

Contract



2910 Griffith Rd.  
Winston-Salem, NC 27103  
1-877-963-9464

www.tarheelbasementsystems.com

FAX: 336-464-9775 License# 79336

Customer Amy Burton		Date: 11/04/2019
Address: 639 Clarksbury Church Road Thomasville NC 27360		
Project Location: 639 Clarksbury Church Road Thomasville NC 27360		
Phone (Work or Home) (980) 441-5123	Phone (Mobile / Other)	E-Mail: aburton@wesleycdc.com

Proposed Products	Quantity	Price
BasementGutter (LnFt)	65.0	
SafeDri UltraPro 330	1.0	
SafeDri Battery Backup (Only)	1.0	
WallSeal Basement Wall System (LnFt)	65.0	
downspout extension buried 15' with yard well.	4.0	
	<b>Subtotal:</b>	<b>\$9,435.00</b>

**APPROVED**  
*[Signature]*  
 DATE: 11/5/2019

This Contract, along with the Terms and Conditions, the Warranties, the Notice of Cancellation, and Payment Terms form the Agreement (the "Agreement") between the Customer and JES Tar Heel, LLC d/b/a Tar Heel Basement Systems (the "Contractor").

Total Contract Price \$8,491.50

- X  Homeowner assumes responsibility for damages to hidden or unmarked utility lines.
- X  A full perimeter drainage system with Sump pump was recommended.
- X  Stabilization is warranted. JES can attempt to lift at owner's request.
- X  Customer is aware of warranty and all addendums.
- X  Customer is aware of and understands the depth clause.

Acceptance of Contract - The above prices, specifications, conditions, and separate warranty are satisfactory and hereby accepted. You are authorized to do work as specified. Payment will be made as outlined above or in accordance with the attached addendum.

Customer: *[Signature]*

**SIGN HERE**  
**SIGN HERE**

Date: 11/04/2019

Contractor Representative:

**SIGN HERE**

Date: 11/04/2019



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Supplemental Notes: Tar Heel Basement Systems, LLC to:

### Product Specifications

#### **BasementGutter (LnFt)**

Install Basement Gutter as indicated on job drawing. This includes removing concrete as needed, drilling weep holes as necessary in the interior cores of the CMU's (if applicable), installation of our non-clogging waterproofing drainage system, clean drainage rock and replacement of concrete. Customer understands the concrete will not be an exact match due to aging and different mixes of concrete. Customer is responsible for removing and replacing finished walls unless otherwise specified in this contract. Customer will remove all personal items at least 4 feet away from the work area. Crawlseal wall system is highly recommended to direct any water seepage from the walls into the drainage system. If Crawlseal is not installed on the walls up to the height of the outside grade, THBS cannot be held responsible in the event that water pushes through the walls and bypasses the drainage system. THBS highly recommends that all basement gutter systems be installed with a SafeDri triple sump pump system.

#### **SafeDri UltraPro 330**

Install Sump pump system with liner, cast iron pump, pump Stand, airtight lid with airtight floor drain and water alarm system. Will require installation of a dedicated outlet at CUSTOMER'S EXPENSE unless otherwise specified in this contract. Customer is responsible for any electrical sub panel or panel upgrade if required. Unless otherwise noted on this contract, 15" of buried discharge is included with the sump pump. Any additional discharge will be an additional cost. A battery backup system is highly recommended.

#### **SafeDri Battery Backup (Only)**

Install battery back-up pumping system with charging/control box with alarm and 120 amp sealed maintenance-free battery.

#### **WallSeal Basement Wall System (LnFt)**

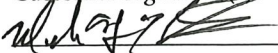
Install CrawlSeal Wall on basement walls designated in contract to help prevent water vapor & moisture intrusion as well as direct wall leakage to the waterproofing system. CrawlSeal Wall alone is not a waterproofing product, walls or window wells & other protrusions require a waterproofing system to remedy the problem of leaking water. The crawlseal wall system has a 25 year warranty against rips and tears and lifetime warranty against water intrusion when combined with basement gutter and runs up the entire wall.

**downspout extension buried 15' with yard well.**

Product Specifications

Refer to customer notes section.

