

Prepared for:

Ronald Green
1910 Cardinal Ln
McAlester, OK 74501
(918) 916-2586 | fireman_gs6@yahoo.com



Evaluated on:

Wednesday, July 2, 2025

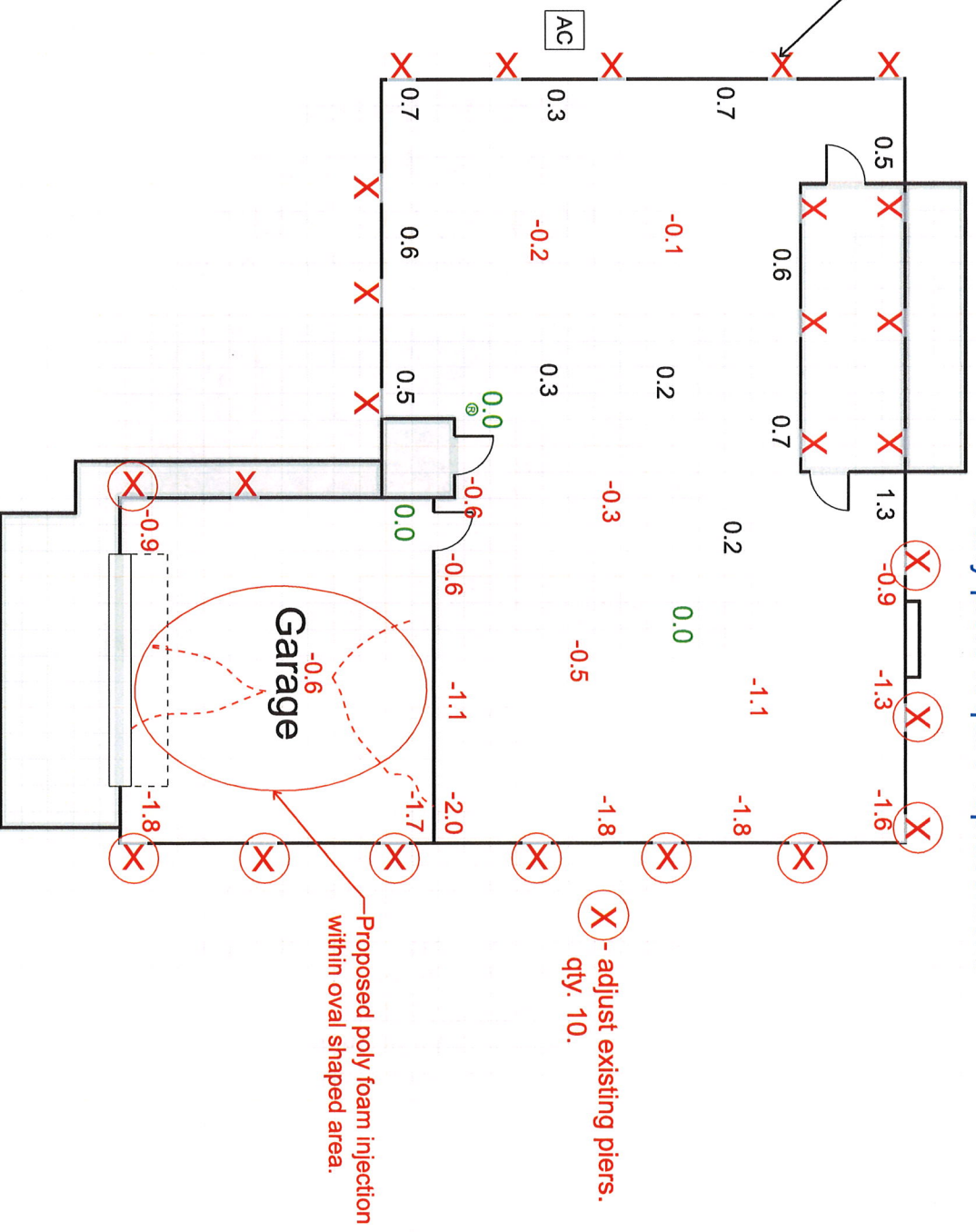
Evaluated By:

Marty Kilpatrick
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RJMG Oklahoma -Arkansas - N Texas
120 W 7th Street
Ada, OK 74820
Main (580) 436-4900
www.ramjack.com

Customer understands that price quoted could increase if any piers require replacement.

