

B-DRY® SYSTEMS OF LOUISVILLE, INC.
AN INDEPENDENT LICENSEE OF B-DRY® SYSTEM, INC.
3909 BISHOP LANE
LOUISVILLE, KY 40218

B-Dry® System
Permanent
Waterproofing Solutions



Job Number 08211
Date Job Completed 3/3/08

This Lifetime Warranty
is backed and offered to you
exclusively by
B-Dry® Systems
of Louisville, Inc.

Company warrants the areas waterproofed with the B-Dry® System to be free from water leakage for the life of the structure, regardless of ownership. Should service be required, Company will provide the labor and materials at no additional cost to Customer. This warranty does not cover mold, mildew, fungus or any organic substance, condensation, water entering over walls, through, over or around windows or doors, water entering from any point above ground level, leakage that is a result of power outage, fire, flood, tornado, earthquake, or any Act of God. Warranty does not apply if sump pump malfunctions or is unable to keep up with the flow of water. Sump pumps are covered under a separate one-year manufacturer's warranty only. Warranty does not cover leakage that results from work done by anyone other than B-Dry® Systems of Louisville.

In the event service is required under this warranty, the Company's sole liability shall be to repair the leakage. Company is not liable for any damages that may result from the leakage, including but not limited to damage to carpet, floor tile, wall coverings, appliances or furniture. Customer shall bare walls and floor in area to be serviced and will be responsible for the replacement of these items. A service charge will apply to calls made for service of problems not covered under warranty.

Job Address 1700 Washington Blvd
Louisville Ky 40242

Authorized Signature [Signature]

B-DRY® SYSTEMS OF LOUISVILLE

COMPARISON ANALYSIS

If They Were Priced the Same, Which Would You Choose?

It is tempting sometimes to make a decision based only on the money involved. Unfortunately, when that is done the customer often does not get the desired results – in this case, a dry basement from a strong company that has both the desire and ability to back up their work. It is better to shop for value rather than price because the lowest price is not always the best deal.

With that in mind, please take a few minutes to consider the following points and then decide who you think gives you the best value for your money.

HOW STRONG IS THE WARRANTY?

US - Our warranty is a full warranty and continues for the life of the structure. It can be transferred from owner to owner. Our warranty is individually registered by number to the property and becomes a part of our permanent records. Our warranty gives you protection for the life of your home.

Others - Anyone can offer a “lifetime” warranty. The question is, on whose lifetime is it based? Warranties are often backed only by the person giving it. When that person dies or goes out of business, the warranty goes with him.

HAVE THE WATERPROOFING WORK AND THE WARRANTY BEEN PROVEN TO WORK OVER THE LONG TERM?

US - The B-Dry® System has been successfully installed in over 200,000 basements since 1958. Our warranty has survived the test of time; it is not merely a sales technique designed to get your business.

Others - Some “lifetime” warranties have been in effect for only a few years. Likewise, some of the companies offering these warranties have only been in business for a few years. Many waterproofing companies that offered “lifetime” warranties are now out of business.

WHAT IS THE COMPANY'S LEVEL OF EXPERTISE?

US - The B-Dry® System is universally viewed as the premier system in the waterproofing industry. The B-Dry® System has been written about in a number of prestigious national publications, including *Better Homes and Gardens*, *Builder Magazine*, *Practical Homeowner* and others. It has been featured on the TV program *This Old House*. Also, the B-Dry® System has been evaluated by FHA, HUD and BOCA and has been found to meet or exceed the strict standards of all three of these organizations.

Others - None can compare.

WHO DOES THE ACTUAL WORK?

US - Every crew member is well-trained in the art of basement waterproofing and they all work directly and solely for us. We never use sub-contractors. This helps us maintain our high quality standards. Also, this knowledge and experience are invaluable in our personnel knowing how to handle situations that come to light only after the work has begun.

Others - Some companies routinely use sub-contractors and/or part-time help to perform some or all of their work.

HOW STABLE IS THE COMPANY? WILL THEY BE AROUND OVER THE LONG TERM?

US - The B-Dry® Waterproofing System has been well-known throughout the Kentuckiana area for many, many years. B-Dry® Systems of Louisville will continue to lead the basement waterproofing industry for many years to come.

Others - Waterproofing is a very mobile industry, with a lot of movement into and out of the business. Waterproofing companies come into and go out of business in the Kentuckiana area every year.

