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M.H.I.C. #38760
 VA CLASS A 39889

CONTRACT AGREEMENT

Date: 11/2/11

REV. 0210

AquaGuard Waterproofing Corporation, herein referred to as Contractor, and

Name: Russ & Kathleen Reimer Hm Phone: (410) 796-5654 (H)
 Address: 7152 OHIO AVE. Wk Phone: (443) 778-8934
 City: HANOVER State: MD Zip: 21076 Wk Phone: (410) 978-9892 (W)

herein referred to as Owner, do hereby agree as follows:

Contractor agrees to furnish all materials, labor and equipment necessary to install waterproofing and/or water redirectional systems for owner.

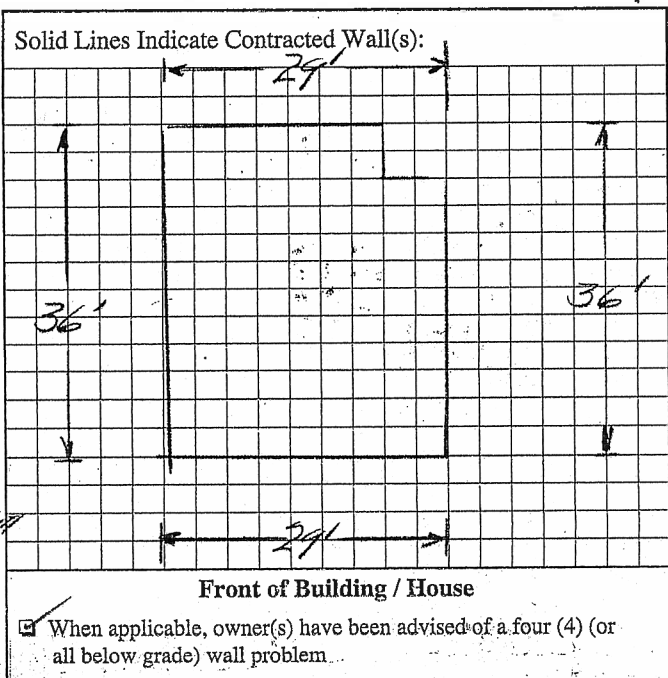
WORK TO BE PERFORMED

- Foundation: CB PC BR TC ST
 _____ sq. ft. Aquaguard Excavation and Reparging System
130 ft. AquaGuard Miradrain Wall System
130 ft. AquaGuard Sub-floor Pressure Relief System
 _____ ft. Box Footer Ledge (Foundation walls without a footing)
 _____ ft. Monolithic Cove Channel System
Two (2) Heavy Duty Submersible Pump System(s)
one (1) Battery Back-up Unit(s) Model 310
 _____ Bleed Blocks and Mortar Joints

- _____ Aqualizer _____
 Haul away all job related debris and broom clean
 See Addendum (All Additional services warranted for one year from contract date) 1 OIL TANK WRAP

Other: 780 SQ. FT. AQUAFIN WALL
CONTINGES - 5 YR. MANUFACTURERS WARRANTY

- | | |
|---|---|
| Window Well Service:
(1 Year Warranty from contract date) | Stairwell Service:
(1 Year Warranty from contract date) |
| _____ tapped below window | _____ Stairwell tap(s) |
| _____ tapped above footer | _____ Full stairwell system(s) |
| _____ checked and cleared | _____ ft. Spee-D-Drain Channel |



TERMS OF THIS AGREEMENT

Approximate Start and Completion within 1-180 days (APPROXIMATE START DEC 2011)
 Owner agrees to pay contractor the following sum of money as full compensation for said work.
 Contract Amount: \$ 17,793.00 Cash VISA/MasterCard/American Express/Discover
 Permit Fees: \$ 350.00 (See charge slip)
 Engineer Fees: \$ N/A
 Total Contract: \$ 18,143.00
 Down Payment: \$ 6041.00 Check No. # 5759
 Balance to be Paid at Completion: \$ 13,682.00
 Amount Financed: \$ _____
 Special Instructions: _____

WARRANTY

AquaGuard Service Warranty provides Free Labor and Material for that area contracted against water seepage from:
 Foundation Wall(s) contracted* Cove Area(s) contracted (where the wall meets the floor and immediate floor within three (3) feet of wall(s) specified) Middle Floor Area. *Note: Stone and Brick walls need to be roughcasted for wall warranty. This Service Warranty will remain in effect for a period of: No less than 5 year(s) Submersible pump(s) are guaranteed for 5 year(s). This Warranty is Transferable to one subsequent owner at no extra cost. (Please notify Aquaguard Service Department no later than 30 days after settlement). Battery Back-up unit(s) warranted for One Year. Owners are responsible for electrical hook-up for pump(s). Egress windows carry a five (5) year manufacturers warranty. All outside subsoil systems carry a One Year warranty. Customer recognizes that request for service or transfer of Warranty shall not be provided until all monies due to Contractor are paid in full. All work meets or exceeds FHA, VA and HUD standards. FHA/VA Dry Basement Certification issued upon request.

