

STAN YOUNG DRAINAGE, LLC

"NEVER FEAR A RAINY DAY!"

WARRANTY:

Stan Young Drainage, LLC (Company) agrees to service any masonry areas specified in the contract due to subsurface seepage or hydrostatic pressure arising through floor at no cost to the home (owner), including labor and material for the existence of the foundation. Although, these conditions are assuming that all terms and conditions have been met by the customer. Also, all pumps are held only under the manufacturer's warranty.

LIMITATIONS OF WARRANTY:

1. Stan Young Drainage, LLC agrees to install all materials in a good and workmanlike manner.
2. Stan Young Drainage, LLC does not assume liability for dampness, condensation, or water entering from a doorway not addressed in the contract. Windows, doors, under garage doors, conduit pipes, sill plate, backing up of drains throughout the house, chimney, anything above the soil level, and any damage to furnishings due to water infiltration.
3. Owners of the home are responsible to ensure to replace any broken concrete or sloped dirt toward the home after installation. As well as keeping the yard sloped away from the house, keeping gutters and roof clear of debris, including all new grates and down spout lines. Failure to keep up with any of these conditions will void the warranty.
4. All guarantees contained herein, or implicated by way of law, are void if company notices work has been hindered or tampered with by another entity.
5. All service calls made by the company not covered under the service warranty will be allocated to pay a trip fee and cost of labor/material.
6. This warranty is 100% transferable to anyone who purchases the home as long as the company is notified and the service agreement has been upheld throughout the duration of time since installation.

Awarded To: _____

Address: _____

Representative: _____ Date: _____

"Never Fear A Rainy Day!"

This agreement, entered into this 6th day of May, 2017 between Stan Young Drainage located at 818 Highland Avenue Fort Wright, KY 41011 herein referred to as seller and

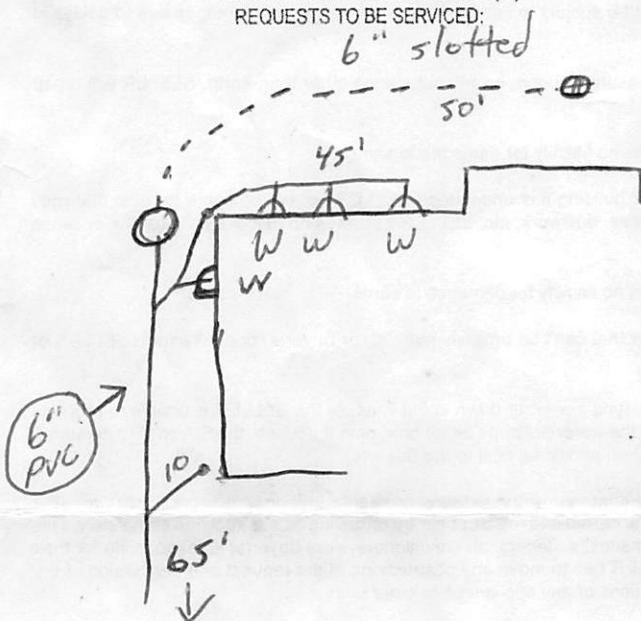
Teri Shad
(Name of Buyer(s))
7609 heats Rd.
(Street Address)
Cincinnati OH 45244 Hamilton
(City) (State) (Zip) (County)
(Business Phone)

herein referred to as the Buyer(s), witness that, in consideration of the undertakings herein expressed on the part of the parties here to be performed, the SELLER and the Buyer(s) do hereby agree as follows:

SELLER agrees to furnish all materials, labor, machinery and equipment necessary to service the below grade masonry for the above named Buyer(s). The SELLER represents that the installation of work described herein will be completed in approximately 30-60 days.

* Finish in decorative Rock

DIAGRAM OF AREA BUYER(S)
REQUESTS TO BE SERVICED:



FRONT

FOUNDATION

- ☐ Concrete
☐ Block
☐ Stone

- ☐ Basement
☐ Crawl Space
☐ Other

OTHER

- ☐ Outside Concrete _____ ft.
☒ Lineal Footage 65/50/1 ft.
☐ Possible Floor Problem
☐ Obstructed

- ☐ Bare Inside _____ ft.
☐ Finished Inside _____ ft.
☐ Outside Entrance
☐ Drive in Garage

PROCEDURES

- ☐ Caulk Basement Windows _____
☐ Seal Outside Foundation _____ ft.
☐ Reinforce Foundation
☐ Cracks where required
☒ Tie Window Wells into Subsurface Drainage 4

- ☒ Extend Down Spouts as 2 Necessary 55 ft.
☐ Silicone Exterior Foundation above Soil Level _____ ft.
☐ Re-pour Concrete Floor where Necessary _____ ft.

