

THE TROTTER COMPANY ADDENDUM: Over 90 Years of Contracting With Integrity

CFFL Incorporated d/b/a/ Trotter Company (hereinafter "Trotter Company" or "Trotter") proposes to furnish for the Property Owner (hereinafter "Owner" or "You") labor, material, machinery, equipment, workman's compensation, general liability, and vehicle insurance to install work ordered by Owner. Any alteration or deviation from this proposal involving extra costs will be executed only upon written orders, and will become an extra charge over and above the cost of this proposal. Trotter's estimate is based on visual inspection only, and assumes normal construction, concrete floor and foundation thickness and that such construction conforms to standard building codes. If it does not, or if non-visible obstructions, defects, damages, sub-grade rock etc. are encountered, additional charges over and above the cost of this proposal will be required and Owner agrees to pay such charges. Waterproofing estimate is based on normal floor slab thickness (no more than 5 inches). Thicker floor slabs require additional cost of 25%. Owner agrees Trotter shall not be responsible for conditions over which they have no control. The scope of work is based primarily on Owner's description of problem. Scope of work and pricing subject to change upon discovery. Any excavation depth over 4 feet requires additional cost. All disputes between the parties arising out of or relating to this agreement or breach thereof shall be settled by arbitration in accordance with the rules and procedures of the American Arbitration Association and judgment upon an award rendered through arbitration may be entered in any court having jurisdiction thereof.

