



Foundation Repair



Crawl Space Repair



Basement Waterproofing



Egress Windows

Repair Plan: 289093804 | 288952349

Repair Plan Name: Basement walers

Repair Plan Date: 7/22/2026

Presented By: Eric Colon

Email: ecolon@accuratebasementrepair.com

Phone: (414) 379-5337

Licensed * Bonded * Insured

All proposed work per State of Wisconsin Uniform Dwelling Code, Chapter VI, Section 30.50

Billing Address:

Brett Furuta
3700 N 99th St
Milwaukee, WI 53222 USA

Job Address:

3700 N 99th St
Milwaukee, WI 53222 USA

JOB NOTES

Created by ArcSite drawing Basement walers with version 1

REPAIR PLAN

SERVICE

NAME	SCOPE OF WORK	QTY
Additional Crew Labor Hours	Additional Crew Labor Hours: Additional labor required for specific project needs including conditions found. Details may be added under Additional Details & Obligations section of the agreement. This is for HIS Prep Work only.	2
Fuel Surcharge	Fuel Surcharge:	1
Permit Fee	Permit Fee: This includes all necessary permits that your municipality requires for waterproofing and/or structural repairs. This does not include electrical permits that may be required in your area and may be the responsibility of the homeowner or electrical contractor.	1
Utilities Safeguard	Utilities Safeguard: This is to cover repair/replacement of private utility lines that are not marked on the property.	1
RockSolid Wall Brace - with WP	RockSolid Wall Brace - with WP: Steel Waler beam reinforcement to stabilize horizontal bowing of concrete wall. Installed in conjunction with a water proofing system. (Note floor joist orientation)	10



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PRICING INFORMATION

Discount \$0.00

Tax \$0.00

Total \$13,185.00

Deposit: \$0.00

Total To Pay \$13,185.00

Thank you for choosing Accurate Basement Repair !

DISCLAIMERS

Fireplace Disclaimer

If a fireplace is present in the work area, Accurate Basement Repair does not provide warranty coverage for the fireplace or surrounding area. Accurate Basement Repair shall not be held liable for any damage to fireplace bricks or structural components resulting from the installation of drain tile or other system components near the fireplace.

Floor Coverings Disclaimer

- **Asbestos Tile:** Homes constructed between the 1920s and 1980s may contain asbestos tile, typically 9" x 9" but available in other sizes. It is the homeowner's sole responsibility to test and, if applicable, abate any suspect tile prior to installation. State law prohibits Accurate Basement Repair' personnel from removing asbestos-containing materials. Homeowners may remove such material themselves but must comply with applicable state and federal regulations.
- **New Concrete:** Freshly poured concrete must remain exposed for a minimum of 30 days post-installation to allow for proper curing.
- **Floor Coverings:** Accurate Basement Repair is not responsible for any damage to floor coverings or personal property resulting from moisture wicking or the installation process. The homeowner is responsible for removing all floor coverings from the work area prior to the arrival of the installation crew.

Excavation Disclaimer

The scope of work includes excavation that will significantly disrupt the surrounding landscape. The homeowner is responsible for:

- Removing any landscaping, shrubs, bushes, or other plant material they intend to preserve, prior to installation.
- Replacing all removed landscaping and completing post-installation landscape restoration, which is not included in Accurate Basement Repair' estimate.
- Maintaining final grade after excavation. Accurate Basement Repair does not perform soil compaction or final grading. Natural settling will occur and may take several years to stabilize.



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- Marking any private utility lines prior to installation.

Accurate Basement Repair will take reasonable precautions during excavation; however, due to weather conditions and soil composition, the property may experience ruts, mud, and other disturbances. Equipment access may require up to 30 feet of clearance from the structure.

Water Management – Iron Bacteria Disclaimer

Iron bacteria (iron ochre) may form in environments with water, dissolved iron, and limited oxygen. The presence of iron bacteria can result in rust-colored slime, staining, and foul odors. These bacteria are non-pathogenic but can interfere with the performance of water management systems.

Indicators of iron bacteria may include:

- Red/orange staining in sump pits or on floors.
- Oil-like film on water surfaces.
- Slime buildup in plumbing or drainage systems.

Accurate Basement Repair is not liable for the presence, growth, or recurrence of iron bacteria, nor for any resulting system performance issues or necessary remediation.

Electrical Outlet Disclaimer

Per applicable electrical code, a working electrical outlet must exist within six feet of the sump pump. If no such outlet exists, the homeowner is responsible for hiring a licensed electrician to complete the installation. Accurate Basement Repair does not install electrical outlets.

Foam Lifting and Leveling Disclaimer

Due to structural and environmental conditions, Accurate Basement Repair does not guarantee a level finish upon completion of foam lifting or leveling services. Full lift may not be achievable in all cases due to:

- Pre-existing structural issues.
- Concrete defects.
- Subsurface conditions.

Damage to existing finishes (e.g., drywall, flooring, door/window alignment) is a known risk when lifting settled areas and is not the responsibility of Accurate Basement Repair. Weight redistribution may cause settling in adjacent areas. While all reasonable care will be taken during the process, Accurate Basement Repair shall not be liable for such damage. Clients with concerns are encouraged to discuss potential outcomes with their design technician prior to work commencement.

AUTHORIZATION PARAGRAPH

I hereby authorize Accurate Basement Repair to perform the services outlined in the Estimate Repair Plan for a total amount of \$13,185.00. I acknowledge that I have reviewed and agree to all applicable



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Terms and Conditions associated with this authorization, including receipt of the Notice of Right to Cancel, and confirm my understanding of those rights.