INSTALL

- ☐ Cove Plate _____ ft.
☐ Steel Beams _____
☒ Window Wells (4) 30"
☐ Interior Wall
☐ Shield _____ ft.
☐ Interior Sub-Floor Drainage _____ ft.

- ☐ Exterior Drainage Mat
Exterior Subsurface _____ ft.
☐ Drainage _____ ft.
☐ Grate _____ ft.
☐ Summersible Pressure Relief Pumps(s) _____ ft.
☐ Strip Drain _____ ft.

OTHER ① To install 6 inch corrugated french drain (50' rear)
② Discharge in a 6 inch PVC pipe to front past corner.
Install (4) new wells above brick w/drain. Tap 2 discharge

Buyer(s) to pay for the work described above as follows:

- (A) TOTAL CASH PRICE OF WORK
(B) DEPOSIT MADE BY BUYER(S)
(C) UNPAID BALANCE DUE

- ☒ CASH UPON COMPLETION
☐ TO BE FINANCED

\$ 6,500.00
\$ 1,500.00
\$ 5,000.00

ON TIME PURCHASES, SEE ATTACHED FEDERAL DISCLOSURE TRUTH IN LENDING FORM.

NOTICE

ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED PURSUANT HERETO OR WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER.

WARRANTY: SEE ATTACHED WARRANTY AND SERVICE AGREEMENT.

BUYERS RIGHT TO CANCEL

BUYER MAY CANCEL THIS CONTRACT BY DELIVERING WRITTEN NOTICE TO THE SELLER AT ANY TIME PRIOR TO MIDNIGHT OF THE THIRD BUSINESS DAY AFTER THE DATE OF THIS TRANSACTION. BUYER MAY USE THIS CONTRACT AS THAT NOTICE BY WRITING "HEREBY CANCEL" AT THE BOTTOM AND ADDING BUYER'S NAME AND ADDRESS. THE NOTICE MUST BE DELIVERED TO THE SELLER AT THE ADDRESS SHOWN ABOVE.

I/we undersigned Buyer(s) have read and understand this AGREEMENT including the TERMS AND CONDITIONS OF AGREEMENT on the reverse side. I/We, the Buyer(s), have been told and understand that due to the nature of water seepage problems, additional service may be required should subsequent seepage occur. I/We, the Buyer(s), hereby authorize the SELLER to commence the work described in this CONTRACT and AGREE to ALL the TERMS AND CONDITIONS herein.

Representative's
Signature Stan R. Young Jr.
Representative's
Name (Print) Stan R. Young Jr.