Customer Signature(s):



SIGN HERE

SIGN HERE

Date: 11/04/2019

Contractor Representative:



SIGN HERE

Date: 11/04/2019

## Terms and Conditions

1. **Services.** Tar Heel Basement Systems, LLC, license no. 79336, are specialty Class A contractors licensed in building, masonry, concrete, commercial and home improvement. The Contract for the services requested by Customer (the "Work") is based primarily upon Customer's description of the project and/or the related problem(s) and is intended to remediate that problem(s). Contractor assumes existing construction generally complies with the relevant building codes. Start dates and completion deadlines for the Work are approximate and may be affected by events beyond Contractor's control, such as weather, permitting issues, access to the property, etc. Any delay caused by events beyond the control of Contractor shall not constitute abandonment and shall not be included in calculating timeframes for payment and performance. Contractor reserves the right to amend the scope of work and/or to modify the location of products in order to best suit actual site conditions. Any deviation from the specifications set forth in the Contract that results in additional costs, including but not limited to unforeseen site conditions, unusual building construction, and/or special requirements from the county/city/agency, will become an extra charge over and above the contract price set forth in the Contract. The Work will be completed in a workmanlike manner according to the standard practices of the industry, and Contractor will comply with local permitting, inspection, and zoning requirements.
2. **Acceptance of Contract.** By signing below, Customer acknowledges that he/she understands and accepts all Terms and Conditions and Warranties, and desires to enter into a contract with Contractor for the completion of the Work. Customer's signature below authorizes Contractor to perform the Work as specified in the Contract. The Contract may be withdrawn by Contractor if it is not accepted within one hundred twenty (120) days from the date of delivery.
3. **Compensation.** Customer agrees to pay Contractor compensation as set forth in the Contract. Payment must be made in full upon completion of the Work. Failure by Customer to make payments when due shall constitute a breach of the Agreement.
4. **Insurance.** Contractor represents and warrants that it maintains insurance as set forth in the Contractor's Certificate of Liability Insurance, which can be made available upon request.
5. **Dispute Resolution.** Any claim, dispute or other matter in question arising out of or related to this Agreement, other than non-payment by the Customer, shall be subject to mediation as a condition precedent to binding dispute resolution. The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the jurisdiction where the Work occurred, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof. If the parties do not resolve a dispute through mediation pursuant to this paragraph, the method of binding dispute resolution shall be litigation in the circuit court of Virginia Beach, Virginia, as set forth in paragraph 6 below.

If payment in full is not made when due, Contractor is entitled to proceed with litigation and may recover all expenses of collection, including attorney's fees, court costs, court reporter fees, and expert witness fees, in such amount as the court may adjudge reasonable. Contractor is also entitled to recover interest on the unpaid amount from the date due until paid at the statutory rate of interest.

