.

How to Cancel

If you decide to cancel this transaction, you may do so by notifying us in writing at:

Erickson Foundation Solutions
(603) 878-5552
www.ericksonfoundations.com
14 Clement Road
Hudson NH 03051

You may use any written statement that is signed and dated by you and states your intentions to cancel, or you may use this notice by dating and signing below. Keep one copy of the notice because it contains important information about your rights.

I Wish to Cancel

Owner's Signature

Date

Owner's Signature

Date

The undersigned acknowledges receipt of the Notice of Right to Cancel.

Owner's Signature

Date

Owner's Signature

Date

Recommended Drawing