1. Owner to provide access to work area, water and electricity to perform work. Owner agrees to keep driveways clear and available for movement and parking of trucks during work. Trotter is not responsible for damaged driveways. Customer should take precautions if they desire.
2. Owner to mark all non-visible/underground/under-floor installations in work area. Trotter will contact the Utilities Protection Center who will mark gas, electric, and phone only. Owner is solely responsible for marking all other utilities such as but not limited to cable TV, sprinklers, wiring, gas grill/ light pipes, water/sewer pipes, septic tank, oil tank etc. Owner is responsible for damage to unmarked installations. Owner is responsible for relocation of any service lines preventing installation of work.
3. Trotter is not responsible for any plant life damaged during Trotter's work under this agreement. (Travel area included) Owner should enlist a professional nurseryman if plants/lawn are a priority. Owner to water seeded areas and/or sod, twice daily for two weeks, Trotter is not responsible for plant growth or washout due to heavy rain after work is complete.
4. All personal items and obstructions must be removed from work area by Owner prior to start date of work. In basements we need a minimum of 6 ft. of space cleared from walls to be serviced. Floor covering, tile, carpet, sheetrock, paneling, shelves, cabinets, sinks, tubs, stud framing, furnace/AC, water heater, etc. and all obstructions must be moved by Owner to make masonry walls and floor bare in work area and clear an access path for personnel and equipment to and from the work area. In the event the work area is not cleared when we arrive, a nonrefundable trip charge of \$400.00 will be assessed. Trotter may offer to assist in preparation at the rate of \$200. per hour plus hauling/disposal. Owner agrees that Trotter will not be liable for damage to items moved and/or floor covering in the process. Trotter will curtain off work area with plastic, but we make no guarantee regarding dust, especially on thick or unusually hard concrete floors. Some dust should be expected from work. Owner agrees to shut down furnace/AC unit and close and/or cover duct-work vents and filter intakes during concrete demolition and clean up. Owner agrees to remove sensitive electronic equipment and other valuables from work area. Owner agrees that Trotter is not responsible for damage to items left in work area. Trotter will leave work area "broom clean". All floor covering removal and replacement is the sole responsibility of Owner.
5. Owner to provide dedicated 20 amp electrical outlets for each appliance installed, such as sump pump, Aprilaire, backup power, etc. Outlets are to be installed by licensed electrician provided and paid for by Owner. To insure proper location of outlets, outlets are to be installed only after Trotter has installed appliance. Trotter is not licensed to do electrical work. Trotter is not responsible for system failure due to power outages. Owner is responsible for plugging in appliances. Trotter recommends drip pan & water sensor on dehumidifier.
6. During and after basement restoration/finishing, flooring/carpeting or framing must not be nailed into the new/replacement concrete. Breaking or penetrating this section of concrete voids all warranties. These installations can be accomplished with appropriate adhesives. Owner is responsible for covering wall vapor barriers with fire rated material, such as green sheetrock or other fire rated material as soon as possible. Owner must install wall insulation when finishing area or warranty is void.
7. Limited Life of Structure Basement/Crawlspace Service Warranty. Only the exact section of foundation, wall, slab and/or yard treated by Trotter is warranted. Trotter System will collect seepage from walls and cove where installed and drain to common discharge. Trotter will service system until drainage is affected at no charge. Trotter must be allowed to enter property to make necessary warranty repairs or warranty is void. Untreated sections/areas have no warranty whatsoever and will be treated at additional cost only. No warranty on water entering from overhead, above grade, over top of wall, doors, windows, patios, porches, service lines, foundation vents, etc. either while work is being performed, or during the warranty period. Flooding is not covered. Warranty is void if water flows or ponds against foundation walls. Owner must maintain positive drainage on exterior walls. Gutters, downspouts, grated drains, sump pit, sump pump discharge, and gravity discharge must be kept free of debris to maintain warranty. Owner agrees to maintain dehumidification of closed crawlspace system or open foundation vents. Basement/Crawlspace warranty does not cover backing up of or plugging of sewer lines, floods, or drain lines. No warranty is expressed or implied covering dampness, condensation or concrete discoloration. Some basements may require dehumidification to control dampness. Warranty is not: a guarantee against water entry and it is not insurance covering property damage due to water entry. Trotter recommends that you finish your basement with mold resistant floors and walls. Owner assumes all risk with basement and crawl space after Trotter's drainage system is installed. For property protection Owner should obtain flood insurance. If you have a pump, you should add it to your homeowner's policy. In the event service is required in areas treated, Trotter's sole liability shall be to put our system in working order and it is agreed that Trotter is not liable for any consequential damages, either personal injury or property damage that resulted due to water leakage or water removal. Owner agrees to make masonry walls and floor bare if system requires service. Warranty is void if system is damaged, altered, disturbed or repaired by anyone other than Trotter.
8. 1 Year Limited Service Warranty for exterior drainage. Exterior waterproofing systems are warranted for 7 years from completion of Trotter installation. Warranty is void if water flows or ponds against foundation walls. Owner must maintain positive drainage on exterior walls. Gutters, downspouts, grated drains, sump pit, sump pump discharge, and gravity discharge must be kept free of debris to maintain warranty. Warranty is void if drainage work is damaged, altered or repaired by anyone other than Trotter Company. No warranty on debris blocked drains. Fingerspace drains carry a 7 year warranty from completion of Trotter installation.