Existing exterior steel driven piers #1-#25. (1999)



Ronald Green - R - 1910 Cardinal Ln, McAlester, OK 74501

Prepared by: Marty Kilpatrick
July 2, 2025.



Scope of Work

Thank you for allowing Ram Jack to review your property for foundation issues. We have many solutions to support your home or business foundation, including Ram Jack steel piles, drainage systems, and polyurethane injection. Your Representative has discussed solutions that apply to your property and discussed their advantages. Your home is a substantial investment. We want to work together to understand your concerns and offer you the best recommendations to stop foundation movement and practically recover settlement.

As to our review's scope, we collect limited data based solely upon a visual inspection of the exterior and interior of the structure, as well as landscape and drainage issues affecting your foundation but without destructive testing. We may not be able to observe existing damage or construction defects. We install piles or inject polyurethane where the data and our observations show settlement. You acknowledge this scope and accept such limitations. Unless you limit us in writing, we will review the structure and grounds, as stated above.

Based on the data and observations, and before any Engineering Report, you have requested the Estimate of Investment with the Service Plan described below. You may require other services that our Representative discussed with you. You have declined all work other than the Scope of Work described below, and you release us from all liability for all declined work. Upon receiving any Engineering Report, you may add or subtract from the Scope of Work.

With over 40 years of foundation experience with homes and businesses, we look forward to working with you.

This bid is valid for 15 days

Warranty adjustments (qty. 10)

Warranty

| Product | Quantity |
|----------------------------------------------|----------|
| WARRANTY ADJUSTMENTS w/charge | 10 |
| <i>Adjustment of existing piers w/charge</i> | |

Notes

Customer understands that price could increase if any piers require replacement. Price will be field determined based on specific circumstances. (MK)

Job Information

| Type | Description |
|------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Incidental Damages | Ram Jack takes exceptional precautions to respect the homeowner's property and personal items. However, this is a construction site. Landscaping, grass, small marks on siding, rubber tires marks on driveway, to name a few, could all be a result of the construction. These small incidents are beyond the control of an active construction site. Please be aware, the homeowner may need to do some cosmetic repairs when the job is finished. |
| Practical Limits | Ram Jack will attempt to lift the house to maximum practical recovery. That is as much as we can without causing further damage. That may or may not be a zero elevation. It depends on the structure. We are not trying to level your house. We are making it structurally sound. |
| Plumbing Out of Service Area | Ram Jack is not responsible for plumbing repairs if it is caused by lifting the foundation. It is the customer's responsibility to have the hydrostatic plumbing test performed. Once completed, Ram Jack will need a copy of the report on file. |
| Expectations | Customer expects attempt to recover elevation loss as well as visible stresses, but understands that recovery isn't guaranteed. (MK) |

Poly foam injection

Job Information

| Type | Description |
|------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Poly Jack — Damage Exclusion | You release us from liability for any direct and consequential damages of the Work and any future soil movement. The injection of fill and any resultant lift may cause damage. You may see damage such as cracks in concrete. We assume any slab is built to code and are not responsible for construction defects, which include unreinforced concrete. |
| Expectations | Customer understands that poly foam is completely soil dependent and will mimic current and future soil conditions. Customer expects attempt to recover visible stresses but understands recovery isn't guaranteed. |
| Other | Bid includes 85lbs. of poly foam. Usage over this amount will be charged @ \$20.00/lb. (MK) |

Investment

Section: Warranty adjustments (qty. 10)

Total Cost: \$6,250.00

Section: Poly foam injection

Total Cost: \$1,250.00

Total: \$7,500.00

Payment Terms

One-Time Payment

Due at project completion

\$7,500.00

Or finance \$7,500.00 with Wisetack

As low as **\$241.65/mo**

Pay over time with **Wisetack***

[See Financing Options](#)

*All financing is subject to credit approval. Your terms may vary. Payment options through Wisetack are provided by our [lending partners](#). For example, a \$1,200 purchase could cost \$104.89 a month for 12 months, based on an 8.9% APR, or \$400 a month for 3 months, based on a 0% APR. Offers range from 0-35.9% APR based on creditworthiness. No other financing charges or participation fees. See additional terms at <https://wisetack.com/faqs>

