

B-DRY® WATERPROOFING & FOUNDATION REPAIR

A Division of BDS Management Group, Inc.

4300 Papermill Drive

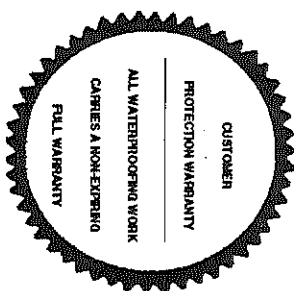
Knoxville, TN 37909

Phone: (865) 546-8981

Fax: (865) 546-3017

Toll Free: 1-800-737-2379

will.bdryforever.com



Date of Job 8/26/2005

Job Number

B8BJVa

Licensee fully warrants the basement areas waterproofed with the B-DRY® System (Patent Nos. 4,590,722 and 4,612,742) to be free from water leakage for **THE FULL LIFE OF THE STRUCTURE, PURSUANT TO THE JOB PLAN**, regardless of ownership, and will at **NO ADDITIONAL COST TO THE CUSTOMER**, provide such labor and materials as required. Should service be required, notify the Licensee. Additional Warranty provisions follow:

The customer acknowledges that this Warranty only protects against leakage only in those areas where the B-Dry System has been installed. Examples of areas not covered include, but are not limited to, leaks above the Rigid Sealer or leaks in any area of the floor slab where the B-Dry System is not installed.

This Warranty does not cover:

- Leakage from: backing up or plugging of sewers, grate drains, sump pump failure during electrical outages, floods (i.e., surface water flowing through doors, window wells, walls and over foundation walls) or malfunctioning sump pumps; which are covered by a separate manufacturer's warranty.
- Damp spot discoloration of walls.
- Any consequential damage to property resulting from water leakage from any and all sources.
- High humidity or condensation in the basement or crawlspace area.

Customer acknowledges that:

- The B-Dry System is not a mitigation program for mold, mildew and fungi; as a result the Warranty does not cover any protection against mold, mildew and fungi.
- The customer is responsible for keeping the discharge pipe and grate drain free of debris.
- A B-Dry crawlspace waterproofing system will not protect the customer against basement leakage.

The B-Dry Warranty is a non-expiring Full Warranty that offers the customer all the rights and protection of the Magnuson-Moss Consumer Protection Act.

Job

2688 Poplar Ridge Road

Address

Blairsville, GA 30512

Authorized
Signature

Patric Hunt

JOB PLAN [Job # B88JVA]

Name JUDITH VAUGHN Date 7-28
Street 2688 POOLAR RIDGE DR.
City, State, Zip BLAINSVILLE GA 30512
H 706 745 3521 W _____
C _____ email _____
Actual JOB Location: SAME



East Tennessee

4300 Papermill Drive
Knoxville, TN 37909

(865) 546-8981

Toll-free (800) 737-2379

(865)-588-4248 Fax

www.bdryforever.com

Schedule Week Of

(2) Estimated Days

Scope

1. We propose to furnish all labor and materials necessary to waterproof areas of the basement / crawlspace / per the attached Sketch Sheet. For Basement installations, we will remove and dispose of debris that we create. (other)
2. We will perform in a workmanlike manner in accordance with standard practice, following all B-Dry procedures.
3. We will clean up affected areas. For Basement installations, where possible, we will attempt to create a "negative-air" environment and we will broom sweep floor. Customer accepts responsibility for all dust and dirt particles which may remain.
4. Any expansion of the Scope must be detailed here; otherwise this is the extent of the work covered by this contract.

Additional work:

Acknowledgements

- ☒ Customer understands that there are three distinct and separate phases for any waterproofing work:
- (1) Preparation of work area as detailed on Job Prep Form attached hereto (Customer's responsibility).
 - (2) Waterproofing installation (B-Dry's responsibility)
 - (3) Restoration of work area (Customer's responsibility)
- ☒ Customer agrees to have work area accessible before Crew arrival, with all necessary Prep Work completed, unless otherwise stated on Customer Prep Form. If B-Dry personnel must perform Customer's Prep Work, there will be an additional charge and Customer agrees to release B-Dry from all cost or liability resulting from this work, including restoration or replacement. N/C SW
- ☐ Customer agrees to have natural gas lines in the work area disconnected and reconnected by a competent professional, if required by B-Dry.
- ☐ Customer agrees to have an appropriate electrical outlet installed, if a sump pump is necessary.
- ☒ Customer understands that B-Dry labor and B-Dry materials are covered by a life-of-the-structure Warranty, except sump pumps, which are covered by separate manufacturers' limited warranties. In the event service is required in an area waterproofed, B-Dry's sole liability shall be to repair the leakage, and B-Dry shall not be liable for any damages which may result from said leakage.
- ☒ Unknown conditions, which are rare, will be evaluated as discovered and could change our recommendations and/or pricing. All pricing changes will be handled with a Change Order signed by both parties.
- ☒ Customer understands that waterproofing is not a solution to mold or mildew problems.
- ☐ Customer understands that the Crawlspace System is not designed or warranted to solve Basement leakage.
- ☐ If the contour of the Crawlspace cannot be assessed due to flooding or obstructions, Customer will be given a "not-to-exceed" price for Lateral System which may be needed to permanently solve the problem. Price will be reduced if this system is not required, after contour can be seen by the Foreman.
- ☐ Customer understands that any area not protected by the B-Dry System can leak, unless you install the B-Dry System in that area.
- Basement linear footage below grade: _____ Crawlspace linear footage below grade: _____ Other linear footage below grade: _____

Job Price (Pricing good for 90 days. Add-on work at later date priced as New Job.)