6. **Consent to Jurisdiction.** Customer and Contractor each consent to the jurisdiction of the Virginia Beach Circuit Court in the Commonwealth of Virginia in connection with any action, suit, or other proceeding arising out of or relating to this Agreement.
7. **Waiver of Trial by Jury.** To the extent permitted by law, the parties waive trial by jury of any action arising out of or relating to this Agreement.
8. **Customer's Responsibilities.**
  - a. **Cosmetic Repairs.** Unless specifically noted in the Contract, Contractor is not responsible for any cosmetic repairs. Rather, Customer is responsible for any finished carpentry, painting, repointing, electrical work, extending discharge lines, replacement of floor tiles, carpeting, paneling, etc. that may be necessary after Contractor has completed the Work, unless such repairs are specifically identified in the Contract. When trenching or excavation is required, Contractor will backfill and compact soil to the best of its ability; however, Customer may need to add more topsoil at a later date if the excavated area settles. Customer is also responsible for any landscaping, reseeding, and resodding that may be necessary after Contractor has completed the Work.
  - b. **Utilities.** Contractor will call the appropriate utility protection service or damage prevention authority (i.e., 811 or "Miss Utility") to have all public underground utilities located. If Customer lives at a rural address, public lines will only be located to the pole or Customer's property line. Customer is responsible for marking any private lines such as satellite dish cables, propane lines, sprinkler system lines, etc. Customer assumes all responsibility for damage caused to hidden, buried, or unmarked fuel/utility/service/private lines. Unless otherwise noted, electrical work is not included in this Agreement and problems with electrical connections are the responsibility of the Customer.
  - c. **Water Seepage.** Customer agrees to maintain positive drainage away from any wall(s) repaired by wall anchors, foundation piers, and/or carbon fiber strips/reinforcers. In the event of a wall anchor installation, a Water Management System is recommended to reduce hydrostatic pressure (which increases at greater depths) on the wall(s) and reduce the chance of water seepage into the basement. Water seepage into any area of the basement is NOT covered by the attached Warranties.
9. **Notice and Contractor's Right to Cure.** Customer shall promptly report, in writing, any problems with the Work to Contractor. If the problem with the Work is attributable to Contractor, Contractor will begin to repair/correct the problem within fourteen (14) days of receipt of written notice and shall complete the repair/correction in a reasonable time.
10. **Assignment.** This Agreement will be binding upon the parties hereto and their respective successors and assigns.
11. **Miscellaneous.** Contractor reserves the right to substitute a product with an equivalent or superior product. This Agreement constitutes the entire agreement of the parties. All prior agreements, whether written or oral, are merged herein and shall be of no force or effect. This Agreement shall not be modified except in writing signed by both parties. The validity, performance, and construction of this Agreement shall be governed and interpreted in accordance with the laws of the Commonwealth of Virginia. If any term, condition, or provision of this Agreement is found unenforceable by a court of law or equity, this Agreement shall be construed as though that term, condition, or provision did not exist, and its unenforceability shall have no effect whatsoever on the rest of this Agreement. Customer is notified of the existence of the following:
  - Virginia Contractor Transaction Recovery Fund. For more information, contact DPOR at (804) 367-1559 or RecoveryFund@dpor.virginia.gov.
  - North Carolina Homeowners' Recovery Fund. For more information, contact NCLBGC at (919) 420-7991 or go to [http://www.nclbgc.org/rec\\_fr.html](http://www.nclbgc.org/rec_fr.html).
  - Department of Consumer and Regulatory Affairs. For more information, contact DCRA at (202) 442-4400, or visit <https://dcra.dc.gov/node/551312>.
12. **Signatures.** This Agreement may be executed in any number of counterparts, each of which shall, when executed, be deemed to be an original and all of which shall be deemed to be one and the same instrument. This Agreement may be executed by facsimile or electronic signature pages which shall have the same force and effect as original executed signature pages.

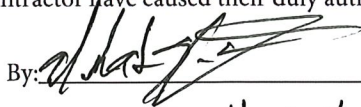
### BUYER'S RIGHT TO CANCEL

If this Agreement was solicited at or near your residence and you do not want the goods or services, you may cancel this agreement by mailing a notice to the seller. The notice must say that you do not want the goods or services and must be mailed before midnight of the third business day after you signed this Agreement. The notice must be mailed to: Tar Heel Basement Systems, LLC at 2910 Griffith Rd. Winston-Salem, NC 27103. If you cancel, the seller may not keep any of your cash down payment. See the Notice of Cancellation form, attached as Exhibit C, for further explanation of this right.

IN WITNESS WHEREOF, Customer and Contractor have caused their duly authorized representatives to execute this Agreement as of the date first written above.

Customer

By:



SIGN HERE

Name:

Amy Burton Mack King

JES Construction, LLC d/b/a  
JES Foundation Repair

By:

SIGN HERE

Name:

Anthony Mounts

Its:

## Warranties

These Warranties are in effect only after the Work is completed and Customer has paid in full. If payment is not received, these Warranties are null and void. These Warranties are made in lieu of all other warranties, express or implied, and of all other obligations on the part of Contractor to Customer. There are no other oral or written warranties. There are no warranties which extend beyond the descriptions that appear below, including no warranties of express or implied merchantability and no warranties of express or implied fitness for a particular purpose. These Warranties are transferable to future owners of the structure on which the Work is completed. Contractor does not warrant products not mentioned herein. Some products may be covered by a separate manufacturer's warranty. Contractor reserves the right to substitute a product with an equivalent or superior product.