Terms & Conditions

Contract

Terms & Conditions

Contract

Agreement(s) For Work

As a Ram Jack independent franchise, RJMG Operating Services I, LLC ("Ram Jack" or "we" or "us") is making this Contract with you to conduct work at your home or business at the project address (or "site"). We have discussed several solutions to foundation settlement and related issues with you, and you have chosen the work as stated in your Bid which is incorporated into this Contract by reference. We will keep you informed and are here to assist you. Ram Jack and you hereby agree to the following:

A. POLY-JACK

1. Description of the Work. As general contractor, Ram Jack will fill one or more voids below the surface of the designated area(s) and attempt to reduce the stress of any slab. Your Bid shows one or more Areas of Work where you agree voids exist, and which you have requested us to fill in an effort to limit movement. We have not described the work as preventing settlement or other movement. The Work is generally described as follows: (i) Drill small diameter holes in a slab or other areas to inject polyurethane foam; (ii) Inject polyurethane foam ("poly", "polyfill", "fill") in each Area of Work; (iii) Depending on the soil type and objectives in each Area of Work, and using our professional discretion, we will either attempt to raise the slab/surface to practical recovery or only fill the void; (iv) Repair cracks with epoxy and flexible joint filler as noted on the Service Plan ("**Installation**"); (v) Replace soil in any excavated areas, as well as replacing concrete (but not surface texture or color), original landscaping (but not mulch), fill drilling holes, removing work debris, and replacing any fixtures ("**Cleanup**"). The Scope of the Work does not include any other repairs or improvements, cosmetic or otherwise, to the structure or property. Once we begin Work, you agree to allow us to complete the work to Cleanup.

2. Objectives of Installation; No Lift Beyond Limits. Poly-Jack may limit the settlement of a slab in an Area of Work but may not do so permanently due to the instability of Texas soils and their resulting movement. We will not lift any slab beyond a practical limit unless you sign a waiver for excessive damages. Cosmetic repairs of previous damages may hinder any lift. Weak/Unreinforced Concrete may hinder a lift.

3. Installation Fee. You agree to pay us an Installation Fee as stated under "Costs" in the Bid, which is subject to any Change Order(s). We require a nonrefundable payment as stated in under "Costs" in the Bid, which is a partial payment. We will prepare for the work and order materials and will suffer damages if you cancel three business days after the date of this agreement. To prevent damages, you waive your rights to any refund of the nonrefundable payment after three business days, not as a penalty, but to approximate expenses.

You agree to pay the balance of the Installation Fee, due immediately upon Installation, before the Crew leaves the site. If using financing, you agree to take action to approve payment. If you do not pay as provided above, you are not eligible for our Service Agreement.

Ram Jack is due the Installation Fee, interest, attorneys' fees, and costs to collect any balance. If the balance is not paid upon Installation, then interest, at the highest rate allowable, begins 30 days from Installation.

1. Responsibilities and Duties

Before Installation

- a. **Personal Property.** You agree to remove personal property in the Areas of Work before the crew arrives.
- b. **Safe Premises and Utilities.** You will inform us about safety issues at the site that may affect the crew. We are not expected to close gates. You must keep people and pets away from the Work. You will grant us free access to electricity, water, and other utilities.
- c. **Scheduling.** You agree to allow Ram Jack access to the site during daylight hours. If a disaster or poor weather is forecast and delays the Installation, you will release us from any start and completion dates and agree to reschedule the

Installation.

During Installation

- d. **Assistance at Installation.** We ask you to attend Installation. If not, you give up your rights as to any lift or its extent. We will make our best efforts to attain the Objectives while maintaining the integrity of the foundation and structure.
- e. **Landscaping.** The Installation will unearth landscaping and you understand it will probably not survive. As part of the Backfill we will attempt to replant unless you request that we do not; however, whoever replants, the survival and replacement of plants and landscaping are your responsibility, and you release Ram Jack from any responsibility and liability for the loss of plants or landscaping.

After Installation.