All material is guaranteed to be as specified and all work to be completed in a substantial workmanlike manner in accordance with above understandings for the sum indicated for each Option. See Pricing Worksheet (Page 3) for Option details.

Option B-Dry recommends: # 2 59 ft FreeFlo/ 59 sf Sealer \$ 4614

Option Customer selects: # 2 59 ft FreeFlo/ 59 sf Sealer \$ 4614

Any Modification of this Job Plan or Job Sketch, which changes the Scope, cost, materials, work to be performed or estimated completion time, must be made in writing on the Change Order form and signed by all parties.

Method of Payment

- ☒ Cash or Check payment to Foreman upon installation
- ☐ Finance (requires advance approval)
- ☐ Credit Card (requires advance approval) MC V AX Dis
- ☐ From Escrow (requires letter from Closing Attorney)
- Name/Address/Phone of Closing Attorney: _____

☒ Down Payment: N/A

☐ Other: _____

Payment Terms:

Payment due upon installation of B-Dry System. This Contract serves as your Invoice—no Statement will be issued.

Any non-payments for work performed by B-Dry, as required by this Contract, will void any Warranty and/or implied promises contained herein and you will pay all costs of collection, including reasonable attorney's fees and court costs. Other Terms:

Acceptance of Proposal:

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

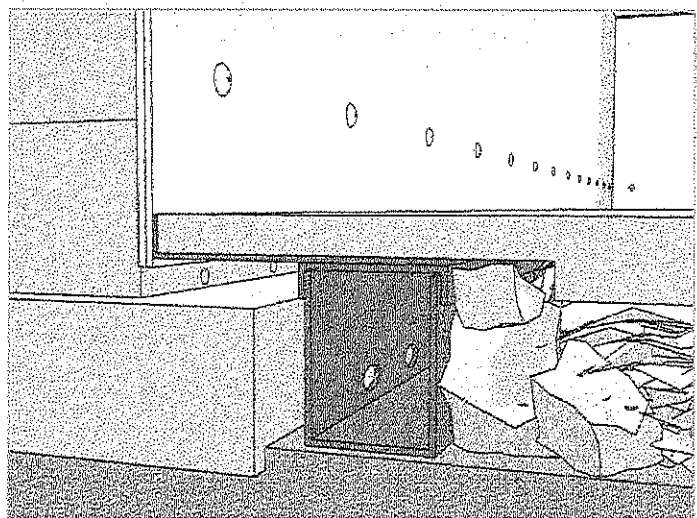
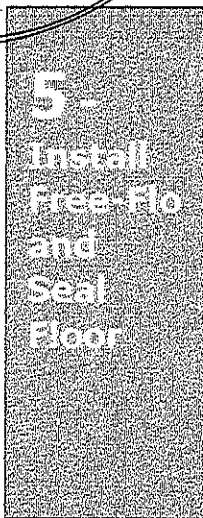
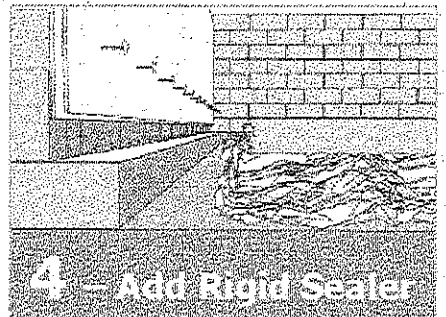
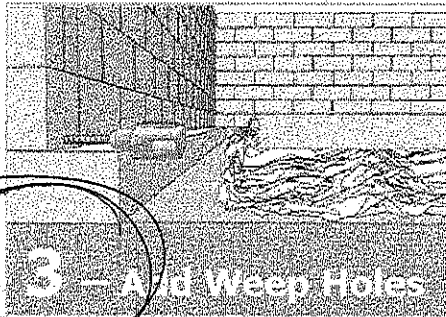
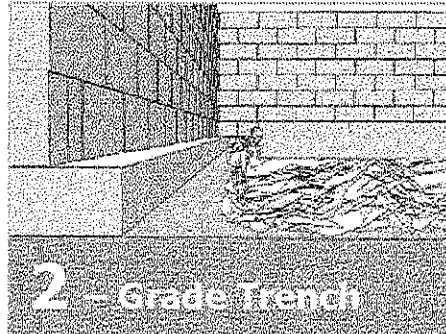
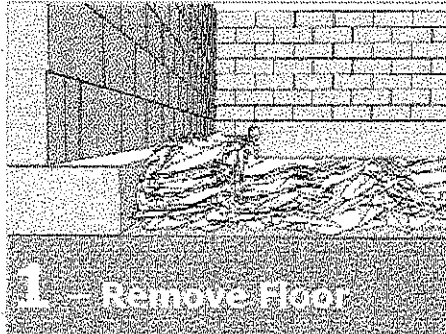
Customer
Signature Judith Vaughn
Authorized
B-DRY
Signature Scott Kilgus

