



# ARIZONA

## FOUNDATION SOLUTIONS

### Proposal

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Quote: PR138908  
stabilize only no Poly   
Date Issued: 06/11/2025

Arizona Foundation Solutions  
# - ROC 348728 CR-9 Concrete:  
3125 S. 52nd St  
Tempe, AZ 85252

[www.foundationrepairsaz.com](http://www.foundationrepairsaz.com)  
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Job Location:  
2002 N 25th St  
Phoenix, AZ 85008

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# Project Overview

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## Proposal Summary

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Total Investment	_____	<b>\$42,532.78</b>
Total Contract Price	_____	<b>\$42,532.78</b>
Deposit Required	_____	<b>\$10,633.19</b>
Amount Due Upon Installation	_____	<b>\$42,532.78</b>

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## Authorized Signature

This proposal may be withdrawn by AZFS after 30 days if the customer has not signed the agreement. AZFS will need to re-inspect and revise the proposal.

Company Signature \_\_\_\_\_ Date \_\_\_\_\_

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, are the "Contract"). You (AZFS) are authorized to do the work as specified in the Contract. I/we will make the payment set forth in this Contract at the time it is due, as well as any final payments upon completion of individual projects. I/we will pay your service charge of 1.5% per month (18% per year) if my/our account is 30 days or more past due, plus your fees and costs to collect and enforce this Contract. The property owner gives AZFS the right to act on their behalf with the municipality to obtain the permit if necessary. You have a legal right to void the contract or sale by notifying us in writing within three business days.

Customer Signature \_\_\_\_\_ Date \_\_\_\_\_

Deposit is non-refundable. Initial \_\_\_\_\_

AZFS may pre-lien your property in accordance with state laws. Initial \_\_\_\_\_

# My Project

Qty Product Name

## Foundation Repair: Permanently Stabilize Foundation

- 1 Underpinning - Concrete R & R w/ Hand Dig (CR)  
PILES CONCRETE R&R W/ HAND DIG- Remove concrete at documented number of underpinning locations. Removal assumes concrete is 4" thick or less with no reinforcement. Replace concrete at documented number of underpinning locations. Color will vary from original concrete. AZFS will not match concrete. Thicker/reinforced concrete may require an increase in price. Concrete replacement does not include decorative finishes, paver/tile removal/replacement or decorative coatings. AZFS will Hand Dig in the same areas that concrete is removed. Quantity of locations stated under Product List.-
- 1 Locate Utilities - Foundation  
UTILITY LOCATION - AZFS to coordinate utilities locating service. AZFS cannot be held responsible for utilities the locating service cannot locate.
- 1 MOBILIZATION  
MOBILIZATION - includes loading, unloading, set up, tear down and transportation to the job site and back of necessary equipment and materials.
- 1 Permit - Foundation (CR)  
PERMIT & ADDITIONAL ENGINEERING- AZFS to obtain permit for foundation work. Includes fee from the municipality, permit specified design and engineer seal. AZFS cannot control the amount of time it takes for the municipality to review and issue the permit. -
- 13 Push Pier  
Install to support the foundation as shown on job drawing/repair plan using a galvanized bracket, galvanized external sleeve, galvanized top plate, and zinc plated through bolts and nuts. Pile size to be determined in engineering during the permitting process. --Price includes a maximum 15' of depth. No refunds or credits for steel footage not used if pile reaches load bearing strata prior to 15'. If additional depth is needed to reach load bearing strata, an additional charge of \$35 per foot will be added to the total. --If the excavator cannot be used to expose the footing, an additional charge of \$150 per pile location will be added to the total price. --Price assumes existing footings are within standard size of a maximum 3' depth and extending a maximum of 6" from the stem wall. If oversize/deeper footings exist, an additional charge will need to be added to cover additional labor and wear/tear on chipping equipment. --If an acceptable minimum pile depth cannot be achieved, pre-drilling must be performed at \$40 per foot of required drilling.

**Total Investment** **\$42,532.78**

**Total Contract Price** **\$42,532.78**

# Product Specifications

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## **Underpinning - Concrete R & R w/ Hand Dig (CR)**

PILES CONCRETE R&R W/ HAND DIG- Remove concrete at documented number of underpinning locations. Removal assumes concrete is 4" thick or less with no reinforcement. Replace concrete at documented number of underpinning locations. Color will vary from original concrete. AZFS will not match concrete. Thicker/reinforced concrete may require an increase in price. Concrete replacement does not include decorative finishes, paver/tile removal/replacement or decorative coatings. AZFS will Hand Dig in the same areas that concrete is removed. Quantity of locations stated under Product List.-

## **Locate Utilities - Foundation**

UTILITY LOCATION - AZFS to coordinate utilities locating service. AZFS cannot be held responsible for utilities the locating service cannot locate.