- f. **Final Inspection; Backfill; Cosmetic Repairs.** Please show any damage to the Field Superintendent, and discuss any allowable repairs, which we may make (for example, sprinkler and minor repairs), in our sole discretion, before the crew leaves the site. We will fill holes and cleanup after passing any required inspection. Where the Work removed concrete, brick, etc., the depth, color, and texture of replacement concrete or mortar will not match the existing surface. Cosmetic repairs to sheetrock, mortar, and wood repair, etc., are not within Ram Jack's scope of Work. Please delay making repairs for a minimum of two months as structural components adjust to the Work.
- g. **Get a Plumbing Test; Drainage.** You agree to have a plumber inspect and conduct a hydrostatic plumbing test of all supply and waste systems to detect any damage and leaks after the Work. Ram Jack is not involved in the testing and its results, and Ram Jack is not liable for past, present or future leaks, and you agree to release and indemnify us from all damages (direct, consequential, etc.) liabilities, claims and/or injuries due to any plumbing leaks.

5. Disclosures:

- a. **Unanticipated Conditions.** If unanticipated conditions are found after Work begins, (obstacles, repairs, excess concrete, moving fixtures, lack of utilities, coverings, flooring, etc.), we will agree to an equitable Change Order. If no agreement is made, Ram Jack will clean and leave the site, you agree to pay a mobilization fee as stated in the Bid under "Costs", and both of us hereby agree to release the other from liability.
- b. **Fill Areas Will Move.** Injecting poly does not prevent future movement such as settlement, lateral movement or heaving. An Area of Work that settles, moves laterally, or heaves will move fill material as well as all material (such as concrete) that sits atop the polyfill.
- c. **Damage during Installation.** Future soil any future soil movement may cause damage. The reasons for potential damage are as follows: We must drill a small diameter hole beneath the surface where sight is limited, and where plumbing is present, drilling may cause damage. Also, the injection of fill and any resultant lift may cause damage. You may see damage such as cracks in concrete, brick, tile, and flooring. After the Work, fill areas may settle, move laterally or heave, causing damage. We assume any slab is built to code and are not responsible for construction defects, which includes unreinforced concrete. We will discuss unreinforced concrete with you when we discover its presence.
- d. **Drilling, Working and Effect on Utilities.** Drilling and injection may cause separation of fixed pipes and connectors within the plumbing, and leaks are possible, although rare. We must drill small holes into the area to inject fill material. In order to avoid damage to utilities, both of us hereby agree to the following:
- e. We will call to locate public utilities but all utilities under the surface at the site are difficult to locate. Other than located public utilities, you release us from damage to all buried utilities, including but not limited to septic tanks, pipes, and conduits, pumps or well, irrigation, electrical and lighting systems, or installed waterproofing, and for damage to the structure due to leaks. We will, in our discretion, repair minor plumbing issues.
- f. If deck/pool areas are Areas of Work, you will give us any plumbing drawings/designs that reveal fixtures/conduits hidden to the eye from the surface. If we do not have copies of any such drawings in our files, we both agree that such drawings were not supplied to us.
- g. **Interior Slab.** Interior Work may produce dust and noise and damage the floor. We will make diligent efforts to restrict dust, clean the area, and fill any holes. You release us from liability for such damage, which includes carpets, other floor covering, padding, molding, baseboard, and other flooring. We are neither responsible for additional cleaning nor for sealing concrete or reinstalling any carpets, other floor covering, padding, flooring, floor covering, molding or baseboards.

h. **Void Fill may be a Temporary Solution.** You acknowledge that, where pilings were applicable, we discussed installing steel pilings as a permanent solution to prevent downward movement of a limited area above a Ram Jack steel pile. You declined such work or decided to use a combination of steel pilings and polyurethane fill and recognize that polyfill may be a temporary solution to settlement or other movement of a foundation. You acknowledge that we have no control over future movement.

i. **Catastrophic Events.** Polyfill may fail upon catastrophic events, caused by nature or man, or a combination of both factors. Such catastrophes may take the form of tornadoes, earthquakes, excessive wind (including hurricanes), fire, explosions, floods, storm surge, tidal waves, rain causing slope failure, failure from natural soil creep, soil collapse, slope failure, heaving, sinkholes, subsidence or similar events. You release Ram Jack from all liability due to such catastrophes.

j. **Service Agreement.** Soil may expand or settle, and the fill material, concrete, slab etc. above the fill will move with the soil. Other than our obligation to conduct our work in a good and workmanlike manner, Ram Jack makes no warranties, written, oral, express or implied as to this Agreement. We offer you a one-year Service Agreement, as follows:

You agree that our sole obligation during the one-year period beginning on the date of installation and after full payment is to visit the site and inspect our Work, and if in our professional discretion, a fill area has settled, we will provide additional fill to the affected Area(s) of Work one time, for a Service Fee as stated in the Bid under "Costs" during the one-year period. After the first visit, we will provide additional fill in the Areas of Work at a fee as stated in the Bid under "Costs." Heaving (where the soil expands or lifts the surface) is excluded from the Service Agreement, as one cannot remove fill material once it is injected. You release us for any liability due to heaving.