The Value of Quality

"It's unwise to pay too much, but it's worse to pay too little. When you pay too much, you lose a little money. When you pay too little, you sometimes lose everything, because the thing you bought was incapable of doing the thing it was bought to do. The common law of business balance prohibits paying a little and getting a lot -- it can't be done. If you deal with the lowest bidder, it is well to add something for the risk you run. And if you do that, you will have enough to pay for something better."

John Ruskin

WARRANTY POLICY

THIS FORM CONTAINS IMPORTANT INFORMATION REGARDING YOUR WATERPROOFING WARRANTY. PLEASE READ IT IN IT'S ENTIRETY AND CALL OUR OFFICE IF YOU HAVE ANY QUESTIONS.

Should you ever need service on the waterproofing work we have provided you, please be assured that any repair work that is covered under the terms of our warranty will be provided without charge to you. There are some types of leakage, however, that are **NOT** covered under the warranty (see examples below). You should be aware that if you schedule a service run and our service technician determines that the source of the leakage is an area that is not covered under our warranty, **YOU MAY BE CHARGED A FEE TO HELP OFFSET THE COST OF THE SERVICE RUN.**

FOLLOWING ARE SOME OF THE AREAS THAT ARE NOT COVERED UNDER YOUR WARRANTY:

- Water coming from an area of the basement that we did not waterproof
- Water coming through a window, unless the window was specifically waterproofed and is noted as such on the Job Plan.
- Water coming over the top of the wall, unless the sill plate was specifically waterproofed and is noted as such on the Job Plan
- Water coming under a doorway
- Water coming from any point above ground level
- Sump pump failure after 1 year warranty period
- Sump pump overload
- Cement curing
- Plumbing leaks
- Floor drain backing up
- A/C condensation line leaking
- High humidity
- Electrical failure or power outages
- Other exclusions as noted in the contract and the warranty certificate

We do not want you to spend money that you do not have to. So, in the interest of helping us provide you with the best service possible, as well as saving yourself unnecessary expense, please carefully check the items listed above before calling us for service. Thank you for your cooperation.

We appreciate your business and the confidence you have shown in us!

B-DRY® SYSTEMS OF LOUISVILLE, INC.

AN INDEPENDENT LICENSEE OF B-DRY® SYSTEM, INC.
 3909 BISHOP LANE, LOUISVILLE, KY 40218
 Phone: (502) 968-4444

Date of Visit 4/8/08

Start Date _____

Job Number _____

Date Completed _____

Customer Tim & Sharon Jamison

Phone (H) _____

Address 1700 Washington Blvd

(C) _____

City Louisville State Ky Zip 40242

(W) _____

DESCRIPTION CODE

Total Linear Footage Install floor drain in outside windy
at back door

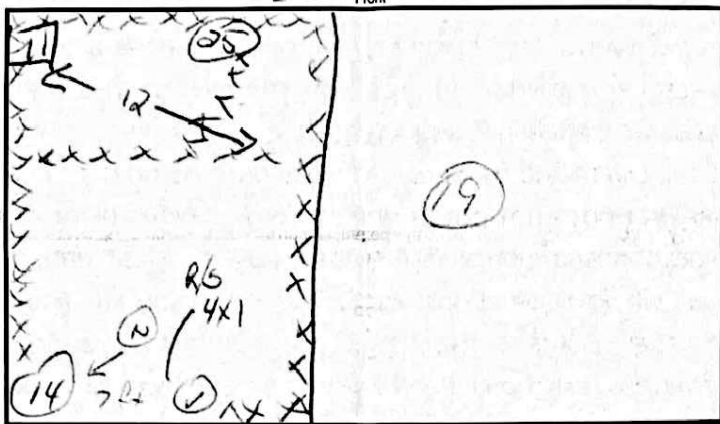
CONDITION CODE

1. Cement Block Wall
2. Brick Wall
3. Stone Wall
4. Concrete Wall
5. Finished Wall P
6. Concrete Floor
7. Tile on Floor
8. Carpet on Floor
9. Driveway
10. Outside Stairwell
11. Furnace
12. Sink
13. Floor Drain
14. Sump Pump
15. Window
16. Garage
17. Closet
18. Downspout
19. Crawl Space
20. Fireplace
21. Sewer Line
22. Outside Door
23. Stair Platform
24. Commode/Shower
25. Water Heater
- 26.
- 27.