## **MOBILIZATION**

MOBILIZATION - includes loading, unloading, set up, tear down and transportation to the job site and back of necessary equipment and materials.

## **Permit - Foundation (CR)**

PERMIT & ADDITIONAL ENGINEERING- AZFS to obtain permit for foundation work. Includes fee from the municipality, permit specified design and engineer seal. AZFS cannot control the amount of time it takes for the municipality to review and issue the permit. -

## **Push Pier**

Install to support the foundation as shown on job drawing/repair plan using a galvanized bracket, galvanized external sleeve, galvanized top plate, and zinc plated through bolts and nuts. Pile size to be determined in engineering during the permitting process. --Price includes a maximum 15' of depth. No refunds or credits for steel footage not used if pile reaches load bearing strata prior to 15'. If additional depth is needed to reach load bearing strata, an additional charge of \$35 per foot will be added to the total. --If the excavator cannot be used to expose the footing, an additional charge of \$150 per pile location will be added to the total price. --Price assumes existing footings are within standard size of a maximum 3' depth and extending a maximum of 6" from the stem wall. If oversize/deeper footings exist, an additional charge will need to be added to cover additional labor and wear/tear on chipping equipment. --If an acceptable minimum pile depth cannot be achieved, pre-drilling must be performed at \$40 per foot of required drilling.

# Job Details

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## Contractor Will

1. Complete the scope of work listed under Job Details as described.

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## Customer Will

1. Remove flooring in the work area prior to project start date if required for installation. If the flooring is NOT removed, AZFS reserves the right to increase the total cost of the agreement and/or drill/cut/core through the existing flooring material. AZFS is not responsible for damage to flooring that is not removed. Typical services that require flooring removal are but not limited to: Composite Interlocking, PolyLEVEL®, MoistureLevel®, Compaction Grouting, Slab Piles/Piers, Slab Removal/Replacement, SmartJacks® with limited crawl space access, WaterGuard, Basement Drain Tile/Sump Pump Solutions & Radon Mitigation systems.
  2. Move items 10 feet away from the work area prior to project start date. If item(s) are not moved away from the work area, AZFS reserves the right to increase the total cost of the agreement to either move the item(s) or reschedule and remobilize. AZFS will not be held responsible for damage to item(s) not moved prior to project start date.
  3. Provide an area for AZFS to keep equipment during construction.
  4. Be present at each project completion to do a walk through and make payment. If being present is not possible, the customer will arrange for someone over the age of 18 to be present and sign off at project completion OR automatically accept the project as completed to your satisfaction.
  5. Mark any private utilities such as, but not limited to: Satellite cables, non-public electrical lines, propane lines, irrigation lines, etc. that have been installed on the property.
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# Limited Warranty

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## 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 the contractor ("AZFS") to the customer ("Customer"). There are no other verbal or written warranties (unless the written warranty is attached to the agreement), no warranties which extend beyond the description on the face hereof, and NO WARRANTIES OF EXPRESS OR IMPLIED MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. AZFS does NOT warranty cosmetic or consequential damages.

## General Terms

- 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. AZFS does not warrant products not mentioned, 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. All products and services carry a 2 year warranty for workmanship and materials. AZFS workers are fully covered by Workers' Compensation insurance.

## Foundation Piles/Piers

AZFS warrants that the foundation piers will stabilize the affected area(s) against further settlement (See Limited Lifetime Warranty for details), or else Contractor will provide the labor and materials, at no cost to Customer, to correct the problem with the foundation piers. AZFS does not warrant to lift, to close cracks, to render doors and windows operational, or to move walls back to their original position, but will do its best to achieve positive results in this regard. Customer should be aware that damage can occur to the structure during a lift operation and that Contractor is not responsible for such damages. Foundation piers provide vertical support only and cannot be expected to provide lateral support. If lateral movement occurs, additional work may be needed at an additional cost.

## Slab Piers

- AZFS warrants that the slab piers will stabilize the affected area(s) against further settlement for ten (10) years from the date of installation, or else Contractor will provide the labor and materials, at no cost to Customer, to correct the problem with the slab piers. Contractor does not warrant to lift the slab back to its original position, but will do its best in this regard.