6. Warranty. We will conduct our Work in a good and workmanlike manner. Other than the warranty, to conduct our Work in a good and workmanlike manner, Ram Jack makes no other warranties, either, written, oral, express or implied as to the Work. ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR ANY OTHER WARRANTY AS TO PERFORMANCE, ACCURACY OR COMPLETENESS ARE SPECIFICALLY DISCLAIMED.

THE FOLLOWING PROVISIONS APPLY TO BOTH STEEL PILES AND/OR POLY-JACK AGREEMENTS

A. MISCELLANEOUS PROVISIONS AND SIGNATURE

1. **State Law; Amendment; Savings Clause; Liability; Rights.** This Contract and Any Agreement for Work under it is governed and defined by the laws of the state where the work was performed with venue where the work was performed. Our Operations Manager must approve any amendment to any Agreement in a writing, and after review may cancel any Agreement within 3 business days of its signing. If any provision of any Agreement is held unenforceable, then it shall be modified to reflect our intent, and all remaining provisions shall remain in full effect. You agree that damages are difficult to estimate due to the nature of the Work and agree our Fee is a reasonable valuation of damages if a breach occurs, that this amount is not a penalty, but fair and reasonable, and is the extent of our liability. Any Agreement does not and is not intended to confer any rights or remedies upon any person other than the parties.

2. **Your Satisfaction Is Our Goal.** If you have a concern during the Work, please speak with your Field Superintendent or Project Manager. After the Work, you agree to first call Ram Jack at 580-436-4900.

3. **Settling Disputes.** Other than our right to collect our Fee, You and Ram Jack agree not to litigate, but to resolve any dispute arising out of this Contract and any Agreement under it by negotiation and arbitration as follows:

a. Negotiation. We will first attempt to resolve all issues for six months after we meet at the Site and may agree to extend this period. When issues related to drainage/plumbing, etc., exist, you agree to repair such issues before we conduct work or inspections. When soils have stable amounts of moisture, you shall allow our retained engineer and us to inspect and do testing at the site, and review any reports prepared by engineers, which are related to the site.

b. Expedited Arbitration. If we do not settle all disputes by negotiation, then except as provided above, we both agree to settle any remaining claim arising out of this contract, including the validity of this arbitration clause, by arbitration administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules. We both agree Judgment on an award that the arbitrator(s) gives limited to an award in conformity with the law and may be entered in any court having jurisdiction of the matter. The arbitrator shall not award punitive or other damages not measured by the winning party's actual damages, except as required by statute. We shall arbitrate in the county where the work was performed, unless otherwise agreed by the parties. Each of us shall bear our own costs, fees and expenses of arbitration and both agree, consistent with the expedited nature of arbitration, that each of us will, upon written request, promptly provide copies to the other of all relevant documents and allow us and our retained engineer to inspect and conduct tests at the site.

Each of us shall bear the costs of the neutral arbitrator equally, and shall pay when invoiced, and be fully paid up before the award is delivered. We agree that failure or refusal of either of us to pay our required share of the deposits for arbitrator compensation or administrative charges shall constitute a waiver by that party to present evidence or cross-examine a witness. In such event, the other party is required to present evidence and legal arguments as the arbitrator(s) may require for the making of an award. Such waiver shall not allow for a default judgment against the non-paying party in the absence of evidence presented as provided above. We both agree that a structural engineer experienced in foundation support shall be named as arbitrator. Neither of us can demand arbitration after the date when any applicable statute of limitation would bar the institution of legal or equitable proceedings based on such claim or dispute.

4. NOTICE AND OPPORTUNITY TO REPAIR As a condition precedent to your filing a lawsuit or demand for arbitration, you agree to give Ram Jack written notice of any defect you allege with the work performed by Ram Jack. In accordance with Oklahoma law, Ram Jack will give you a written response which shall include any offer to repair defects or compensate you for such defects within 30 days of the receipt of your notice of defects.