- A. Water in Wall
- B. Water at Cove Joint
- C. Water through Floor Cracks
- D. Water through Windows
- E. Honeycomb in Wall
- F. Horizontal Crack in Wall
- G. Tie Wire Leak
- H. Vertical Crack in Wall
- J.

SPECIAL WORK

- K. Waterproof Fireplace
- L. Waterproof () Window Walls
- M. Clean/Install () Window Wells
- N. Install Sump Pump
- P. Install Battery Backup Pump
- R. Install Sump Alarm
- S. Install Beams
- T. Waterproof () Steps
- V. Crack Repair



JOB DESCRIPTION: Company agrees to waterproof 0 of front wall, 0 of back wall, 0 of left wall, 0 of right wall, 0 of floor cracks. Company to install The B-Dry® System as indicated above.

Install baby 3 in existing sump higher and more Inverter to 2nd pump Run discharge over sill to splash block, Install new 3 inch floor drain in hallway and run back to existing sump. Install 4x4 block in side basement door and run to existing sump. 4150 12+ of floor cracks to be done under warranty.

SITE PREPARATION BY CUSTOMER. Customer is responsible for the items checked below. Failure to properly prepare site prior to arrival of work crew may result in Company being unable to perform the work as scheduled and/or an additional charge to Customer for lost time on items Company must move.

- | | |
|---|--|
| <input type="checkbox"/> Remove items from basement or move into center of room a minimum of 8 feet from walls. | <input type="checkbox"/> Remove & replace drywall, paneling, studs. |
| <input type="checkbox"/> Pull back & replace carpeting. | <input type="checkbox"/> Remove & replace washer, dryer, laundry tub, hot water heater, furnace, oil tank. |
| <input type="checkbox"/> Remove & replace floor tile or linoleum. | <input type="checkbox"/> Remove & replace commode, bathtub, shower stall, sink. |
| <input type="checkbox"/> Remove & replace steps, landing platform. | <input type="checkbox"/> Provide electrical outlet for sump pump. |
| <input type="checkbox"/> Remove & replace baseboard molding. | <input type="checkbox"/> Other: _____ |

SCOPE OF WORK: Company will provide the labor and materials to perform the work specifically detailed under Job Description. The contracted work does not include any work that is not clearly indicated under Job Description. Work will be performed in a workmanlike manner in accordance with standard practice. The work recommended is based upon our observations on the date of visit as well as information provided us by the homeowner. The work proposed is not intended to eliminate or retard the growth of mold, mildew, fungus or any organic substance.

DIFFERING SITE CONDITIONS: The price quoted assumes normal construction and concrete thickness, conforming to standard municipal codes and building practices. If after commencing work Company discovers unanticipated site conditions, solid rock, or concrete floors more than 6" thick, Company has the right to assess Customer an additional charge to cover the increased costs. If after commencing work Company determines that, in Company's opinion, the area being worked on is structurally unstable, or is likely to become structurally unstable, Company may unilaterally rescind this agreement with no liability to the Company whatsoever.

WARRANTY: SEE THE BACK OF THIS CONTRACT FOR THE FULL TERMS OF THE WARRANTY COVERING THIS WORK.

PAYMENT TERMS: Customer agrees to pay the balance due on the day work is completed. A 3% invoicing fee will be assessed if payment is not made as specified. An interest charge of 1 1/2% per month will be charged on any outstanding balance not paid upon completion of work. In the event of default in payment, warranty is null and void and Customer will be liable for all collection costs, including attorney's fees.

ENTIRE AGREEMENT: This agreement contains all the terms and conditions agreed to by the parties. No other representations, warranties or agreements, expressed or implied, shall vary the terms of this agreement.

ACCEPTANCE OF PROPOSAL: The prices, specifications and conditions listed in this agreement, including those listed on the back, are satisfactory and are hereby accepted. B-Dry® Systems of Louisville, Inc. is authorized to do the work as specified.

Signature _____ Date 4-8-08
CUSTOMER

Signature _____ Date 4/8/08
COMPANY REPRESENTATIVE

Contracted Price	\$ <u>1205⁰⁰</u>
Deposit <u>CR# 1014</u>	\$ <u>100⁰⁰</u>
Balance Due Day of Completion	\$ <u>1105⁰⁰</u>

This proposal may be withdrawn if not accepted within 30 days.