General Acknowledgements & Agreement

Waterproofing System Acknowledgements

If Customer is purchasing a Accurate Basement Repair, LLC Waterproofing System (the "System") for the basement and/or crawlspace of their structure, all work will be performed in a workmanlike manner in accordance with locally applicable codes and Accurate Basement Repair, LLC-approved methods, materials, and procedures. The specific installation design for Customer's structure is based on Contractor's professional expertise and Customer's description of its ongoing waterproofing problems.

Customer acknowledges and agrees that Contractor will rely on Customer's description of the ongoing waterproofing problems in the design of the System Customer has chosen to purchase.

Should Customer elect to purchase any System option other than the full perimeter system ("Full Solution"), Customer acknowledges and agrees that the Accurate Basement Repair, LLC' Warranty applies only to the immediate areas where Customer has chosen to have the System installed. Customer further acknowledges and agrees that leaking may occur in areas not waterproofed by the System. If leaking occurs in areas not originally waterproofed by the System, Customer will incur additional costs at Contractor's then-prevailing rates to extend the System to such areas as Customer requests.

Sump pumps, backup pumps and batteries provided by Contractor are covered under separate manufacturers' warranties which will be provided to Customer. Contractor will respond to service calls regarding the System within a reasonable time after receipt of a service call request. Services not otherwise covered by a warranty will be billed to you at Contractor's then-prevailing rates.

Customer is responsible for discharge lines located outside their structure and Customer acknowledges and agrees that such exterior discharge lines must be periodically cleared of debris for the System to properly function. Upon request, Contractor will service such exterior discharge lines at Contractor's then-prevailing rates.

Customer is responsible for installing an electrical outlet for the sump pump and/or backup system charger (unless otherwise specified in writing). Customer acknowledges and agrees to always keep the sump pump and/or backup system plugged in. Customer is responsible for reinstalling and/or replacing all items including but not limited to appliances, plumbing fixtures, cabinets, shelving, wall and floor coverings, etc., moved or removed before, during or after installation of the System (unless otherwise specified in writing).

Foundation Repair Acknowledgements

Customer acknowledges that if foundation repair work is performed on their structure, there are three distinct and separate phases for any foundation repair work:

(1) Preparation of work area (Customer's responsibility) (2) Foundation Repair (Contractor's responsibility) (3) Restoration of work area (Customer's responsibility).

Customer agrees to make the work area accessible before crew arrival with all necessary prep work completed. If Contractor's personnel must perform Customer's prep work, there will be an additional charge. Customer agrees to release and hold Contractor harmless from any cost or liability resulting from this work. Any change in the Job Plan price requires a Change Order signed by Customer.

Upon request of Contractor, Customer agrees to have natural gas lines in the work area disconnected and reconnected by a competent professional.

Customer understands that final landscaping is Customer's responsibility. Contractor agrees to restore outside work area to approximately the original contour. In the event earth settlement occurs after job completion, additional charges may be incurred to correct such situation. In any situation where excavation is required, new waterproofing issues may occur, and Customer hereby releases Contractor from any cost or liability resulting from excavation work. Customer acknowledges that any repair or replacement of new concrete, grout or filler work will not match original concrete color or texture on property and cannot be made to match via additional pigmentation additives.

Customer acknowledges that the price quoted is an estimate and may vary from final price.

Solution Specific Acknowledgements

• **Dropped Footing – Underpinning (Helical & Piers)**

- Customer acknowledges that stabilization will be achieved, and such stabilization will be covered by the Warranty. Since lifting is dependent on factors which are unknown until work begins, Customer acknowledges that some or all cracks may not be closed.
- Customer acknowledges the installation process may result in additional cosmetic damage (i.e. cracks, glass breakage, etc.) and hereby agrees to release and hold Contractor harmless from any cost or liability for such damages.

• **Bowed Walls – Wall Stabilization (I-Beams, Helical Tiebacks)**

- For Helical Tiebacks only, Customer acknowledges that stabilization will be achieved and such stabilization will be covered by the Warranty. Since straightening the wall is dependent on factors which are unknown until the work begins, Customers acknowledges that some or all cracks may not be closed.
- In an I-Beam installation, permanent stabilization is achieved once the wall comes into sufficient contact with the I-Beam.

• **Floor Stabilization**

- Customer acknowledges that flooring stabilization is to stabilize floor only and may not bring floors back to a perfect level. Any attempt to lift the floor system must be in writing within the scope of work above and a separate charge will be incurred to do so. No promise of results will ever be either implied or guaranteed.
- Contractor is not responsible for any damages due to attempted lift. Customer must be present at all times during any attempt of floor lifting.

• **Chimney**

- If a Chimney is involved, Customer agrees to have the Chimney's structural integrity inspected by a competent professional after job completion. A licensed Chimney professional should clean and inspect the chimney to ensure proper working order and safe condition before lighting a fire. Customer also agrees to have a licensed roofing contractor inspect the flashing, if needed. Any necessary roofing or chimney repair is at the owner's expense. These requirements are for the safety and protection of the Customer.