## SmartJacks

- AZFS warrants that the SmartJacks will stabilize the affected area(s) against further settlement for five (5) years from the date of installation, or else AZFS will provide the labor and materials, at no cost to Customer, to make any necessary adjustments to the SmartJacks. Additionally, the manufacturer of SmartJacks warrants that SmartJacks will, under normal use and service, be free from defects in material and workmanship for twenty-five (25) years from the date of installation (see manufacturer's warranty for more details). If changes occur due to excess moisture in the area(s) where SmartJacks are installed, an encapsulation system, drainage, and dehumidification may be necessary in such area(s) at an additional cost to Customer.

## CarbonArmor

Contractor warrants that CarbonArmor will stabilize the affected area(s) against further inward bowing at the center of the wall(s) repaired for twenty-five (25) years from the date of installation, or else Contractor will provide the labor and materials, at no cost to Customer, to correct the problem with the CarbonArmor. Walls that do not have CarbonArmor installed entirely from corner to corner, by Contractor, are not warranted. CarbonArmor is warranted only to stabilize the wall(s) and not straighten them. CarbonArmor is installed to prevent further bowing of the wall. Further leaning at the top of the wall is only warranted when CarbonArmor is installed with the ArmorLock anchor system. Shearing in at the bottom of the wall is not included in this Warranty and may require more work, at additional cost, to correct.

# Limited Warranty (Continued)

## Exclusions From This Warranty

Exclusions From This Warranty – This Warranty does not cover and AZFS specifically disclaims liability for: 1) exterior waterproofing; 2) system damage and/or injury caused by Customer’s negligence, misuse, abuse, or alteration; 3) dust incidental to installation; 4) utility line breakage including plumbing #4 applies unless Platinum Package is Purchased; 5) damage caused by mold; 6) 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 other cause outside of its control; 7) damage done during a lifting and/or a lowering operation; 8) basement water seepage; 9) damage caused by lateral movements and forces of hillside creep, land sliding or slumping of fill soils of deep embankments.

## Items For Which Customer Is Responsible

Items For Which Customer Is Responsible – Customer is responsible for: 1) making full payment to the crew leader upon completion of the work; 2) preparing the work area for installation; 3) any cosmetic repairs such as carpentry, painting, flooring services, paneling, landscaping, etc. that may be necessary after AZFS work is finished; 4) marking any private lines such as satellite cables, electrical, propane lines, sprinkler system lines, etc. 5) maintaining positive drainage away from the repaired wall(s); 6) keeping gutters clean and in good working order; 7) directing downspouts a sufficient distance away from the repaired wall(s); 8) any items mentioned in this Contract under “Customer Will” or “Additional Notes.”

## Warranty and/or service calls

Warranty and/or service calls - A \$75 trip fee will be billed to the customer if product failure is not discovered. If a floor level survey is required to identify product failure, AZFS will bill the customer \$250. If it is found that the products are not performing, the \$250 charge will be refunded to the customer. If verifying the levels of the foundation is required to honor any warranties and modifications have been made to the concrete/foundation surface including grinding and/or installation of new flooring products, a new floor level survey must be completed at a cost of \$250 to document the new surface levels of the foundation. It is the responsibility of the customer to contact AZFS and schedule the data collection date for the updated floor levels. AZFS will not be able to identify any product failure if this is not completed and as a result will not be able to honor warranties against movement. All warranty and/or service requests must be made in writing. This can be standard letter format and/or email format. Requests sent by email must be sent to warranty@azrm.net. The customer/client must present the original agreement, repair plan and warranty paperwork in order to receive warranty work.

# Project Recommendations

## Lift and stabilize settlement

Qty                      Product Name

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### Concrete: Lift Settled Concrete

165.6              Concrete Lift & Level

CONCRETE LIFT AND ATTEMPT TO LEVEL: If installed inside the home, flooring will need to be removed. If customer chooses to have AZFS drill through the grout lines they must understand that lift attempt is limited. We cannot listen for proper void fill as well as we cannot see if any cracks are present under the tile. Foam may come up under unforeseen cracks and tile may be damaged.

AZFS will not be responsible for any tile damage at all. Install material as indicated on job drawing. Core holes approximately the size of a penny through the floor/concrete. Pump PolyLEVEL® to fill voids and raise the slab to it's HIGHEST PRACTICAL MAXIMUM. --PolyLEVEL® pricing does not include removal and/or replacement of any flooring. --If holes are cored and lift/desired lift is not achieved, no refunds and/or credits will be issued. --Price point assumes a 2" void. If the void is larger than an average of 2", additional charges will be added to recoup the costs involved. -- Grinding/Plaining may need to be performed to create a smooth transition between slabs and is not included in the scope of work. Crack repair/stitching is also not included. --Customer is aware that some cosmetic damage may occur and will not hold AZFS responsible if this does occur.