1. Definitions. The term "stabilize," as used in these Warranties, shall mean to make unlikely to give way or fail. The term "horizontal movement," as used in these Warranties shall mean bowing. The term "vertical movement," as used in these Warranties shall mean settlement.
2. Wall Support Systems. Contractor hereby warrants that wall support systems, including wall anchors, carbon fiber strips, and steel I-beam systems, will stop further inward horizontal movement of the wall(s) in the areas where they are installed for the lifetime of the structure from the date of installation. Wall support systems are warranted only to stabilize repaired walls(s), not straighten. Walls that do not have wall support systems installed by Contractor entirely from corner to corner are not warranted. Contractor recommends annual maintenance for wall support systems. The cost of maintenance is not included in this contract, but maintenance is available from Contractor at an additional charge. For Carbon Fiber Strips, contractor does not warrant against: (1) any tipping or leaning at the top of the wall(s) repaired; (2) shearing or sliding at the bottom of the wall(s) repaired. In the rare instance that the repaired wall(s) experience leaning or shearing, steel brackets or other methods can be installed by Contractor at an additional charge.
3. Foundation Push Piers and Foundation Helical Piers. Contractor warrants that the foundation push piers and foundation helical piers will stabilize the affected area(s) against further vertical movement for the lifetime of the structure from the date of installation. Contractor DOES NOT WARRANT TO LIFT ANY STRUCTURE, 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, if lift is requested by Customer. Contractor is not responsible for any damages caused by a lifting operation on Customer's foundation. Foundation push piers and foundation helical piers are sold and installed without the benefit of detailed knowledge of the existing foundation construction or subsurface conditions at the site. Contractor reserves the right to conduct a more thorough subsurface investigation, if necessary. Such an investigation may result in additional charges and delays.  
  
Depth Clause: Total depth per pier included in price = 30' Additional price per foot beyond depth clause = \$28/ft
4. Steel Columns/Adjustable Screw Jacks/IntelliJack Support. Contractor warrants that the IntelliJacks will stabilize the affected area(s) against further vertical movement for a period of two (2) years from the date of installation. This two (2) year warranty against further vertical movement is separate and apart from the manufacturer's warranty of twenty-five (25) years on the product(s). Contractor DOES NOT WARRANT TO LIFT ANY STRUCTURE, 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, if lift is requested by Customer. Contractor is not responsible for any damages caused by a lifting operation on Customer's framing. The condition of wood located in crawl spaces can be highly variable and can rapidly deteriorate or move as a result of changes in environmental conditions and/or changes in the building envelope conditions. Contractor is not responsible for wood repair (i.e., joist sistering, beam replacement, sill plate repair, cracking/movement in hardwood flooring or tiles) incidental to changes in environmental conditions and/or changes in the building envelope conditions, unless specifically noted in this Agreement. Contractor warrants carpentry work for a period of one (1) year. Steel columns/adjustable screw jacks are sold and installed without the benefit of detailed knowledge of the existing foundation construction or subsurface conditions at the site. Contractor reserves the right to conduct a more thorough subsurface investigation, if necessary. Such an investigation may result in additional charges and delays.
5. Slab Piers. Contractor warrants that the slab piers will stabilize the affected area(s) against further vertical movement for a period of ten (10) years from the date of installation. Contractor DOES NOT WARRANT TO LIFT the slab back to its original position.
6. Water Management. Contractor warrants that if water from the walls or floor wall joint passes through the perimeter of the water management system and into the basement floor, Contractor will provide the additional labor and materials to fix the leak at no additional charge to the Customer. This warranty applies to water management systems along the specific areas where the system is installed. This warranty will be in effect for the lifetime of the structure and may be transferred to future homeowners provided Contractor is notified within thirty (30) days of the real estate transfer. Annual maintenance is strongly recommended for all water management systems, but is not required for the warranty to be in effect. The water management system shall not rust, rot, or corrode for the life of the structure. If the entire perimeter of the basement was not treated, then additional work at an additional charge may be necessary to extend the system or treat other areas or other problems not addressed by this Work. In addition, a pump or power failure is possible; therefore, this warranty is not a guarantee of a dry basement. This warranty shall not apply to condensation, or any system that has been altered in any way, water vapor transmission, concrete discoloration from capillary action, water squirting out of the walls over the system, window well flooding, plumbing leaks, surface water flooding, leaks from chimneys or garages, wall dampness, or efflorescence (white powder) on concrete, masonry or bricks. Contractor is not responsible for frozen discharge lines or water once it is pumped from the house. Installation of a water management system does not include extending discharge lines more than five (5) feet from the foundation or electrical work, unless specified. Floor cracks are warranted against leakage only with full perimeter water management systems. Primary AC operated sump pumps and DC back-up pumps may be covered under a separate manufacturer's warranty. Systems that drain to daylight cannot be warranted by Contractor if such system does not drain enough water, does not drain water from under the floor, clogs, or freezes. While drainage systems clogging or malfunctioning from iron ochre, iron get, or iron bacteria from the soil are rare, Contractor cannot be responsible for these situations, or for a system that requires cleaning, flushing, or other service as necessary to keep it functioning.