Terms & Conditions

1. **Services:** Accurate Basement Repair, LLC ("Contractor") shall perform each of the services listed in the Scope of Work listed above (the "Services"). You, the customer named above ("Customer"), agree that Contractor shall have no duty to provide any services or deliver any goods other than described in the Scope of Work.
2. **Changes to Scope of Work / Additional Charges:** Customer acknowledges that it is impossible in all cases for Contractor to precisely assess the scope of needed Services prior to commencing work. During the course of providing the Services, Contractor may discover additional conditions or damages that must be remedied. In the event such additional conditions or damages are discovered, Customer authorizes Contractor to perform such certain additional services (the "Additional Services") and agrees to reasonably compensate Contractor therefore in accordance with the following:
 - a) **Change Order:** Contractor may request or Customer may order changes in the Services that impact the Estimate Price or the anticipated completion date. All such changes in the Services that affect the Estimate Price or anticipated completion date shall be formalized in a written change order (each, a "Change Order"). Any changes to the scope of work reflected in this Agreement, including any Additional Services, will be memorialized in a Change Order executed by both Contractor and Customer. Contractor reserves the right to cancel this Agreement if, upon beginning work, adverse conditions are found which in Contractor's judgment may effectively prevent the installation of agreed upon Services or prevent the systems from operating properly once installed. If so cancelled, Contractor will repair the affected areas at its cost.
 - b) **Normal Construction:** This Agreement assumes normal construction, concrete thickness, and footing depth (no more than two feet below interior slab or exterior grade) and further assumes compliance with applicable building codes. If unforeseen subsurface conditions are encountered, additional charges may be levied (at the contractor's option) to prepare the area for installation. If corrections are not made all warranties are void.
 - c) **Undisclosed Conditions:** If Contractor encounters any unforeseen or undisclosed conditions in performing the Services, additional charges may be incurred (at Contractor option) to provide for and/or correct these conditions. If Contractor recommends that such corrections be made but Customer declines, then all warranties are void.