Buyer Teri Shad
Buyer

TERMS AND CONDITIONS OF AGREEMENT

1. I/We, the Buyer(s), understand that the Unpaid Balance of the Contract Price specified on the reverse side is to be paid to SELLER in cash upon completion of the work specified in the Contract, if I/We the Buyer(s) have not agreed at the time of signing this agreement to apply for financing or the Unpaid Balance through a lender via the SELLER. As of November 1, 2009, we no longer accept 2k3 loans we apologize for any inconvenience that may cause.
2. We, the SELLER, participate in BBB Care, a mediation/arbitration program administered by the Better Business Bureau of Cincinnati, Ohio. Upon your request, we will submit to mediation and/or binding arbitration by the Better Business Bureau for disputes arising out of this Contract. Claims that may be arbitrated shall not exceed the cost of the product and/or services involved in this Contract, plus the amount of any property damage caused by the provision of the service, plus any incidental cost (such as sales taxes) associated with the sale of the product or service. We, the SELLER, will not arbitrate disputes alleging criminal violations, product liability loss of wages, mental anguish, punitive damages, or personal injuries. For more information about mediation/arbitration, call the Better Business Bureau at (513) 421-3015 in Cincinnati.
3. This Agreement shall be binding upon and insure to the benefit of the parties hereto, their respective heirs, successors assign? executors and administrator. SELLER may further assign all or part of this Agreement.
4. **SELLER'S INSURANCE COVERAGE**
SELLER represents that all workers are covered under workers' compensation insurance, carries liability insurance on company vehicles and are applicable to the work to be performed under Contract.
5. **WORK STANDARDS**
 - a) SELLER agrees to complete all work specified in this Contract in a good and workmanlike manner according to the Standard practices of the industry.
 - b) SELLER will endeavor to perform all work in a timely manner, but time is not of the essence of this Contract, and SELLER shall be permitted additional time to perform the work specified herein when delays are due to causes beyond the control of SELLER such as strike, flood, fire, inability to secure the necessary materials, acts of God, labor difficulties and the like. SELLER will not be subject to liability for any consequential damages due to delays in completion of the Contract unless specifically agreed to in writing.
 - c) If necessary for SELLER to drill through exterior concrete, flagstone, asphalt, wood, or any substance other than earth. SELLER will repair same in the best manner possible, but assumes no liability for damages to same.
 - d) If SELLER has to remove any plants, or landscaping, SELLER assumes no liability for damages to same.
 - e) If necessary for SELLER to run air hammers inside Buyer(s) home or building it is understood SELLER will not be liable for dust that may travel through the air and settle onto or in any furnishings such as appliances, furnaces, ductwork, etc. SELLER assumes no responsibility for the expense of cleaning or damages that may occur to the premises or contents thereof.
 - f) If SELLER has to remove any plants, or landscaping, SELLER assumes no liability for damages to same.
 - g) SELLER assumes no liability for any underground lines on the exterior that can't be properly marked, or Buyer(s) doesn't inform SELLER of before actual work has begun.
 - h) If SELLER connects any interior, or exterior drainage lines into any existing sewer, or down spout lines, or the SELLER is unable to properly connect into such lines because these lines fail to be acceptable or adequate to carry the water drainage either now, or in the future, the Buyer(s) understand, and agree the SELLER may have to install a new line, or Pressure Relief Pump(s) at an additional cost to the Buyer(s).
 - i) For SELLER to treat the areas specified herein, from either the interior or the exterior, or should further service be necessary after initial waterproofing, it is the Buyer(s) obligation to have the floor and walls bare and accessible to the SELLER by removing all obstructions completely. This includes floor tile, carpeting, paneling, drywall, and appliances (fuel/water tanks, furnaces, softeners, air conditioners, etc.) Buyer(s) is responsible for their replacement, but shall not replace them until notified by SELLER. However, if SELLER has to move any obstructions at the request and permission of the Buyer(s), SELLER assumes no liability or responsibility for any damages or malfunctions of any appliances or other units.
6. **OWNERSHIP OF PREMISES**
Buyer(s) represent that he/she/they are the LEGAL OWNERS of the premises set forth herein upon which work is done, are duly authorized and are competent to contract for the work and materials set forth herein. Upon request of SELLER, Buyer(s) shall provide written evidence that he/she/they hold present LEGAL TITLE to the premises.
7. **CERTIFICATE OF COMPLETION**
Buyer(s), understand that upon substantial completion of the work specified to be done herein by SELLER, that Buyer(s), will be obligated to sign a "COMPLETION CERTIFICATE" or other documents that may be requested by SELLER to attest to the fact of the completion of the work under this Contract. This "CERTIFICATE OF COMPLETION" shall be signed by the Buyer or by one of the Buyers, and shall attest to the fact that the SELLER has substantially performed its duties and legally completed the contract. If any minor work remains to be done at the time of presentation of the "CERTIFICATE OF COMPLETION" the signing of such certificate shall not be delayed, but a WORK ORDER shall be executed by SELLER and Buyer(s) at the time of signing the "COMPLETION CERTIFICATE" specifying the work remaining to be done and the same shall be completed by SELLER as soon as practicable. Any balance of monies due SELLER must be paid at this time.
8. **BUYER'S BREACH**
Buyer(s) understand that if this Contract is canceled by Buyer(s) or if Buyer(s) otherwise prevent SELLER from performing under this Contract at a time after the expiration of the three (3) business day rescission period but before commencement of actual work under this Contract the Buyer(s) agree that he/she/they shall be liable to pay to SELLER a sum equal to thirty-three percent (33% of the Contract Price). This represents profit or loss to SELLER as the result of Buyer(s) anticipatory breach, which sum both parties agree is appropriate because of the difficulty of ascertaining exact damages, and which shall be considered as liquidated damages. It is further understood that the SELLER shall accept no cancellation or rescission of the Contract once actual work has begun, and the Buyer(s) shall be responsible for payment of full Contract Price.
9. **SELLER'S RIGHT OF REFUSAL**
SELLER reserves the right of refusal on all Contracts. If SELLER exercises its right of refusal, any deposit received will be returned as soon as practicable.
10. **ENTIRE AGREEMENT**
Buyer(s) hereby acknowledge receipt of a copy of this Contract together with the Finance Agreement, if any and a copy of the Limited Warranty Buyer(s) have read the entire Contract know and understand the same and their obligations herein and confirm that the written Contract constitutes the ENTIRE AGREEMENT between the parties hereto that there are no written or verbal understanding which has not been expressly set forth herein made by SELLER or its agent and that no modification of, or additions any provision herein shall be valid or binding upon SELLER as successors or assigns unless expressly ?? here in writing.