5. LIMITATION OF LIABILITY. RAM JACK'S LIABILITY TO YOU SHALL BE LIMITED TO DIRECT DAMAGES PROVEN BY YOU IN AN AMOUNT NOT TO EXCEED THE INSTALLATION FEE PAID, IF ANY, BY YOU TO RAM JACK FOR THE WORK.

EXCEPT FOR THE RAM JACK LIMITED LIFETIME WARRANTY [AS STATED IN THIS AGREEMENT], IN NO EVENT SHALL RAM JACK BE LIABLE TO YOU FOR ANY PUNITIVE, SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND ARISING OUT OF OR IN CONNECTION WITH THE WORK, INSTALLATION, MAINTENANCE, USE, PERFORMANCE, OR FAILURE OF THE GOODS OR SERVICES PROVIDED IN CONNECTION WITH THIS AGREEMENT, REGARDLESS OF WHETHER CAUSED OR CONTRIBUTED TO BY THE SOLE, JOINT OR CONCURRENT NEGLIGENCE, STRICT LIABILITY, PREEXISTING CONDITION, OR ANY OTHER FAULT OF RAM JACK. AS USED IN THE AGREEMENT, "INDIRECT DAMAGES" OR "CONSEQUENTIAL DAMAGES" INCLUDES, WITHOUT LIMITATION, LOSS OF REVENUE, PROFIT, SAVINGS, BUSINESS OR USE OF CAPITAL, DELAYS, LOSS OF PRODUCT, AND LOSSES RESULTING FROM FAILURE TO MEET DEADLINES, REGARDLESS OF WHETHER ARISING FROM BREACH OF CONTRACT, WARRANTY, TORT, STRICT LIABILITY OR OTHERWISE, EVEN IF RAM JACK WAS ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE, OR IF SUCH LOSS OR DAMAGE COULD HAVE BEEN REASONABLY FORESEEN BY RAM JACK. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGE OR THE LIMITATION OF REMEDIES FOR A BREACH OF WARRANTY, SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU.

YOU UNDERSTAND THAT WE ARE AN INDEPENDENT FRANCHISEE OF THE RAM JACK FRANCHISE SYSTEM THAT IS SEPARATE AND APART FROM THE FRANCHISOR OF THE RAM JACK SYSTEM. YOU AGREE THAT ANY LIABILITY THAT WE MAY HAVE UNDER THIS AGREEMENT FOR THE WORK OR OTHERWISE SHALL BE LIMITED TO US AND SHALL NOT EXTEND TO THE FRANCHISOR OF THE RAM JACK SYSTEM OR ANY OF ITS AFFILIATED ENTITIES.

6. This Writing Is Our Contract; We Don't Want You to Rely on What Someone Said or Showed You. You agree that this Contract, Agreements for Work, and the Bid, are the entire understanding between us concerning the products and services we are offering, and takes the place of all other agreements, whether written or oral, between us.

We understand you may enjoy social media and videos, but you can receive unreliable, outdated information. **YOU SHALL NOT RELY ON, AND YOU AGREE THAT YOU ARE NOT RELYING ON ANY STATEMENTS, VIDEO, OR MEDIA THAT YOU HAVE READ, SEEN, OR HEARD OUTSIDE OF THIS WRITTEN CONTRACT, AS THEY ARE NEITHER WARRANTIES NOR PART OF CONTRACT.**

I AGREE THAT NO ONE AT RAM JACK HAS SAID OR DID ANYTHING WHICH CONFLICTS WITH OR MISREPRESENTS THE PRODUCTS OR SERVICES DISCUSSED IN THIS CONTRACT AND/OR BID. You also have the right to cancel this transaction at any time prior to midnight of the third business day, after the date of this agreement by using the notice in your folder.

7. Easy to Read Paperwork; Ram Jack Answered My Questions. I am the Owner of the Project Address and have read this entire Contract, in addition to the Bid. I agree they are easy to understand and form my contract. I also agree that all of the above documents will be read together to resolve any disputes. I had an opportunity to read the Limited Warranty on Steel Piles, attached above my signature, and ask questions about it and all of the above documents, which Ram Jack reviewed with me and answered in plain language.