- d) Footings and Floors. This Agreement is based on a standard width footing (not over sixteen (16) inches wide) unless otherwise specified. If wider footings are encountered, a surcharge of \$7.50 per linear foot will be charged at Contractor's sole option. If a monolithic slab is encountered, an alternative inside waterproofing method must be employed and a surcharge of \$50.00 per linear foot will be charged. This contract is based on standard floor thickness not to exceed five (5) inches in depth. If thicker floors are encountered, a surcharge of \$10.00 per linear foot per inch of depth will be charged at Contractor's sole option. In each case, Customer will pay Contractor such additional charges.
 - e) Pier Depth. Customer acknowledges that it is impossible to determine in advance how deep Contractor must drive to reach a load bearing strata and/or how deep Contractor must excavate to uncover footing to install piers. The cost quoted for piling covers up to twenty-one (21) feet in depth for driving helical piers. Any necessary drilling in excess of this depth shall be charged at a cost of \$45.00 per additional foot based on material usage. Total depth is cumulative across all helical piers installed during a single project. Pier logs are maintained to document all pier installations. Additional charges may apply when equipment is used and an excavation with equipment is greater than 4' and/or when the excavation must be dug by hand. Discounting does not apply to overages. Customer will be notified of any average drive or excavation depth as encountered per pier. Additional charges based on documented drive and/or excavation depth will be presented via Change Order during the installation process to update the Job Plan price. Failure to accept overage charges may result in a redesign of the Job Plan based on customer's financial restrictions. Per additional foot. Push piers installations do not have a drive depth clause, and no overage fees will apply regardless of the drive depth required to install to load bearing strata, however excavation depth charges may still apply.
 - f) Crack Injections. The minimum charge to mobilize and inject cracks in foundation walls is \$1,200.00.
3. Payment Obligations: Customer shall pay to Contractor the remaining balance owed under this Agreement (less any deposit already paid) upon completion of Contractor's work. This Agreement (including any Scope of Work) serves as the invoice and no additional billing statements shall be issued. Until paid in full, Contractor may charge interest at the lesser of (a) one percent (1%) per month or (b) the highest interest rate allowed under applicable law, on any such amounts which are not paid within ten (10) calendar days of when they become due. Unless precluded by applicable law, Customer shall be responsible for and pay any costs incurred in attempting to collect monies owed hereunder, including court costs and reasonable attorneys' fees. Customer understands that until full payment for Services is received, all warranties offered by Contractor are void. The return of a check (electronic or paper) issued to Accurate Basement Repair, LLC due to insufficient funds, closed account, stop payment, etc. will result in a \$100.00 returned check fee. This fee will be incurred by any individual, vendor, or employee on whose behalf the check was presented for each returned check, no matter the reason. If the returned check has not been redeemed within the stated time frame on the notification, a late fee not in excess of 10% of the past-due amount, or \$250.00, whichever is less, will be levied, and Accurate Basement Repair, LLC will begin its collection proceedings. Any payments due made by wire transfer shall result in a \$50 transfer fee that will be added to the balance due.
4. Customer Duties:
 - a) Presence at Jobsite. Customer must be present at the Jobsite for the start and the completion of the project. Contractor's production crews will arrive each day between 8:30 a.m. and 9:30 a.m. unless otherwise stated. Contractor's foreman will contact Customer two (2) hours before completion.
 - b) Clear Work Area. Customer shall clear all work areas where Services are to be performed (collectively, the "Workspace"). This includes removal by Customer of any and all obstructions and/or impediments in the Workspace, including, but not limited to: carpet, floor covering, stairs, counters, counter tops, cabinets, shelves, plumbing, appliances, furniture and fixtures. Customer's duty to clear shall further include all space within forty-eight (48) inches from each wall within or adjacent to the Workspace. Customer further agrees to provide a clear path of ingress and egress for personnel and equipment to and from the Workspace.
 - c) Water and Electrical Power. Customer shall provide Contractor water service and electrical power necessary for completing the Services. This includes access to water for mixing concrete (if necessary) and a minimum of two (2) electrical circuits (one 20-amp circuit and one 15-amp circuit). If no power is provided, Customer will be responsible for any cost incurred by Contractor in providing power. In the event of circuit overload, access to the fuse or circuit breaker box (electrical service) must be provided. In the event of a circuit overload, Customer shall provide an ample supply of replacement. If a sump pump(s) is/are required, Customer shall provide an electrical outlet within 9 feet of the pump.
 - d) Finished Walls. Customer is responsible for the removal and replacement of baseboards and trim unless otherwise specified. Contractor is not responsible for damage to finished walls (plaster, sheetrock, baseboards, paint, wall coverings, molding, paneling, etc.) not removed by customer. If framed walls are added after waterproofing system is installed bottom plate must be adhered with construction glue. Piercing of waterproofing system will void warranty. Exit points for all drainage must be maintained and left unobstructed.
5. Hold Harmless: Customer acknowledges and agrees the Services provided by Contractor hereunder are inherently dangerous and are sought to help remedy existing water and/or structural damages. Accordingly, Customer hereby agrees to indemnify, defend and hold Contractor harmless from any of the following:
 - a) Plants, Shrubs and Trees. Outside installations and excavation carry an inherent danger of damage to flowers, plants, shrubs and trees. Contractor assumes no liability for damage to plants, shrubs, trees or other landscaping due to our work.
 - b) Concrete Floors. With inside installations, a section of concrete floor may be removed and replaced. If necessary, such removal and replacement may result in some color variation in the floor. Additionally, if clay must be removed it may cause some staining of the concrete floor. Customer agrees that such staining is unavoidable, and that Contractor will not be responsible for damage of staining due to removal of materials or patching.
 - c) Deformation. Components that have deformed over time may cause cracks to appear during a lift. Customer acknowledges and agrees that this is a natural occurrence and Contractor assumes no responsibility for such damage and deformation.
6. Structural Damage: Customer acknowledges and agrees that Contractor is not responsible or liable for, and Customer hereby assumes the risk of, any structural problems and/or damage to Customer's property present before, during, or after the Services are performed. By way of example, but in no way meant to have a limiting effect, Contractor assumes no liability for (a) old and/or deteriorated underground pipes, sewer lines, drain lines, or any other non-visible installations or (b) pipes, sewer lines or drain lines which have been improperly installed within the concrete slab or less than six (6) inches below the concrete slab.
7. Stabilization: The primary objective of work performed hereunder is to stabilize the repaired area against further movement. Contractor will attempt, but cannot guarantee, to lift the foundation, level floors, close cracks, render doors and windows operational and move walls back into original position. Customer must be present during the lift. Walls and wall components that have rotated out of position often will not return to their original positions and additional repairs will be required. Such additional repairs are not part of this contract unless otherwise stated. Contractor will lift only as much as the structural integrity will allow.
8. Soil Disclaimer: In the absence of a soil report generated by a licensed geotechnical engineer, the allowable soil pressure for the purpose of the Services is 2,500 psf. Prior to construction, soil design parameters stated on the structural foundation details, including, but not limited to, allowable soil bearing pressure, equivalent lateral fluid pressure (active and passive), internal angle of friction, coefficient of friction and soil density, shall be field-verified by a geotechnical testing company engaged by Customer. In the event of a conflict between field-verified soil parameters and those stated on the foundation details, construction shall not proceed until appropriate design modifications by the foundation design engineer-of-record have been submitted.
9. Contractor's Responsibility After Installation is Limited to Its Warranty Obligations: Contractor will leave the work area "broom clean" to the extent reasonably possible. Following the installation, and upon issuance of the applicable warranties in accordance with the terms of this Agreement, Contractor's liability is limited specifically to such warranties issued in conjunction with the purchase of such System(s) under this Agreement. UNLESS PRECLUDED BY APPLICABLE LAW, ALL OTHER EXPRESS AND IMPLIED WARRANTIES ARE SPECIFICALLY DISCLAIMED. Contractor agrees that all such warranties are fully transferable and assignable to all subsequent owners of your structure or property.
10. Should Warranty Service Be Required: If Customer believes a problem exists with the System(s) purchased under this Agreement and that such problems are covered by the applicable warranties, Customer may call Contractor at the number(s) listed in this Agreement. Prior to Contractor responding to any such service call, Customer agrees to make designated areas reasonably accessible to Contractor by clearing a work area of at least six (6) feet in all directions and by removing all wall and floor coverings necessary to the access area to be serviced. Contractor will respond within a reasonable time after receiving a service call. Contractor's warranty services will be rendered during normal working hours, Monday through Friday, 8:30 a.m. to 5:00 p.m. local time.
11. Limitation of Contractor's Liability: Contractor shall not be responsible and Customer explicitly releases Contractor from any claims for bodily injury and/or property damage to Customer's structure unless such injuries and/or damages are caused by Contractor's gross negligence and/or intentional acts. UNLESS PRECLUDED BY APPLICABLE LAW, CUSTOMER FURTHER RELEASES CONTRACTOR FROM ALL LOST PROFITS, SPECIAL, CONSEQUENTIAL AND/OR INCIDENTAL DAMAGES, WHETHER BASED UPON BREACH OF WARRANTY, BREACH OF CONTRACT, NEGLIGENCE, STRICT LIABILITY OR ANY OTHER LEGAL OR EQUITABLE THEORY EVEN IF CONTRACTOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE LIABILITY OF CONTRACTOR SHALL BE LIMITED TO THE AMOUNT OF FEES ACTUALLY PAID TO CONTRACTOR BY CUSTOMER UNDER THIS AGREEMENT.