6100
1105
7205

LIMITED WARRANTY

COMPANY WARRANTS THE AREA WATERPROOFED WITH THE B-DRY® SYSTEM TO BE FREE FROM WATER LEAKAGE FOR THE LIFE OF THE STRUCTURE, REGARDLESS OF OWNERSHIP. SHOULD SERVICE BE REQUIRED, COMPANY WILL PROVIDE THE LABOR AND MATERIALS AT NO ADDITIONAL COST TO CUSTOMER. THIS WARRANTY DOES NOT COVER MOLD, MILDEW, FUNGUS OR ANY ORGANIC SUBSTANCE, CONDENSATION, WATER ENTERING OVER WALLS, THROUGH, OVER OR AROUND WINDOWS OR DOORS, WATER ENTERING FROM ANY POINT ABOVE GROUND LEVEL, LEAKAGE THAT IS A RESULT OF POWER OUTAGE, FIRE, FLOOD, TORNADO, EARTHQUAKE, OR ANY ACT OF GOD. WARRANTY DOES NOT APPLY IF SUMP PUMP MALFUNCTIONS OR IS UNABLE TO KEEP UP WITH THE FLOW OF WATER. SUMP PUMPS ARE COVERED UNDER A SEPARATE ONE-YEAR MANUFACTURER'S WARRANTY ONLY. WARRANTY DOES NOT COVER LEAKAGE THAT RESULTS FROM WORK DONE BY ANYONE OTHER THAN B-DRY® SYSTEMS OF LOUISVILLE. A SERVICE CHARGE WILL APPLY TO CALLS MADE FOR SERVICE OF PROBLEMS NOT COVERED UNDER WARRANTY.

IN THE EVENT SERVICE IS REQUIRED UNDER THIS WARRANTY, THE COMPANY'S SOLE LIABILITY SHALL BE TO REPAIR THE LEAKAGE. COMPANY IS NOT LIABLE FOR ANY DAMAGES THAT MAY RESULT FROM THE LEAKAGE, INCLUDING BUT NOT LIMITED TO DAMAGE TO CARPET, FLOOR TILE, WALL COVERINGS, APPLIANCES OR FURNITURE. CUSTOMER SHALL BARE WALLS AND FLOOR IN AREA TO BE SERVICED AND WILL BE RESPONSIBLE FOR THE REPLACEMENT OF THESE ITEMS.

Date of Visit 1/9/2008

B-DRY® SYSTEMS OF LOUISVILLE, INC.

AN INDEPENDENT LICENSEE OF B-DRY® SYSTEM, INC.

3909 BISHOP LANE, LOUISVILLE, KY 40218

Phone: (502) 968-4444

Start Date _____

Job Number _____

Date Completed _____

Customer Jim + Sharon Jamison

Phone (H) _____

Address 1700 Washington Blvd

(C) _____

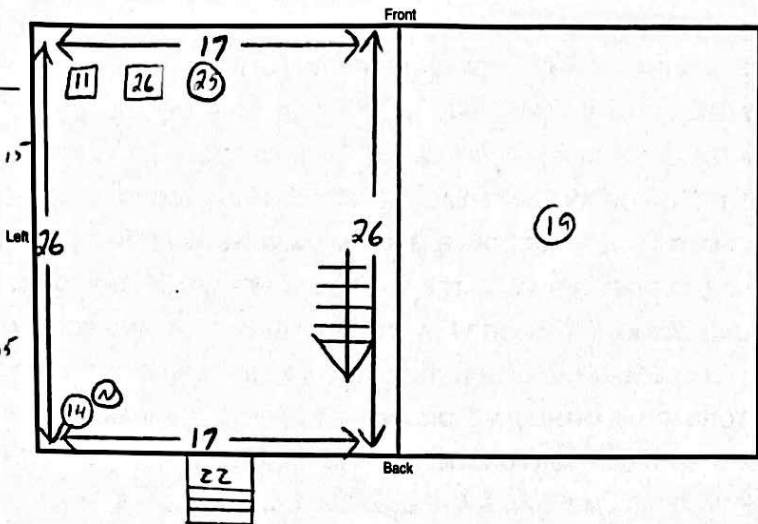
City Louisville State 14 Zip 40242

(W) _____

DESCRIPTION CODE

Total Linear Footage 86' B-Dry System + Inverter

- 1. Cement Block Wall
- 2. Brick Wall
- 3. Stone Wall
- 4. Concrete Wall
- 5. Finished Wall P
- 6. Concrete Floor
- 7. Tile on Floor
- 8. Carpet on Floor
- 9. Driveway
- 10. Outside Stairwell
- 11. Furnace
- 12. Sink
- 13. Floor Drain
- 14. Sump Pump
- 15. Window
- 16. Garage
- 17. Closet
- 18. Downspout
- 19. Crawl Space
- 20. Fireplace
- 21. Sewer Line
- 22. Outside Door
- 23. Stair Platform
- 24. Commode/Shower
- 25. Water Heater
- 26. Well Pump
- 27.