Includes: Interior Poly

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1                      Mobilization - Concrete

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1                      Locate Utilities (CR)

UTILITY LOCATION - AZFS to coordinate utilities locating service. AZFS cannot be held responsible for utilities the locating service cannot locate.-

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### Foundation Repair: Permanently Stabilize Foundation

1                      Underpinning - Concrete R & R w/ Hand Dig (CR)

PILES CONCRETE R&R W/ HAND DIG- Remove concrete at documented number of underpinning locations. Removal assumes concrete is 4" thick or less with no reinforcement. Replace concrete at documented number of underpinning locations. Color will vary from original concrete. AZFS will not match concrete. Thicker/reinforced concrete may require an increase in price. Concrete replacement does not include decorative finishes, paver/tile removal/replacement or decorative coatings. AZFS will Hand Dig in the same areas that concrete is removed. Quantity of locations stated under Product List.-

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1                      Locate Utilities - Foundation

UTILITY LOCATION - AZFS to coordinate utilities locating service. AZFS cannot be held responsible for utilities the locating service cannot locate.

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1                      MOBILIZATION

MOBILIZATION - includes loading, unloading, set up, tear down and transportation to the job site and back of necessary equipment and materials.

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# Lift and stabilize settlement

1 Permit - Foundation (CR)  
PERMIT & ADDITIONAL ENGINEERING- AZFS to obtain permit for foundation work. Includes fee from the municipality, permit specified design and engineer seal. AZFS cannot control the amount of time it takes for the municipality to review and issue the permit. -

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13 Push Pier  
Install to support the foundation as shown on job drawing/repair plan using a galvanized bracket, galvanized external sleeve, galvanized top plate, and zinc plated through bolts and nuts. Pile size to be determined in engineering during the permitting process. --Price includes a maximum 15' of depth. No refunds or credits for steel footage not used if pile reaches load bearing strata prior to 15'. If additional depth is needed to reach load bearing strata, an additional charge of \$35 per foot will be added to the total. --If the excavator cannot be used to expose the footing, an additional charge of \$150 per pile location will be added to the total price. --Price assumes existing footings are within standard size of a maximum 3' depth and extending a maximum of 6" from the stem wall. If oversize/deeper footings exist, an additional charge will need to be added to cover additional labor and wear/tear on chipping equipment. --If an acceptable minimum pile depth cannot be achieved, pre-drilling must be performed at \$40 per foot of required drilling.