12. Systems Installed by Others: Third-Party Alterations or Changes to the Contractor System: Contractor's obligations are limited to the System(s) it installs. Contractor is not responsible for any drain tile or water redirection system installed by any third-party. Should any other drain tile or water redirection system be installed and connected or tied into the Accurate Basement Repair, LLC Waterproofing System, Contractor will not be responsible for the condition or operation of either the Accurate Basement Repair, LLC Waterproofing System or the other connected system. Customer acknowledges and agrees that any alteration made to the Accurate Basement Repair, LLC Waterproofing System by any third-party without Contractor's prior written authorization shall result in the applicable warranty issued by Contractor being rendered null and void.
13. Authority to Sign this Agreement: Customer represents to Contractor that Customer is either the owner of the property in which the Accurate Basement Repair, LLC Waterproofing System is to be installed or that is an authorized agent of the owner of such property.
14. No Oral Representations: This Agreement cannot be changed or modified orally. This Agreement supersedes all agreements previously made between the parties hereto. Customer acknowledges that no promise, representation, or warranty, except those expressly set forth in this Agreement, have been made by Contractor or its representatives.
15. Damages for Customer's Default: Attorney's Fees and Expenses: Should Customer be in default of the Agreement, Customer agrees to pay all damages sustained by Contractor in connection therewith, including, but not limited to, reasonable attorneys' fees, expenses and costs incurred by Contractor. Should any litigation be instituted by Contractor or by Customer in connection with any provision of this Agreement, Customer hereby consents and agrees to the jurisdiction and venue of the trial courts nearest to the local office address listed on the front of this Agreement.
16. Permits. Customer understands the obligation to obtain permits varies based on the municipality. If required by such municipality, Contractor will obtain the appropriate permit to perform the work on the Customer's property. If the municipality requires the Customer to obtain the permit, then the Customer shall obtain such permit. Customer understands that the permit requirements for the work being performed vary based on the type of work being performed on the Customer's property.
17. No Obligation. Contractor shall have no obligation to perform any work that may disturb, threaten to disturb, or require Contractor, its employees or subcontractors to come in contact with hazardous substances (as defined by applicable federal, state and local law) existing on the jobsite or brought onto the jobsite by anyone other than Contractor, its employees or subcontractors. If, during performance of the work, Contractor encounters any material located on the jobsite that Contractor believes to be a hazardous substance, Contractor may immediately cease all portions of the work that may disturb or threaten to disturb such hazardous substances, or which could endanger Contractor's employees or subcontractors. To the fullest extent permitted by law, Customer shall indemnify, defend and hold harmless Contractor, its consultants, agents, employees, subcontractors, or any of them from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the work in areas in which hazardous substances are present.
18. Insurance Contractor. Contractor carries insurance on the work performed on the Customer's property. Proof of insurance is available upon request by Customer.
19. Miscellaneous Provisions: This Agreement shall be binding upon and inures to the benefit of the heirs, personal representatives, successors, and assigns of the parties hereto. No waiver of any provision of this Agreement shall be deemed or constitute a waiver of any other provision, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by both parties. This Agreement shall be governed by the laws of the State of Delaware, without giving effect to any choice or conflict of law provision or rule that would cause the application of the laws of any other jurisdiction, and any dispute related hereto or arising hereunder shall be brought exclusively in the state or federal courts located in the State of Delaware. This Agreement constitutes the entire agreement between the parties pertaining to its subject matter, and it supersedes all prior contemporaneous agreements, representations, and understandings of the parties. No modification, or amendment of this Agreement shall be binding unless executed in writing by all parties hereto.

NOTICE TO CUSTOMER: DO NOT SIGN THIS AGREEMENT BLANK.

CUSTOMER IS ENTITLED TO A COPY OF THE AGREEMENT PRIOR TO SIGNING THE AGREEMENT.

SEE ATTACHED ADDENDUM FOR CUSTOMER CANCELLATION RIGHTS AND OTHER STATE SPECIFIC MATTERS.

By its signature on this Contract, Customer agrees to pay Contractor the full amount due pursuant to the Agreement, without deduction or offset, immediately upon completion of the work per the Repair Plan and specific Scope of Work and/or Services. NO SERVICE OR WARRANTY PROTECTION WILL BE PROVIDED UNTIL FULL PAYMENT IS RECEIVED, NOR WILL ANY WARRANTY BE ISSUED UNTIL THE BALANCE IS PAID IN FULL.

Limited Warranty

Standard Exclusions Permitted by State Law

This Limited Warranty ("Warranty") is made in lieu of and excludes all other warranties, express or implied, and all other obligations on the part of Contractor ("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.

General Terms

For the applicable time periods and in accordance with the restrictions set forth below, this Warranty is transferable to future owners of the structure on which the work specified in this Contract is completed. This Warranty comes into effect when the job specified in this Contract is completed and is paid in full. If there is any balance due for the work completed, no warranty shall be considered issued hereunder. Contractor warrants only the products listed below, and only to the extent Customer has purchased such products and services from Contractor pursuant to an executed contract and scope of work between Customer and Contractor. Some products installed may be covered by a manufacturer's warranty. All work shall be completed in a workmanlike manner according to the standard practices of the industry. This warranty may be transferred at no charge to future homeowners provided Contractor is notified within 90 days of the real estate transfer. To transfer the warranty:

MAIL, CALL or EMAIL:

Accurate Basement Repair, LLC

3125 E Allerton Ave, Milwaukee, WI 53235. (414) 744-6900

info@accuratebasementrepair.com

Exclusions

THIS WARRANTY DOES NOT COVER AND CONTRACTOR SPECIFICALLY DISCLAIMS LIABILITY FOR, AND CUSTOMER HOLDS CONTRACTOR HARMLESS FROM:

1) leakage from, backing up or plugging of sewers; grate drains; sump pump failures or if the pump is overwhelmed by water flow (Contractor supplied sump pumps are covered by a separate manufacturer's warranty); or flooding conditions (i.e., surface water flowing through doors, window wells, walls and over foundation walls); 2) damp spot discoloration of walls; 3) any consequential damages to property resulting from water leakage from any and all sources; 4) high humidity or condensation from the basement or crawlspace area; 5) Clogs in the Accurate Basement Repair, LLC Waterproofing System caused by iron algae. 6) Encroachment of tree roots causing damage to foundation or waterproofing system. 7) exterior waterproofing; 8) plumbing damage; 9) Customer-caused damage; 10) dust from installation; 11) damage to real or personal property such as walls, counter tops, floor coverings, framing, sheetrock, exterior materials, cabinets, appliances, and so on, including any damage alleged to have been done by the Contractor's use of heavy equipment necessary to complete the job; 12) any injury or damage caused by mold to property or person; 13) 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, including and failure due to damage from termites or other insects; 14) tree root damage; 15) damage from heave, lateral movements/forces of hillside creep, land sliding, or slumping of fill soils; and 16) Interior, Garage or Exterior Grate or trench drains-due to water capacity restrictions, when any exterior water source is introduced into an interior system, there are no warranties given, either implied or written. Customer will be responsible for all exterior maintenance and cleaning from leaves or debris. If an exterior grate drain system is running to a pump, an Annual Maintenance Plan will be required to maintain the warranty of the basement waterproofing system.

THIS WARRANTY DOES NOT COVER AND THE CONTRACTOR SPECIFICALLY DISCLAIMS LIABILITY FOR WATER DAMAGE TO FLOOR COVERINGS,

FURNITURE, STORED ITEMS, FINISHED WALLS, AND OTHER OBJECTS. Contractor will not be responsible for any damages caused by mold, to include, but not be limited to, property damage, personal injury, loss of income, emotional distress, death, loss of use, loss of value, any adverse health effects, or any other effects. There are no other warranties verbal or written.

CUSTOMER EXPLICITLY ACKNOWLEDGES THAT: 1) the Accurate Basement Repair, LLC Waterproofing System is not a mitigation solution for mold, mildew or fungi; as a result, this Warranty does not provide protection against mold, mildew or fungi; 2) Customer is responsible for keeping the Accurate Basement Repair, LLC Waterproofing System discharge pipe and grate drain free of debris; 3) the Accurate Basement Repair, LLC Basement Waterproofing System will not protect against crawlspace leakage; 4) the Accurate Basement Repair, LLC Crawlspace Waterproofing System will not protect against basement leakage; and 5) Customer is responsible for preventing alteration or damage to the Accurate Basement Repair, LLC Waterproofing System.

Money-Back Guarantee

This Money-Back Guarantee is a performance-of-system guarantee and not a satisfaction guarantee. Contractor offers a Money-Back Guarantee to the original purchaser of any products and services for which Life-Of-The-Structure Warranty is offered, including carbon fiber wall reinforcement, helical piers, I-beams, and the complete, full- perimeter basement or crawlspace waterproofing system. A full perimeter system consists of all walls below grade. Wall stabilization products must be installed corner to corner on compromised walls in accordance with our warranty. This guarantee is only applicable for the lack of performance of a specific product or system, and not necessarily to all other products or systems that may also have been purchased.

This guarantee protects the original purchaser from defects and/or malfunctions of these systems. Contractor will refund the original purchaser their total investment based on the job plan if said system cannot be repaired within a reasonable number of attempts. Original purchaser must permit Contractor access to the system in question for these repairs. Anything not covered in the Basement and Crawlspace Waterproofing Warranty below are not subject to this guarantee. Original purchaser must be the legally deeded homeowner.

Basement and Crawlspace Waterproofing System Warranty

Subject to the job plan and the provisions set forth herein, FOR SO LONG AS THE ORIGINAL PURCHASER OF THE Accurate Basement Repair, LLC WATERPROOFING SYSTEM OWNS

THE STRUCTURE LISTED ABOVE, Contractor provides the following limited warranty: If water from the floor-wall joint (cove) passes through the perimeter Accurate Basement Repair, LLC Waterproofing System and onto the basement floor in the areas where the Accurate Basement Repair, LLC Waterproofing System was installed and/or if water leaks onto the basement floor from wall cracks covered with Wall Sealer, Contractor will provide the labor and materials required to repair the Accurate Basement Repair, LLC Waterproofing System at NO ADDITIONAL COST TO THE CUSTOMER. Floor cracks are warranted against leakage only with a full perimeter Accurate Basement Repair, LLC Waterproofing System installation including Contractor installed sump pump and well, or gravity flow system. Should the original purchaser sell or otherwise transfer the Structure, a two-year limited warranty shall transfer at no cost to the new owner provided written evidence of transfer of ownership is received in the Contractor's office no later than 90 days after date of ownership transfer. Thereafter, subject to local legal requirements, an extended service agreement may be offered by Contractor at Contractor's sole discretion. The price, terms and conditions of any extended service agreement will be determined at the time of transfer.