CONDITION CODE

- A. Water In Wall
- B. Water at Cove Joint
- C. Water through Floor Cracks
- D. Water through Windows
- E. Honeycomb in Wall
- F. Horizontal Crack in Wall
- G. Tie Wire Leak
- H. Vertical Crack in Wall
- J.

SPECIAL WORK

- K. Waterproof Fireplace
- L. Waterproof () Window Wells
- M. Clean/Install () Window Wells
- N. Install Sump Pump
- P. Install Battery Backup Pump
- R. Install Sump Alarm
- S. Install Beams
- T. Waterproof () Steps
- V. Install

JOB DESCRIPTION: Company agrees to waterproof 17 of front wall, 17 of back wall, 26 of left wall, 26 of right wall, _____ of floor cracks. Company to install The B-Dry® System as indicated above.

Exhaust to Lobby 3 (1/2 H.P.) sump and pump we install at location of existing sump. Install power inverter with battery. Install weepholes in bottom core of each block, waterproof ledge (56" about 3" wide by 10" High. Install B-Dry Rigid seal 1" High on ledge and 3" High on wall. Install and reset water heater and steps. Work behind furnace.

SITE PREPARATION BY CUSTOMER. Customer is responsible for the items checked below. Failure to properly prepare site prior to arrival of work crew may result in Company being unable to perform the work as scheduled and/or an additional charge to Customer for lost time on items Company must move.

- Remove items from basement or move into center of room a minimum of 8 feet from walls.
- Pull back & replace carpeting.
- Remove & replace floor tile or linoleum.
- Remove & replace steps, landing platform.
- Remove & replace baseboard molding.
- Remove & replace drywall, paneling, studs.
- Remove & replace washer, dryer, laundry tub, hot water heater, furnace, oil tank.
- Remove & replace commode, bathtub, shower stall, sink.
- Provide electrical outlet for sump pump.
- Other: move well pump
Give access to outside stairs.

SCOPE OF WORK: Company will provide the labor and materials to perform the work specifically detailed under Job Description. The contracted work does not include any work that is not clearly indicated under Job Description. Work will be performed in a workmanlike manner in accordance with standard practice. The work recommended is based upon our observations on the date of visit as well as information provided us by the homeowner. The work proposed is not intended to eliminate or retard the growth of mold, mildew, fungus or any organic substance.

DIFFERING SITE CONDITIONS: The price quoted assumes normal construction and concrete thickness, conforming to standard municipal codes and building practices. If after commencing work Company discovers unanticipated site conditions, solid rock, or concrete floors more than 6" thick, Company has the right to assess Customer an additional charge to cover the increased costs. If after commencing work Company determines that, in Company's opinion, the area being worked on is structurally unstable, or is likely to become structurally unstable, Company may unilaterally rescind this agreement with no liability to the Company whatsoever.

WARRANTY: SEE THE BACK OF THIS CONTRACT FOR THE FULL TERMS OF THE WARRANTY COVERING THIS WORK.

PAYMENT TERMS: Customer agrees to pay the balance due on the day work is completed. A 3% invoicing fee will be assessed if payment is not made as specified. An interest charge of 1 1/2% per month will be charged on any outstanding balance not paid upon completion of work. In the event of default in payment, warranty is null and void and Customer will be liable for all collection costs, including attorney's fees.

ENTIRE AGREEMENT: This agreement contains all the terms and conditions agreed to by the parties. No other representations, warranties or agreements, expressed or implied, shall vary the terms of this agreement.

ACCEPTANCE OF PROPOSAL: The prices, specifications and conditions listed in this agreement, including those listed on the back, are satisfactory and are hereby accepted. B-Dry® Systems of Louisville, Inc. is authorized to do the work as specified.

Signature [Signature] Date 1-9-2008

Signature [Signature] Date 1/9/2008

Contracted Price \$ 8,497⁰⁰
 Deposit CK # 6160 \$ 200⁰⁰
 Balance Due Day of Completion \$ 8,297⁰⁰

This proposal may be withdrawn if not accepted within 30 days.

LIMITED WARRANTY

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