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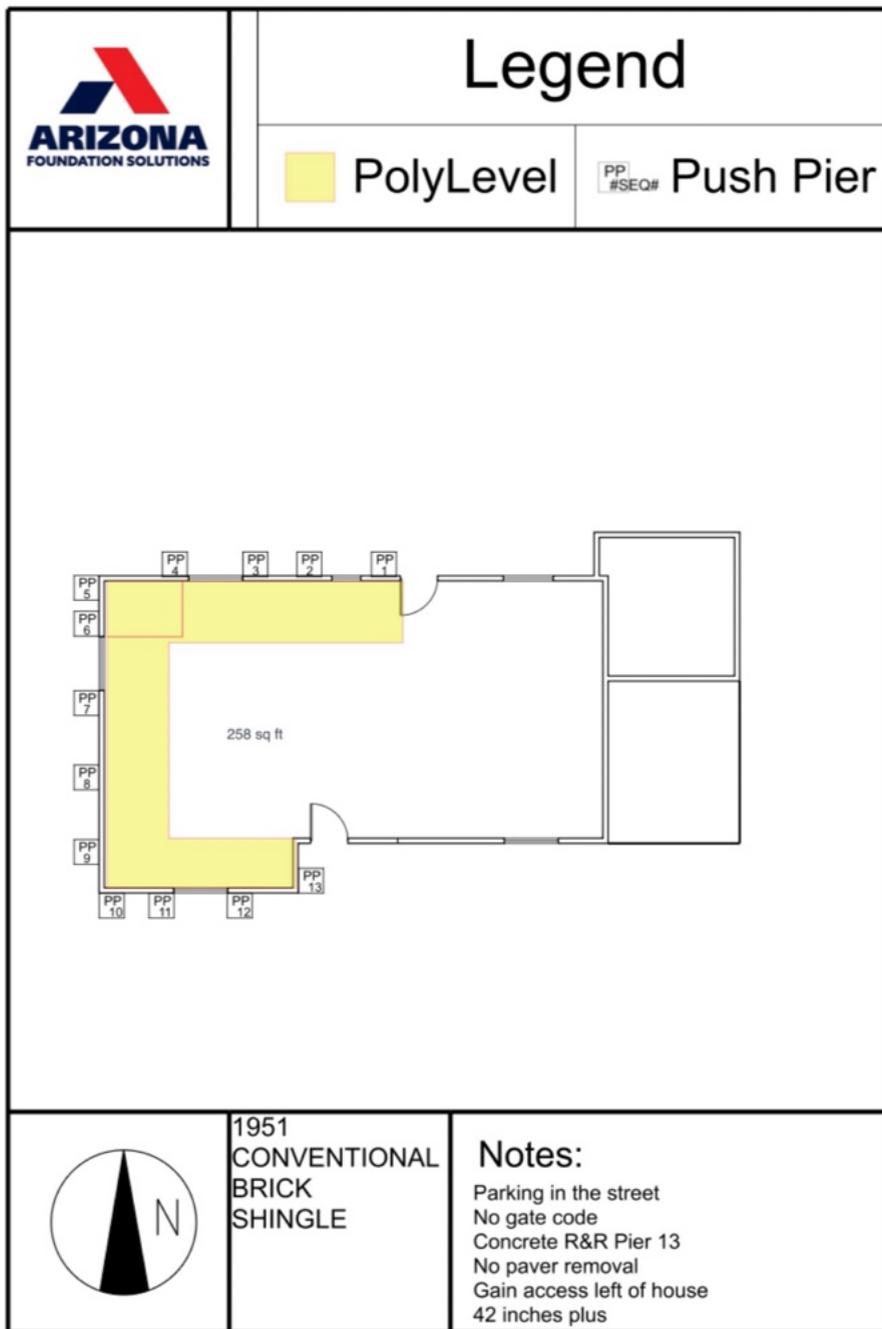
13 Lift Procedure  
LIFT PROCEDURE - Attempt to lift foundation to the HIGHEST PRACTICAL MAXIMUM. Ability to lift is subject to field conditions. AZFS does not guarantee to achieve lift, level, close cracks, render doors and windows operational or to move walls back to original position, but will do our best to achieve positive results in this regard. --If customer is not present for the lifting operation, the customer automatically accepts the sole discretion of the AZFS employees on when the foundation has reached it's highest practical maximum. --If an additional attempt to lift is requested after the project is complete, AZFS will provide this service at a charge of \$500 per pile. --Customer is aware that damage can occur during the lifting process and the customer will not hold AZFS responsible if damage does occur.-

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<b>Total Investment</b>	<b>\$48,117.31</b>
<b>Total Contract Price</b>	<b>\$48,117.31</b>

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# Recommended Drawing





# Pier & Smart Jack Warranty

## LIMITED LIFETIME WARRANTY

**A. Sole and Exclusive Purpose-** The sole and exclusive purpose of the LIMITED LIFETIME WARRANTY is to provide free adjustment, repair or replacement of the Arizona Foundation Solutions Steel Pier and Smart Jack during the Warranty period -lifetime of the structure- should Arizona Foundation Solutions Steel Pier fail to perform as intended within the limited and exclusions herein stated.

**B. Failure to Perform-** A Pier or Smart Jack fails to perform as intended when the foundation it is supporting in the immediate area of the work settles or moves downward 3/10" or more after the completion of the work. Includes failure due to corrosion. Smart jack adjustments are only for a period of 5 years from date of install. AZFS will need to be called and will be deemed if Smart Jack adjustment is necessary by our service department.

**C. Sole & Exclusive Remedy-** The Sole and Exclusive remedy, which Arizona Foundation Solutions is obligated to provide for Pier failure, is limited to repair, replacement or adjustment of the Arizona Foundation Solutions Steel Pier and Smart Jack.

## WARRANTY TRANSFER

There is no transfer fee associated, it is required to transfer the LIMITED LIFETIME WARRANTY within 60 days of the title transfer of title transfer of property.

## EXCLUSIONS OF THE LIMITED LIFETIME WARRANTY

- **Products-** Any product other than the Steel Pier or Smart Jack NOT included in this warranty coverage.
- **Heave-** Piers are designed to support the foundation from downward movement not upward movement of soil expansion. This is why heave is not covered on pier system installation.
- **Settlement-** Settlement of any part of the foundation the pier is not supporting. Settlement of the interior floor, the slab, or foundation is excluded except in the immediate area of The Work as described in I.B. "Failure to Perform."
- **Area of Responsibility-** All areas outside the immediate area of The Work are excluded from this Warranty
- **Consequential Damages-** This LIMITED LIFETIME WARRANTY does not include and repair which is the result of consequential damages including damage to concrete, brick, mortar, sheetrock, wallpaper, paint, rigid materials or furnishings.