Date 7-28-05

Date 7-28-05

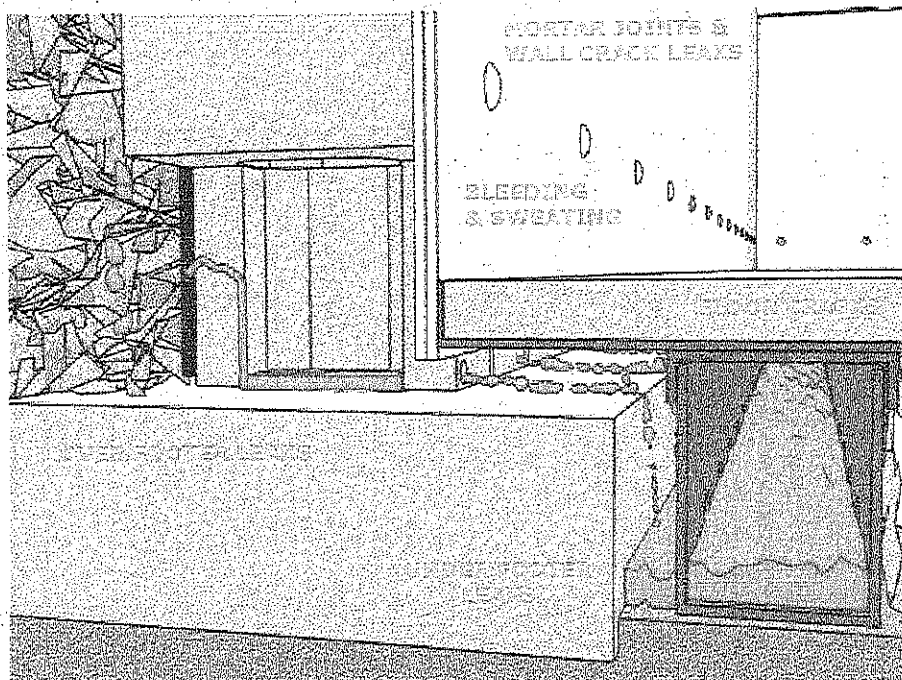
PAGE 1 OF 3 -- THIS JOB PLAN IS NOT IN EFFECT WITHOUT THE JOB SKETCH AND THE PRICING WORKSHEET

How The B-DRY Basement System Is Installed



A permanent basement solution in just a few steps.

How The B-Dry System Stops All 5 Ways



How The B-Dry System Permanently Stops All 5 Ways

The B-DRY Waterproofing System is the only waterproofing system that stops all five ways water can enter your basement... Once and Forever. Its unique patented design and installation technique eliminates gravel, keeping the system clog-free and self-flushing for the life of your structure.

A permanent waterproofing solution must stop ALL 5 ways water can enter your basement - and it must do it forever.

~~SECRET~~

Old Blue Ridge Hwy to Mulky Gap Rd
Go 1 1/2 miles, turn Right on Hidden Lake Rd
Take 1st street on left, Poplar Ridge
1st house on left # 2688.

Move water heater, washer & dryer back to wall --

Need:

- > 22" water heater pan

> ~~SECRET~~

Total bill est.

Labor 75\$

3/4 PRV + fittings

47.50 \$

Tax 3.32 \$

Total : 125.82

water pressure hinge

9-16-05

9-16-03
Ricky Brown
Tony's Plumbing

TONY'S PLUMBING

Invoice # P

Division of
Tebarco Mech.

126 Wellborn St. Suite B
Blairsville, Georgia 30512

(706) 745-5634 Fax (706) 745-0212

SERVICE ORDER / FORCE ACCOUNT / CHANGE ORDER / WORK ACKNOWLEDGEMENT

CUSTOMER'S ORDER NO	PHONE	MECH.	HELPER	STARTING DATE	JOB NAME AND LOCATION	
BILL TO				ORDER TAKEN BY		
ADDRESS				<input type="checkbox"/> DAY WORK <input type="checkbox"/> CONTRACT <input type="checkbox"/> EXTRA	JOB PHONE	warranty: exist contract: service cont: normal call: res () com (): a.w.a.
REASON FOR CALL:						

DESCRIPTION OF WORK AND RECOMMENDATION:

Moving out water heater,
washer, and dryer for
waterproofing and then
moving them back.

[illegible][illegible]MECH SIGNATURE: [Signature] DATE 9-8-05

I Certify the work has been completed to my satisfaction and agree to pay invoice upon receipt.

Please make checks payable to Tebarco Mechanical.
1.5% SERVICE CHARGE ADDED AFTER 30 DAYS.

CUSTOMER SIGNATURE [Signature]

TOTAL LABOR COST

TOTAL MATERIAL COST

COUNTY TAX 7 %

TOTAL INVOICE

260.00
9.59
1.37
208.50

Q80-96