NOTICE: The State of Maryland requires that all Home Improvement Contractors and Sub-Contractors must be licensed by the Home Improvement Commission. Inquiries about a Contractor should be transmitted to the Home Improvement Commission, Telephone (410) 230-6231

**NOTICE TO OWNER: DO NOT SIGN THIS AGREEMENT IN BLANK.
 YOU ARE ENTITLED TO A COPY OF THIS AGREEMENT AT THE TIME YOU SIGN.**

YOU, THE BUYER, MAY CANCEL THIS TRANSACTION AT ANY TIME PRIOR TO MIDNIGHT OF THE THIRD BUSINESS DAY AFTER THE DAY OF THIS TRANSACTION.

IN WITNESS WHEREOF, the parties have hereunder set their hand and seals the day and year written above.

[Signature]
 AQUAGUARD REPRESENTATIVE'S SIGNATURE
DAVID COLLINS 45761
 AQUAGUARD REPRESENTATIVE'S NAME & LICENSE NO. (PRINT)

[Signature]
 OWNER (or Authorized Agent)
[Signature]
 OWNER

The Insured is/are [Name] [Address]

TERMS AND CONDITIONS

1 THE CONTRACTOR HEREBY EXPRESSLY WARRANTS THAT ALL HOME IMPROVEMENT WORK DONE PURSUANT TO THIS CONTRACT SHALL BE OF WORKMANLIKE QUALITY, AND SHALL BE IN ACCORDANCE WITH ALL APPLICABLE BUILDING CODES. THE CONTRACTOR FURTHER WARRANTS THAT ALL MATERIALS AND EQUIPMENT SUPPLIED SHALL BE OF MERCHANTABLE QUALITY AND SHALL BE FIT FOR THE PARTICULAR USE FOR WHICH THEY ARE INTENDED.

2 This instrument constitutes the entire agreement between the Owner and Contractor, and Owner acknowledges that no promise, representation, or warranties, except as may be herein expressly set forth in writing, have been made by Contractor or its Agents, and that no modifications or additions to any provision hereof shall be valid or binding upon Contractor, its successors or assigns, unless expressly set forth herein in writing.

3 Contractor does not guarantee against conditions over which they have no control, such as structural damage, conditions of sub-soil masonry, damage caused by others, fire, floods, backing up of sewer systems, or acts of God. We assume no responsibility whatsoever for any damage to the interior of any building, nor to its contents claimed to be caused by water seepage. Any delays caused by such conditions or event do not constitute abandonment and are not included in calculating time frames for payment or performance.

4 Owner recognizes that Contractor is not responsible for pre-existing structural problems nor the repair of same, should such be uncovered during the installation of service actually contracted by the owner. Contractor is not responsible for structural damage arising as a result of pre-existing structural problems, deficiencies which existed in initial construction of the foundation, or conditions not representative of a sound foundation, i.e., poor or no footing, hidden deficiencies, or excessive erosion and undermining. Any delays caused by such conditions or event do not constitute abandonment and are not included in calculating time frames for payment or performance.

5 Contractor is not responsible for condensation, sweating, porous or filled block, dampness or water entering the premises through above soil levels, surface run off water, water entering windows, doors, stairways, chimney, conduit pipes, sub-soil ceilings, or areas not specified in agreement.

6 The agreed upon price does not include rerouting or replacement of vents, pipes, ducts, wiring, conduits, tanks, utilities, wall or floor coverings, shrubbery, abutments, or obstructions, Contractor shall not be responsible for damage to paneling, tile, carpet, or other obstructions, or property on walls, floor, or otherwise.

7 Contractor shall not be held responsible for damage to driveways, walks, lawns, shrubs, or other vegetation, by movement of trucks, men, equipment, materials, debris, etc. or otherwise.

8 Contractor agrees to take precaution not to damage underground and/or sub-floor wiring, sprinkler systems, drain lines, water lines, sewage disposal systems, oil lines, gas lines, tanks, conduits, or any other non-visible installations in areas of excavation, grading or construction but assumes no liability if damage occurs, nor the responsibility for removing, relocation or replacement of same.

9 Unless written into the contract, Contractor's responsibility shall be limited to rough grading and not to guarantee the survival of grass, removed plantings, trees or shrubbery, when exterior work is performed.

10 Contractor warrants cement work as to proper mix and workmanship, but does not guarantee cement against cracking, peeling, or settling.

11. Contractor reserves the right to cancel contract upon the opening of the floor should conditions exist which would prevent the installation of a sub-floor system. Owner agrees to hold the Contractor harmless for damages which may result from cancellation of said contract.