7. Crawl Space Encapsulation. A crawl space encapsulation system will isolate the home from the earth. The humidity level in the air will be lowered, reducing moisture; however, the encapsulation system does not claim to be a mold mitigation system and a dehumidification/air purification system is highly recommended to further reduce mold growth. CrawlSeal has a transferable twenty-five (25) year warranty— there will be no charge for service calls on any tears or holes in the CrawlSeal liner (not caused by abuse or misuse), in the unlikely event this occurs. Wet crawl spaces require a drainage system and a sump pump system to remedy any problems with water below the liner. There will be no charge for Contractor to repair tears or holes in the crawl space encapsulation liner, unless Contractor determines that the tear/hole was caused by abuse or misuse. Sump pumps and crawl space encapsulation systems may be covered under a separate manufacturer's warranty. Installation of a crawl space encapsulation system does not include extending discharge lines more than five (5) feet from the foundation or electrical work, unless specified. Contractor is not responsible for frozen discharge lines, water once it is pumped from the house, or condensation. The condition of wood located in crawl spaces can be highly variable and can rapidly deteriorate or move as a result of changes in environmental conditions and/or changes in the building envelope conditions. Contractor is not responsible for the repair of pre-existing wood damage unless specifically noted in this Agreement.

8. PolyRenewal and Expanding Polyurethane Structural Foam. Contractor represents that expanding polyurethane structural foam will fill voids, but will not necessarily lift Customer's slab to meet any criteria of levelness. Contractor recommends sealing all cracks and joints, and Contractor can do so for an additional charge. Contractor warrants that the area where the slab of concrete was stabilized will not settle more than ¼ inch for a period of five (5) years from the date of installation. If it does, Contractor will provide the labor and materials to re-inject the area at no additional charge to Customer. This Warranty does not include patching or caulking between slabs. Customer is aware that the concrete may not be perfectly level or may not lift at all. Contractor guarantees stabilization, NOT LIFT. Any personal items in the work area are to be removed by the Customer prior to the arrival of the Contractor's crew. This warranty is void if Customer does not maintain grade around slabs and seal joints between slabs.

9. Exclusions. THIS WARRANTY DOES NOT COVER, AND CONTRACTOR SPECIFICALLY DISCLAIMS LIABILITY FOR: (1) exterior waterproofing; (2) system damage caused by Customer's negligence, misuse, abuse, or alteration; (3) dust incidental to installation; (4) changes to wood framing system; (5) damage to personal property of any type; (6) unmarked utility line breakage; (7) damage caused by unforeseen conditions such as mold, asbestos, or lead based paint; (8) failure or delay in performance or damage caused by acts of God (flood, fire, storm, earthquake, methane gas, etc.), acts of civil or military authority, or any other cause outside of its control; (9) damage done during a lifting operation; (10) basement water seepage, unless a full perimeter drainage system has been installed; (11) heave or any damage caused by it; and (12) damage caused by lateral movements and forces of hillside creep, land sliding or slumping of fill soils of deep embankments.

**NOTICE OF CANCELLATION**  
**Pursuant to North Carolina General Statute § 25A-40**

Date of Transaction: 11/04/2019

You may cancel this transaction, without any penalty or obligation, within three business days from the above date. If you cancel, any property traded in, and payments made by you under the contract or sale, and any negotiable instrument executed by you will be returned within 10 business days following receipt by the seller of your cancellation notice, and any security interest arising out of the transaction will be canceled.

If you cancel, you must make available to the seller at your residence, in substantially as good condition as when received, any goods delivered to you under this contract or sale; or you may, if you wish, comply with the instructions of the seller regarding the return shipment of the goods at the seller's expense and risk.