- **Excavation Pits-** Are warranted against consolidation for 6 months as unknown voids/soil conditions, bad grading/storm water and/or irrigation may cause these pits to consolidate over time.
- **Catastrophic Events-** The installation of Arizona Foundation Solutions piers will not prevent damages caused by Slope Failure, Soil Creep, earthquake, flood, seismic explosions or tornadoes. The Owner shall not hold Arizona Foundation Solutions responsible for direct damages should they occur.

## INCLUSIONS

The Following are included as part of the LIMITED LIFETIME WARRANTY by Specific Reference: Contract for The Work, Limitations for The Work, Service Plan, Cost of Services

## LIMITED LIFETIME WARRANTY and Causes of Foundation Failure

**THE WRITTEN TERMS OF THIS LIMITED LIFETIME WARRANTY, AS EXPRESSED ABOVE, REPRESENT THE ENTIRE WARRANTY OBLIGATION OF ARIZONA FOUNDATION SOLUTIONS. NO OTHER AGREEMENTS, UNDERSTANDINGS, REPRESENTATIONS OR WARRANTIES EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, HAVE BEEN MADE OR ARE MADE BY ARIZONA FOUNDATION SOLUTIONS.**

## FINAL PAYMENT

The LIMITED LIFETIME WARRANTY becomes valid only upon receipt of final payment.

Please Hold On To All Documentation and Warranties. It is the Sole Responsibility of the Home Owner to provide this information to AZFS to honor warranty and workmanship. We will not be held responsible to provide proof of install nor records of any system installation.

2002 N 25th St

Property Address

Job Completed Date

Owner (Print)/(Signature)

Authorize Representative (Print)/ (Signature)



# Poly Level Warranty

## WARRANTY PERIOD

**A. Concrete Leveling** – For concrete slabs raised with PolyLEVEL, Contractor warrants that the area where the slab of concrete was lifted will not settle more than ¼ inch for a period of two (2) years from the original date of installation. If it does, Contractor will provide the labor and materials to re-lift the area at no additional charge to the Customer. If any cracking of the concrete should occur during the installation, Contractor will rout out the crack and apply sealant at no additional cost to Customer. Contractor does not represent that PolyLEVEL will lift the Customer’s slab to meet any criteria of levelness, but instead that it will lift the slab as much as practical.

**B. Joint and Crack Sealant** – For areas where Contractor has installed PolyLEVEL Joint Sealant (“Sealant”), Contractor warrants that Sealant will remain intact for a period of one (1) year from the original date of installation. If Sealant does not stay intact, Contractor will re-apply Sealant to the area at no additional cost to Customer.

**C. Concrete Protection** – For areas where Contractor has installed Concrete Protection (exterior or garage), Contractor will increase poly warranty to five (5) years. It warrants that the concrete will not experience settlement that causes a trip hazard of more than ¼ inch and Sealant warranty will also be increased to two (2) years from the original date of installation. If the concrete settles and causes a trip hazard of more than ¼ inch and/or Sealant does not stay intact, Contractor will repair the area at no additional cost to Customer.

**D. Concrete Flatwork** – Contractor warrants that new concrete poured by Contractor will not experience settlement that causes a trip hazard of more than ¼ inch for a period of one (1) year from the original date of installation, or else Contractor will provide the labor and material, at no cost to Customer to replace the area affected. Concrete that has joints that are not properly sealed are not warranted. This warranty applies only to areas where the system was installed.

## ITEMS FOR WHICH THE CUSTOMER IS RESPONSIBLE

- Maintaining positive drainage away from the foundation.
- Keeping gutters clean and in good working order
- Directing downspouts a sufficient distance away from the repaired wall(s)
- Maintaining proper expansion joints in concrete slabs
- Water seepage into any area of the basement. When trenching and excavation is done during the repair, Contractor recommends a waterproofing systems in the basement. However, water seepage is not covered by this Warranty and may require a waterproofing system from Contractor at an additional cost to Customer.

## PAYMENTS AND WARRANTY PERIOD

This Warranty is transferable at no charge to the future owners of the structure on which the work specified in this warranty is completed. This Warranty is in effect if the job is completed and paid in full and alternatively, is null and void if full payment is not received. If at a later date, Customer fails to pay Contractor within thirty (30) days for additional services Contractor provides to Customer at Customer’s request (for example, an annual maintenance appointment), this Warranty will be suspended until full payment is made. Contractor does not warrant products not mentioned above, but some of such products may be covered by a manufacturer’s warranty. All material used is warranted to be as specified on the proposal. All work will be completed in a workmanlike manner according to the standard practices of the industry. Contractor’s workers are fully covered by Workers’ Compensation insurance.