This warranty applies only to those areas where the Accurate Basement Repair, LLC Waterproofing System has been installed. See Job Plan for complete description of areas waterproofed. This warranty does not cover: areas not waterproofed by Contractor; wall and floor cracks not repaired by Contractor; wall areas not covered with Contractor's wall sealing products; sewer backups; radon gas; water entering over walls or around windows and doors; water entering from any point above ground level; floods; condensation; leakage that is a result of a power outage; consequential or incidental damages; structural instability; natural disasters; or any conditions beyond our control, such as roots, unstable soil, earth movement, etc. Although drainage systems clogging or malfunctioning from iron ochre, iron gel, or iron bacteria from the soil are rare, Contractor cannot be responsible for these situations and those systems will require periodic cleaning, flushing, or other service at additional cost to keep them functioning. Abandonment or foreclosure of the property, or any changes, disruptions, alterations or connections by others to the Accurate Basement Repair, LLC Waterproofing System or areas waterproofed will void this warranty.

Contractor is not responsible for damages to unseen oil lines, gas lines, waste pipes, water pipes, rebar in concrete flooring, and other unseen utilities if Utilities Safeguard has not been purchased as part of the repair plan.

Contractor is not responsible for existing asbestos building materials. If such asbestos materials are present, the CUSTOMER is wholly responsible for the abatement of the asbestos before Contractor can proceed with contracted work.

In the event service is required, Contractor's sole liability shall be to repair the leakage. Please notify Contractor at the phone number or address set forth above for service. Only authorized Accurate Basement Repair, LLC technicians are approved by Contractor to provide warranty services hereunder. Customer must provide access as needed in the service area and shall bare basement walls and floor in the area to be serviced. Customer is responsible for the replacement of any items removed. A mobilization fee will be applied to service calls for problems not covered under this warranty.

Standard Pump Warranty

Pumps, batteries, invertors, and battery chargers are covered under a separate manufacturer's warranty. Failure of any pump for any reason is outside the scope of this warranty. The Accurate Basement Repair, LLC Waterproofing System Warranty does not cover the inability of the pump(s) to keep up with the flow of water. In some cases, additional or larger pumps are required due to unusually high volumes of water. If needed, additional pumps can be installed at an additional cost to the Customer.

Lifetime Pump Warranty

Contractor exclusively offers a free pump replacement program. This option requires a continual, uninterrupted pre-paid annual maintenance service that must begin the year following the manufacturer's warranty expiration. The Accurate Basement Repair, LLC Lifetime Pump Warranty does not cover the inability of the pump(s) to keep up with the flow of water. In some cases, additional or larger pumps are required due to unusually high volumes of water. If needed, additional pumps can be installed at an additional cost to the Customer.

This warranty does not cover, and Contractor specifically disclaims liability for, any consequential damages that may result from water leakage, including, but not limited to damage to furnishings, fixtures, appliances, carpeting, floor covering, wall covering, stored items and other objects inside the foundation. The Accurate Basement Repair, LLC Waterproofing System is not a mitigation solution for mold, mildew, fungi or any organic substance. Contractor will not be responsible for any abatement costs nor for any damages caused by these organic substances to include, 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.

Encapsulation System Warranty

Contractor fully warrants to the owner of the structure that the Accurate Basement Repair, LLC Encapsulation System will be free from defects in material and installation under normal use. This warranty provides coverage only from rips, tears and delamination of tape under normal use for a period of 30 years from the date of installation. This warranty does not cover damage to the encapsulation system from rodents, snakes, or other pests. The Accurate Basement Repair, LLC Encapsulation System is not a pest control system.

This Encapsulation Warranty does not cover, and Contractor specifically disclaims liability for, any consequential damages that may result from water leakage, including, but not limited to damage to furnishings, fixtures, appliances, stored items and other objects inside the foundation. The Accurate Basement Repair, LLC Encapsulation System is not a mitigation solution for mold, mildew, fungi or any organic substance. Contractor will not be responsible for any abatement costs nor for any damages caused by these organic substances to include, 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.

Dehumidifier Warranty

Accurate Basement Repair, LLC' HumidiGuard dehumidification/air filtration system is expressly warranted for five (5) years from the date of installation to be free from defects in materials or workmanship. Accurate Basement Repair, LLC' exclusive obligation under this warranty shall be to supply, without charge, a replacement for any component which is found to be defective within such five (5) year period and which Accurate Basement Repair, LLC is contacted not later than thirty (30) days after said five (5) year period by you.

IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE SHALL BE LIMITED IN DURATION TO THE AFORESAID FIVE -YEAR PERIOD. Accurate Basement Repair, LLC' LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, OTHER THAN DAMAGES FOR PERSONAL INJURIES, RESULTING FROM ANY BREACH OF THE AFORESAID IMPLIED WARRANTIES OR THE ABOVE LIMITED WARRANTY IS EXPRESSLY EXCLUDED.

Carbon Fiber Wall Bowed-Wall Stabilization System Warranty

The Accurate Basement Repair, LLC Carbon Fiber Wall Stabilization System (the "Carbon Fiber Stabilization System") Warranty is only in effect when Contractor has installed the system based on the manufacturer's corner-to-corner spacing requirements. This warranty shall remain effective for THE FULL LIFE-OF THE STRUCTURE and remains effective regardless of who owns the property. If at any time after the Carbon Fiber Stabilization System is applied to the basement walls by an authorized Accurate Basement Repair, LLC installer, the Carbon Fiber Stabilization System or its installation prove to be defective in material or workmanship resulting in a bowing-type deflection caused by external soil pressure to the walls to which the Carbon Fiber Stabilization System is applied, Contractor will, at Contractor's sole option, either: (a) repair the Carbon Fiber Stabilization System at Contractor's expense or (b) pay 100% of the costs to purchase and have installed by an authorized Accurate Basement Repair, LLC installer steel I-Beams to mitigate any further bowing type deflection. Please note that such remedies are designed to mitigate any further bowing type wall deflection but will not remedy bowing occurring prior to their installation. The Carbon Fiber Stabilization System is not a wall straightening solution.