If you do make the goods available to the seller and the seller does not pick them up within 20 days of the date of your notice of cancellation, you may retain or dispose of the goods without any further obligation. If you fail to make the goods available to the seller, or if you agree to return the goods to the seller and fail to do so, then you remain liable for performance of all obligations under the contract.

To cancel this transaction, mail or deliver a signed and dated copy of this cancellation notice or any other written notice, or send a telegram to JES Tar Heel, LLC at 2910 Griffith Rd. Winston-Salem, NC 27103, not later than midnight of \_\_\_\_\_ (date)

I hereby cancel this transaction.

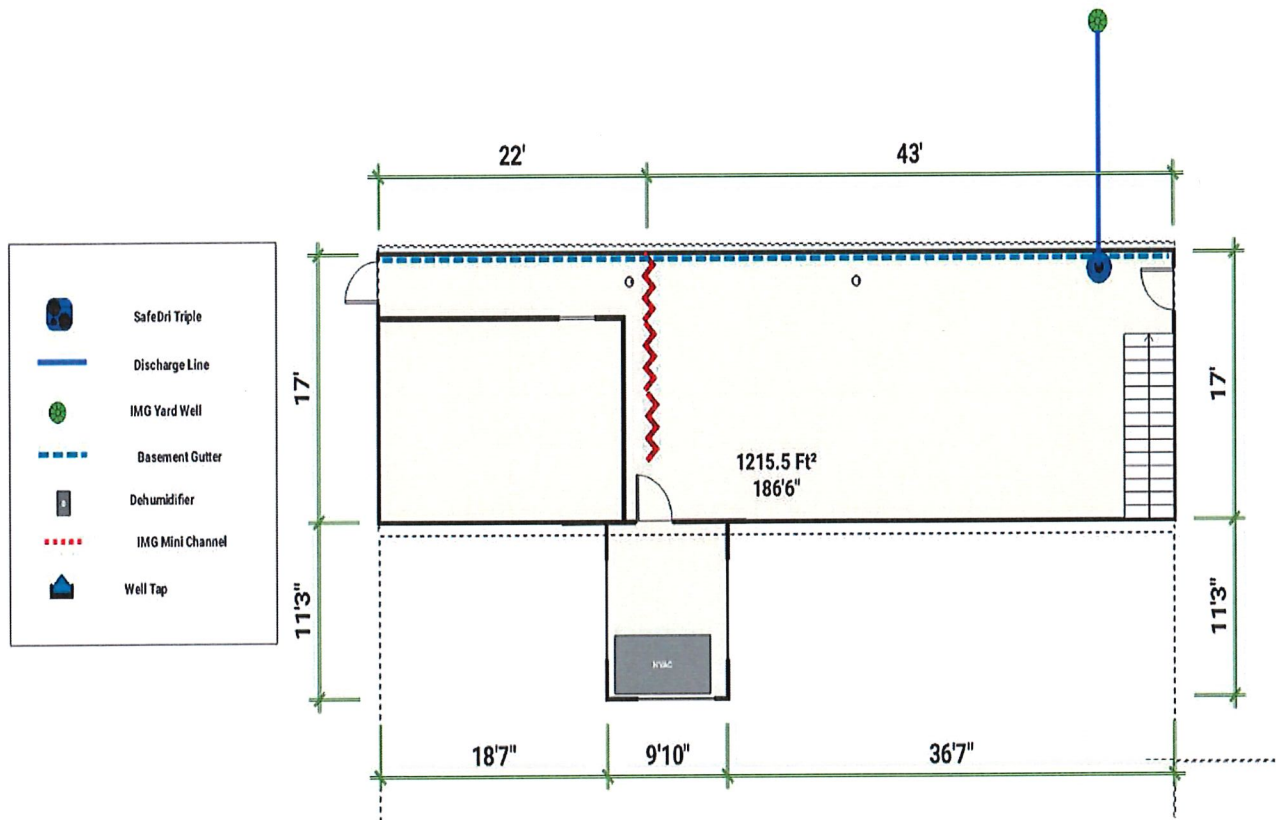
\_\_\_\_\_  
(date)

\_\_\_\_\_  
(Buyer's Signature)