## EXCLUSIONS FROM THE WARRANTY

This Warranty does not cover and Contractor specifically disclaims liability for: 1) exterior waterproofing; 2) any system that has been altered; 3) dust incidental to installation; 4) damage to property including, but not limited to, floor coverings, furniture, all personal property, stored items, finished wall, and other objects inside foundation of the structure on which work was completed; and 5) any damages caused by mold including, but not limited to, property damages, personal injury, loss of income, emotional distress, death, loss of use, loss of value, and adverse health effect, or any other effects; 6) any failure or delay in performance or damages caused by acts of God (flood, fire, storm, etc.), acts of civil or military authority, or any other cause outside of its control; 7) damages done during a lifting operation; 8) water seepage in the basement; 9) heave or any damages caused by heave; and 10) breakage of any utility lines.

## STANDARD EXCLUSIONS PERMITTED BY STATE LAW

This Foundation Limited Warranty (the “Warranty”) is made in lieu of and excludes all other warranties, express or implied, and of all other obligations on the part of Arizona Foundation Solutions (the “Contractor”) to the customer (the “Customer”). There are no other verbal or written warranties.

There are no warranties which extend beyond the description on the face hereof, including no warranties of express or implied merchantability and no warranties of express or implied fitness for a particular purpose, including foundation repair.

Please Hold On To All Documentation and Warranties. It is the Sole Responsibility of the Home Owner to provide this information to AZFS to honor warranty and workmanship. We will not be held responsible to provide proof of install nor records of any system installation.

2002 N 25th St

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Property Address

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Job Completed Date

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Owner (Print)/(Signature)

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Authorize Representative (Print)/ (Signature)



## Terms, Conditions and Customer Responsibilities

Job mobilization is defined as loading, unloading, set up, tear down and transportation to the job site and back with necessary materials. All jobs are bid to be completed in one mobilization. If the customer causes additional mobilizations, an additional charge will be added to recoup the costs.

Customer is aware that stabilization of the perimeter foundation and/or slab(s) is most important. Lifts can only be an attempt. AZFS cannot guarantee foundation or slabs can be lifted or level. Not achieving desired lifts do not entitle customers to any discounts or refunds. Homeowner must be present during lift attempt(s) and after the work completion to pay per project. All cosmetic repairs such as - but not limited to flooring services, patching drywall/sheet rock/plaster, carpentry, painting, siding, stucco, block/brick work, decorative concrete, pavers etc. are EXCLUDED and are the sole responsibility of the customer. Final product location and ability to install is subject to field conditions. Adjustments may have to be made during the project to accommodate field conditions. AZFS recommends waiting at least 12 months after installation before investing in cosmetic repairs.

Contracts that are placed "on hold" by the customer, process cannot be "on hold" longer than 90 days. If hold time surpasses, AZFS will re-bid the price of the work at current newer pricing at that current time. Please contact your foundation design specialist immediately for any known delays.

The property owner has the right to file a written complaint with the Arizona Registrar of Contractors for an alleged violation of section 32-1154, subsection A, if we violate what is in writing in this contract. Any complaints must be made within the applicable timeframe as set forth in section 32-1155, subsection A. The ROC can be contacted at (602) 542-1525 or online at [www.azroc.gov](http://www.azroc.gov). ROC 345688 / 348728.

### **SCHEDULING:**

For your protection, AZFS management must review and approve any job/project submitted by AZFS employees. This helps us make sure we minimize the potential for additional charges due to installation challenges. We initially provide "Tentative Dates", this secures a date for you on our calendar but may need to be rescheduled if delays are experienced. Your project will NOT be officially scheduled until this review process has been completed and permits (if necessary) have been issued/approved by the municipality. AZFS will confirm once the permits are received and once the dates are officially on the calendar. No discounts, credits or refunds will be issued because of work backlog or reschedules.

If customer requests that work be rescheduled or cancelled within 48 hours of installation date an additional mobilization fee (\$1500) will be assessed.

All scheduling of projects is completed by the scheduling department available at 602-470-1311 or [scheduling@azrm.net](mailto:scheduling@azrm.net). Please copy your Design Specialist on any emails.



## Terms, Conditions and Customer Responsibilities

### **CUSTOMER RESPONSIBILITIES:**

Customer is responsible to ensure the scope matches their expectations. This agreement excludes any products or services NOT listed in writing. No verbal/oral/spoken representations expressed or implied of any scope of work, services, results, outcomes or warranties will be honored. Anything listed under Customer Will and Additional Notes. Landscape restoration, including irrigation repairs, is the sole responsibility of the customer. If bushes are not removed prior to work start AZFS will charge \$250 per bush removal. Customer to maintain positive drainage away from repaired areas and keep gutters clean and in good working order with downspouts discharging a sufficient distance (10' minimum if property will allow) away from the foundation. Customer allowing water to flow to and/or pool near repaired areas is considered negligence and could void the warranty. Customer agrees to release AZFS from responsibility for system damage or injury that is a result of customer negligence, misuse, abuse or alteration of any product or work area.