9. Limited Life of Structure Pier Service Warranty: When driven into competent load bearing strata, as determined by strata resistance, Trotter Piers are warranted to remain stable to within ½ inch in the vertical plane (vertical settlement). It is agreed that it is Owner's responsibility to do geotechnical testing before pier installation to check for obstructions and soil conditions. It is agreed that Trotter shall not be responsible for pier movement due to settlement caused by non-visible debris or soil conditions in the area of pier installation such as but not limited to trash pits, bury pits, construction debris, stumps, logs, improper land fill such as boulders or other fill, etc. ("Debris"). It is agreed that if "debris" is discovered before, during or after pier installation additional expense will be required to remove or bridge over this obstruction and it is agreed that this additional cost will be re-negotiated without prejudice. If Owner chooses not to proceed with this additional work during pier installation Owner agrees to pay Trotter \$4,000 per day for crew mobilization cost, plus equipment and material cost to be due immediately and agrees this work will have no warranty. If debris is discovered after pier installation, even years later, and Owner chooses not to proceed with additional work and expense required to drive piers to competent strata or bridge over debris, Owner agrees to release Trotter from all warranty liability. It is agreed that Trotter shall not be responsible for pier movement in the horizontal plane (movement to the side and/or "slope creep") unless otherwise stated in contract. Piers are installed to prevent additional settlement at pier and foundation contact point under current conditions. Changed conditions such as flood, earthquake, erosion from broken water lines, improper drainage, etc. or any other changes beyond our control or if shoring is damaged, altered, disturbed, or repaired by anyone other than Trotter voids warranty. Since it is obvious that piers cannot control movement of the structure above contact with the pier, it is agreed that Trotter shall not be responsible for any structural movement and/or cracking not related to movement of our pier, such as but not limited to, veneer movement (such as lack of brick ties), sheetrock cracking due to the release of tension in the framing, etc. In the event piers require service it is agreed that Trotter's sole liability shall be to stabilize said pier(s) and is not liable for any damage to the building or personal property due to movement. Warranty is void if water flows or ponds against foundation walls. Owner must maintain positive drainage on exterior walls. Gutters, downspouts, grated drains, sump pit, sump pump discharge, and gravity discharge must be kept free of debris to maintain warranty.
10. Limited Life of Structure Wall Tieback and Reinforcement Beam Service Warranty: Tiebacks and reinforcement beams will control horizontal bowing of walls within three feet of their installation to no more than ½ inch at point of contact only. Shoring is installed to prevent additional movement at contact point under current conditions. Changed conditions such as flood, earthquake, erosion from broken water lines, improper drainage, etc. or any other changes beyond our control or if shoring is damaged, altered, disturbed or repaired by anyone other than Trotter voids warranty. Warranty is void if water flows or ponds against foundation walls. Owner must maintain positive drainage on exterior walls. Gutters, downspouts, grated drains, sump pit, sump pump discharge, and gravity discharge must be kept free of debris to maintain warranty. Owner agrees to make masonry walls and floors bare if repairs require service. In the event shoring requires service it is agreed that Trotter's sole liability shall be to stabilize said shoring and is not liable for any damage to the building or personal property due to movement.
11. The Trotter Warranty may be transferred to future homeowner ONLY IF written notification is submitted to Trotter within 45 days of homeowner closing and a documented onsite inspection (\$95. fee) is completed by Trotter. Failure to do so will void warranty. Service inspections incur a \$145 trip fee.
12. Sump-Pump (3 year warranty), Back-up Power and Aprilaire are covered by separate Manufacturer's warranty and should be serviced yearly. Owner Should review the warranties. Aprilaire Manufacturer's warranty is expressly limited to 1 year labor, 5 year parts and 5 year compressor warranty.
13. TROTTER PROVIDES THE WARRANTIES ONLY AS EXPRESSLY STATED AND AS LIMITED BY THIS AGREEMENT. TROTTER MAKES NO OTHER WARRANTY, EXPRESS, IMPLIED OR STATUTORY, WITH RESPECT TO THE SERVICES PROVIDED HEREUNDER, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTY OF RELIABILITY, USEFULNESS, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR THOSE ARISING FROM THE COURSE OF PERFORMANCE, DEALING, USAGE OR TRADE.
14. TROTTER'S LIABILITY FOR ALL WARRANTIES IN THE AGGREGATE UNDER THE TERMS OF THIS AGREEMENT ARE EXPRESSLY LIMITED TO THE COST OF THE WORK PAID BY OWNER TO TROTTER. THE REMEDIES SET FORTH IN SUCH WARRANTIES ARE THE ONLY REMEDIES AVAILABLE TO ANY PERSON FOR BREACH OF WARRANTY. TROTTER DISCLAIMS AND SHALL HAVE NO LIABILITY AND OWNER EXPRESSLY WAIVES ALL RIGHTS AND REMEDIES TO OTHER DAMAGES, INCLUDING WITHOUT LIMITATION ANY LOST PROFITS, DIMINUTION IN VALUE, AND INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY DESCRIPTION, WHETHER ARISING OUT OF WARRANTY, OTHER CONTRACT, TORT OR OTHERWISE.
15. This Agreement will be construed under the laws of the State of Georgia without reference to its conflicts of law's provisions. If any action shall be brought by any party in connection with this Agreement that is not subject to mandatory arbitration, the parties waive any challenges against jurisdiction and acknowledge and agree that venue shall lie exclusively in any federal or state court of competent jurisdiction in Gwinnett County, Georgia.
16. This Agreement shall comprise the entire agreement between the parties hereto relating to the subject matter hereof and upon execution by the parties supersedes, replaces and revokes any and all other understandings or agreements, whether written or oral, between the parties hereto.
17. In the event that any court of competent jurisdiction determines any portion or portions of this Agreement to be unenforceable, then, and in such event, the parties agree and acknowledge that this Agreement will continue to be enforceable with respect to each and every other provision to the fullest extent possible.
18. This Agreement cannot be amended or modified without the authorized signature of each of the parties hereto.
19. The descriptive headings contained herein are for convenience only and shall not control or affect the meaning or construction of any provision of this Agreement. All the terms of this Agreement are binding upon and inure to the benefit of the parties hereto and their respective legal representatives, successors and assigns. Neither party may assign this Agreement, in whole or in part, to any other person or entity. The waiver by either party of any provision of this Agreement does not operate as, or be construed to be, a waiver of any subsequent breach hereof.
- **Payment is due to Crew Chief on day of completion. If you cannot be on site for completion of job, please leave payment with Crew Chief at start of work. Owner agrees to inspect the work on completion with the Crew Chief so he can make you aware of any maintenance required and make sure you are completely satisfied with the work before the crew leaves. Should any legal actions be required to collect any moneys due under this contract, Owner agrees to pay all court costs and reasonable attorney's fees. Interest charges will accrue at the rate of 10% per annum on any balance after date of completion. If Owner fails to timely pay Trotter for work performed, interest shall accrue at the rate of 1.5% per month. This proposal shall become a binding contract upon written acceptance by Trotter, and is not subject to cancellation by either party except with the express written consent of Trotter and within 3 days of acceptance. If owner fails to pay on completion a 10% late fee will apply to final price.

I HAVE READ, UNDERSTOOD AND AGREE TO THESE TERMS AND CONDITIONS.

DATE:

OWNER'S SIGNATURE