The customer understands the cancellation terms. Customer will receive all of their deposit back minus \$500 for Administrative fees plus the cost of the engineer report after the Three Day Right to Cancel. Initial \_\_\_\_\_

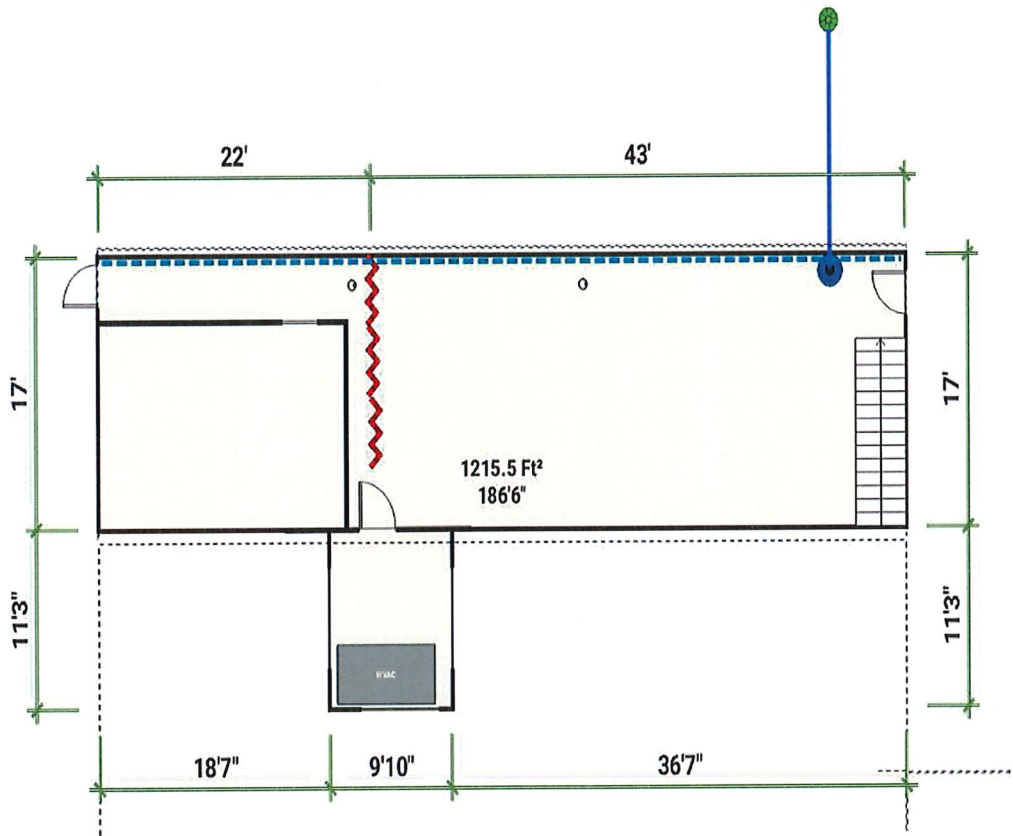


# DRAWING

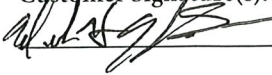




-  SafeDri Triple
-  Discharge Line
-  IMG Yard Well
-  Basement Gutter
-  Dehumidifier
-  IMG Mini Channel
-  Well Tap



Customer Signature(s):



Date: 11/04/2019





Contractor Representative:

\_\_\_\_\_ 

Date: 11/04/2019



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Winston-Salem, NC 27103  
1-877-963-9464

www.tarheelbasementsystems.com

## PAYMENT TERMS

We propose hereby to complete the services indicated in this contract for the sum of:

Contract Amount:	\$8,491.50
Deposit:	\$2,122.88
Due upon Completion:	\$6,368.62

Is the project financed? YES \_\_\_\_\_ NO \_\_\_\_\_ (Financing must be set up at the time of the signed contract.)

Approval/Account # \_\_\_\_\_

**SIGN HERE**

\_\_\_\_ (initial) - Customer must be present on final day of install and final walk-through is to be performed with the job foreman.

**SIGN HERE**

\_\_\_\_ (initial) - Balance to be paid in full to foreman on last day of install. (Unless financed)

Customer/Client Signature(s):

**SIGN HERE**

**SIGN HERE**

Date: 11/04/2019

Contractor Representative:

**SIGN HERE**

Date: 11/04/2019