### **PAYMENT:**

Deposits are applied to the project with the highest dollar amount. Each line on page 1 is considered a project. Customer agrees to pay the Crew Leader for each individual project in full at the completion of each project. Method of payments -credit/debit card, check/cashier's check or cash. Customers who finance the project agree to complete and sign/digitally sign any forms required by the financing company at the completion of each project.

Notice to owner of applicability of Arizona prompt pay act (Notice required by Arizona Revised Statutes section 32-1188) Attention: Your obligations to pay your contractor are subject to the Arizona prompt pay act. That act is set forth in title 32, chapter 10, article 5, Arizona Revised Statutes. The full text of the statutes is available at your local public law library or on the internet. Under that act, you have the right to withhold all or a portion of a payment to a contractor for a variety of reasons, including defective construction work that has not been corrected. However, to do so, you must issue a written statement setting forth in reasonable detail your reasons for withholding payments within fourteen (14) days after the date you receive a billing or estimate. If you fail to issue the written statement within that period, the billing or estimate will be deemed approved. Once the billing or estimate is deemed approved, you must pay the billing or estimate within seven (7) days. Generally, you are limited by the act to withholding only an amount that is sufficient to pay the direct costs and expenses you reasonably expect to incur to protect you from loss for which the contractor is responsible. You are encouraged to read the act in full to know your obligations and rights. Upon substantial completion: An invoice for payment shall be deemed certified unless at the time presented the owner prepares and issues a written statement stating in reasonable detail the reasons for not certifying or approving all or a portion of the billing.



## Terms, Conditions and Customer Responsibilities

### **EXCLUSIONS:**

Dust is incidental to installation. AZFS will do our best to contain and minimize dust. This agreement excludes any products or services NOT listed in writing. No verbal/oral/spoken representations expressed or implied of scope of work, services, results, outcomes or warranties will be honored. AZFS is not responsible for any damage to utilities or underground lines. Costs for additional work that would be required due to previous attempts to repair the foundation and/or unknown conditions are not included in the cost of this agreement unless stated in the Additional Notes section.

### **CANCELLING OR TERMINATING THE CONTRACT:**

You are entering into a legally binding contract. You may cancel this contract, be entitled to a refund of any deposit paid if you cancel in writing within three (3) calendar days from the date you digitally/physically signed this contract. Cancellation must be in writing and the postage date or date of the email must be within such cancellation period, specifically reference the contract, and state that the contract is canceled. Otherwise, you may terminate this contract, at any time, for your convenience and without cause upon written notice to AZFS stating that the contract is terminated. If the contract is terminated before work has physically commenced, then AZFS shall be entitled to retain any deposit paid under this contract. If this contract is terminated in writing by you after work has physically commenced, then AZFS will cease work and shall be entitled to retain any deposit and additionally receive payment for the work performed and costs incurred by reason of such termination along with reasonable overhead and profit only on the work not executed. Any method other than written letter addressed to AZFS or email addressed to [legal@azrm.net](mailto:legal@azrm.net) attempting to cancel or terminate this contract (e.g. in person, phone, voicemail, text, fax, etc.) will not be acknowledged by AZFS. AZFS has a legal right to charge up to 50% of the project price if additional costs beyond the mandatory 25% payment have been accumulated. The customer/client agrees that the venue of any legal dispute or proceeding will be in Maricopa County and agrees to submit to personal jurisdiction in such court. In the event of any legal proceeding, the substantially prevailing party will be entitled to recover its reasonable attorney's fees and all costs, including reasonable expert witness costs.

### **WARRANTY:**

Warranty is only valid in area of repair. Warranty becomes valid after final payment. Customer must present warranty to receive warranty work. All products and services carry at least a 2-year warranty on workmanship and materials. Any warranty beyond the 2-year workmanship and materials guarantee must be in writing on the agreement or attached to this agreement. No verbal/oral warranties will be honored. Warranty does not cover incidental or consequential cosmetic damages and/or utility damages. Lifetime warranties carry a \$300 transfer fee.

All warranty requests must be made in writing. Email all requests to [warranty@azrm.net](mailto:warranty@azrm.net) or mail to our office via certified USPS. Feel free to copy your Design Specialist on any email warranty request.