12 Owner individually and any and all persons co-signing this agreement as Owner are and shall be severally and jointly obligated and liable herein; and wherever the word Owner is used on either the face of this agreement or on this, the reverse side thereof, it shall signify each and every person co-signing as such.

13 If ever necessary for Contractor to inspect or work from inside, Owner is responsible for replacement of same only after notification from Contractor and otherwise make designated areas accessible to Contractor. Owner is responsible for replacement of same only after notification from Contractor.

14 On stone, terra cotta and brick foundations, Contractor shall only be responsible to service the seepage though the floor system unless the walls have been roughcasted as part of this agreement.

15 Service calls for continuing seepage problems will be made with no additional charge to customer. However, if Contractor finds the problem in an unguaranteed area or if problem is not an actual seepage problem (such as leaking pipes, condensation, high humidity, sewer back-ups, unplugged sump pump, etc.) then Contractor reserves the right to charge customer a \$75 fee for any unnecessary service requests. The fee to increase by no more than 5% yearly. All inspections and service work will be performed during normal working hours.

16 Owner is reminded that although workmen shall exercise caution and care and shall leave the area "broom clean", some dust and general disruption will necessarily remain after work is completed.

17 Customer agrees that prior to the payment in full of said contract and/or note, the said premises improved hereunder will not be sold, mortgaged, assigned, or otherwise removed or disposed of. In the event that the foregoing covenant is violated, customer agrees to pay immediately to the Contractor, or the holder of said contract and/or note, the entire unpaid balance due thereon.

18 Rights of re-entry and opportunity to cure: The owner shall timely notify the Contractor of any breach and/or non-conformance with the performance of the contract, and the Contractor shall have the right to re-enter the premises to inspect the premises and a reasonable opportunity to cure any deficiency in workmanship or non-conformance to the contract.

19 Owner has been advised that in the event the floor slab exceeds six (6) inches in thickness, owner agrees to pay Contractor for extra labor and materials to complete installation.

20 Except as provided, Owner shall have no right to cancel this agreement. It is further agreed that if the owner refuses to allow Contractor to begin the scheduled work, Contractor shall be entitled up to the full agreement price. However, Contractor agrees that if the scheduled work has in fact not begun at the time of cancellation, Contractor will accept thirty percent (30%) of the full cash price as compromised and agreed liquidated damages.

21 Should any alteration be made to AquaGuard's waterproofing system without the written permission of Contractor the guarantee is null & void.

22 Contract changes must be approved in writing by an Owner of AQUAGUARD WATERPROOFING CORP. Contractor reserves the right of refusal to accept this contract. On non-accepted contracts, Owner(s) will be notified in writing of non-acceptance and all monies used for down payment will be returned to the owner(s) within ten (10) days of non-acceptance.

23 COLLECTION COSTS: If AquaGuard hires an attorney to collect monies due by owner, owner agrees to pay the attorney's reasonable fee, any court costs, and any actual and reasonable out-of-pocket expenses incurred by AquaGuard as a result of the delinquency. The attorney's fee will not exceed the amount permitted by law.

24 Any dispute arising under this agreement shall be settled by arbitration; the arbitration hearing to be held by and pursuant to the rules of the American Arbitration Association. The parties further agree that the amount recoverable shall be limited to (as liquidated damages) the amount of the total contract price only.

25 OWNER RELEASES AND HOLDS HARMLESS CONTRACTOR FROM ALL CLAIMS, LIABILITY, LOSSES, DAMAGES, RISKS AND CAUSES OF ACTION, WHETHER KNOWN OR UNKNOWN, ARISING NOW OR IN THE FUTURE, DIRECTLY, FROM THE WORK, WHICH RESULT IN ANY DAMAGES, INJURIES OR CLAIMS, EITHER TO PROPERTY OR PERSONS, CAUSED BY MOLD, INSECTS, TERMITES, RADON, FUNGUS, RUST CORROSION, BACTERIA, OTHER ORGANISMS OR ANY OTHER AGENT ("ADVERSE CONDITIONS") OR ISSUES RELATED TO ADVERSE CONDITIONS ("CLAIMS"). OWNER EXPRESSLY ASSUMES THE RISK OF ALL CLAIMS, OWNER AGREES NOT TO BRING ANY ACTION AGAINST CONTRACTOR IN CONNECTION WITH ANY ADVERSE CONDITIONS OR CLAIMS, IF ANY MEDIATION, ARBITRATION, LITIGATION OR ADMINISTRATIVE PROCEEDING IS COMMENCED RELATING TO ANY ADVERSE CONDITIONS OR CLAIMS, CONTRACTOR WILL BE ENTITLED TO RECOVER ITS REASONABLE ATTORNEY FEES AND COSTS FORM OWNER.