I-Beam Wall Stabilization System Warranty

Contractor warrants that the areas repaired by the Accurate Basement Repair, LLC I-Beam Wall Stabilization System (the "I-Beam System") will not experience further horizontal movement after installation. If the installed I-Beam System proves to be defective in material or workmanship leading to further inward wall movement, Contractor will service the system to prevent further inward wall movement.

This warranty does not cover failure due to tree root damage; failure due to water problems in area of installation. Movement or settlement caused by an earthquake, global movement, tornado, severe wind, flooding, extreme change in water table, or other acts of God, is not covered under this warranty. In no event should the owner be entitled to consequential damages.

Helical Tie-Back Wall Stabilization System Warranty

Contractor warrants that the areas repaired by the Accurate Basement Repair, LLC Helical Tieback Wall Stabilization System (the "Tieback System") will not experience further horizontal movement after installation. If the installed Tieback System proves to be defective in material or workmanship leading to further inward wall movement, Contractor will service the system to prevent further inward wall movement.

This warranty does not cover failure due to tree root damage; failure due to water problems in area of installation. Movement or settlement caused by an earthquake, global movement, tornado, severe wind, flooding, extreme change in water table, or other acts of God, is not covered under this warranty. In no event should the owner be entitled to consequential damages.

Floor Stabilization Warranty

Contractor warrants that the Accurate Basement Repair, LLC Floor Stabilizers will prevent further floor settlement in the area of installation for a time period of 25 years.

In the event of further settlement due to workmanship or defects in installed materials, Contractor will adjust the Floor Stabilizers to prevent further settlement. The lifting or leveling of floors is not part of this warranty.

This warranty does not cover failure due to termites or other insects; failure due to water problems in area of installation; collateral damage to home due to stress put on flooring system during installation (i.e.; drywall cracking, door jams, window sticking). Movement or settlement caused by an earthquake, global movement, tornado, severe wind, flooding, extreme change in water table, or other acts of God, is not covered under this warranty. In no event will Customer be entitled to consequential damages.

Foundation Pier Warranty

Contractor warrants that installed foundation piers will stabilize the affected area(s) against further settlement, not to exceed ¼ inch, for the lifetime of the structure or Contractor will provide the labor and materials at no cost to Customer to address any issues related to the installation of the foundation piers. Contractor does not warrant that foundation piers will lift the home, close cracks, render doors and windows operational, or move walls back to their original position. Customer is advised that damage can occur to the structure during the installation of foundation piers and that Contractor is not responsible for such collateral damage.

Foundation piers provide vertical support only and are not engineered to provide lateral support. If lateral movement occurs, additional foundation/structural services may be needed to stabilize the house at additional cost to the Customer.

Contractor is not responsible for damages to unseen oil lines, gas lines, waste pipes, water pipes, rebar in concrete flooring, and other unseen utilities if Utilities Safeguard has not been purchased as part of the repair plan.

Notice of Mechanic's Lien

As required by the Wisconsin construction lien law, claimant hereby notifies Customer that persons or companies performing, furnishing, or procuring labor, services, materials, plans, or specifications for the construction on Customer's land may have lien rights on Customer's land and buildings if not paid.

Those entitled to lien rights, in addition to the undersigned claimant, are those who Agreement directly with the Customer or those who give the Customer notice within 60 days after they first perform, furnish, or procure labor, services, materials, plans or specifications for the construction. Accordingly, Customer probably will receive notices from those who perform, furnish, or procure labor, services, materials, plans, or specifications for the construction, and should give a copy of each notice received to the mortgage lender, if any. Claimant agrees to cooperate with the Customer and the Customer's lender, if any, to see that all potential lien claimants are duly paid.

CUSTOMER'S RIGHT TO CANCEL

Customer may cancel this Agreement by mailing a written notice to Accurate Basement Repair, LLC, at 205 W. Oklahoma Ave. Knoxville, TN 37917 before midnight of the third business day after Customer signed this Agreement. If Customer wishes, Customer may use this page as that notice by writing "I hereby cancel" and adding Customer name and address. A duplicate of this page is provided by the Contractor for Customer records.

Customer may CANCEL this transaction, without any Penalty or Obligation, within THREE BUSINESS DAYS from the above date.

If Customer cancels, any property traded in, any payments made by Customer under the Agreement or sale, and any negotiable instrument executed by Customer will be returned within TEN BUSINESS DAYS following receipt by the Contractor of Customer cancellation notice, and any security interest arising out of the transaction will be cancelled.

If Customer cancels, Customer must make available to the Contractor at Customer's residence, in substantially as good condition as when received, any goods delivered to Customer under this Agreement or sale, or Customer may, if Customer wishes, comply with the instructions of the Contractor regarding the return shipment of the goods at the Contractor's expense and risk.

If Customer does make the goods available to the Contractor and the Contractor does not pick them up within 20 days of the date of Customer's notice of cancellation, Customer may retain or dispose of the goods without any further obligation. If Customer fails to make the goods available to the Contractor, or if Customer agrees to return the goods to the Contractor and fails to do so, then Customer remains liable for performance of all obligations under the Agreement.

To cancel this transaction, mail or deliver a signed and dated copy of this Cancellation Notice or any other written notice, or send an email,

Accurate Basement Repair, LLC
3125 E Allerton Ave, Milwaukee,WI
53235. (414) 744-6900

info@accuratebasementrepair.com

as applicable, NOT LATER THAN MIDNIGHT OF SOLD DATE.

One-Year Workmanship Warranty

Any products and services provided by Contractor not explicitly referred to above have a one (1) year workmanship warranty.