STATE SPECIFIC PROVISIONS

Ram Jack performs work in Oklahoma, Arkansas and Texas. Each state has certain requirements which are specific to that state.

OKLAHOMA

If the work is performed in Oklahoma this provision applies to you:

NOTICE AND OPPORTUNITY TO REPAIR. As a condition precedent to your filing a lawsuit or demand for arbitration, you agree to give Ram Jack written notice of any defect you allege with the work performed by Ram Jack. In accordance with Oklahoma law, Ram Jack will give you a written response which shall include any offer to repair defects or compensate you for such defects within 30 days of the receipt of your notice of defects.

ARKANSAS

If the work is performed in Arkansas, the following provision applies to you:

"IMPORTANT NOTICE TO OWNER

I UNDERSTAND THAT EACH CONTRACTOR, SUBCONTRACTOR, LABORER, SUPPLIER, ARCHITECT, ENGINEER, SURVEYOR, APPRAISER, LANDSCAPER, ABTRACTOR, OR TITLE INSURANCE AGENT SUPPLYING LABOR, SERVICES, MATERIAL, OR FIXTURES IS ENTITLED TO A LIEN AGAINST THE PROPERTY IF NOT PAID IN FULL FOR THE LABOR, SERVICES, MATERIALS, OR FIXTURES USED TO IMPROVE, CONSTRUCT, OR INSURE OR EXAMINE TITLE TO THE PROPERTY EVEN THOUGH THE FULL CONTRACT PRICE MAY HAVE BEEN PAID TO THE CONTRACTOR. I REALIZE THAT THIS LIEN CAN BE ENFORCED BY THE SALE OF THE PROPERTY IF NECESSARY.

I AM ALSO AWARE THAT PAYMENT MAY BE WITHHELD TO THE CONTRACTOR IN THE AMOUNT OF THE COST OF ANY SERVICES, FIXTURES, MATERIALS, OR LABOR NOT PAID FOR. I KNOW THAT IT IS ADVISABLE TO, AND I MAY, REQUIRE THE CONTRACTOR TO FURNISH TO ME A TRUE AND CORRECT FULL LIST OF ALL SUPPLIERS AND SERVICE PROVIDERS UNDER THE CONTRACT, AND I MAY CHECK WITH THEM TO DETERMINE IF ALL MATERIALS, LABOR, FIXTURES, AND SERVICES FURNISHED FOR THE PROPERTY HAVE BEEN PAID FOR. I MAY ALSO REQUIRE THE CONTRACTOR TO PRESENT LIEN WAIVERS BY ALL SUPPLIERS AND SERVICE PROVIDERS, STATING THAT THEY HAVE BEEN PAID IN FULL FOR SUPPLIES AND SERVICES PROVIDED UNDER THE CONTRACT, BEFORE I PAY THE CONTRACTOR IN FULL. IF A SUPPLIER OR OTHER SERVICE PROVIDER HAS NOT BEEN PAID, I MAY PAY THE SUPPLIER OR OTHER SERVICE PROVIDER AND CONTRACTOR WITH A CHECK MADE PAYABLE TO THEM JOINTLY.

SIGNED: _____

ADDRESS OF PROPERTY: _____

DATE: _____

I HEREBY CERTIFY THAT THE SIGNATURE ABOVE IS THAT OF THE OWNER, REGISTERED AGENT OF THE OWNER, OR AUTHORIZED AGENT OF THE OWNER OF THE PROPERTY AT THE ADDRESS SET OUT ABOVE.

TEXAS

If the work is performed in Texas, the following provision applies to you:

NOTICE AND OPPORTUNITY TO CURE. IF BOTH OF US WAIVE ARBITRATION, THIS CONTRACT, INCLUDING ANY AGREEMENT UNDER IT, IS SUBJECT TO CHAPTER 27 OF THE TEXAS PROPERTY CODE. THE PROVISIONS OF THAT CHAPTER MAY AFFECT YOUR RIGHT TO RECOVER DAMAGES ARISING FROM A CONSTRUCTION DEFECT. IF YOU HAVE A COMPLAINT CONCERNING A CONSTRUCTION DEFECT AND THAT DEFECT HAS NOT BEEN CORRECTED AS MAY BE REQUIRED BY LAW OR BY CONTRACT, YOU MUST PROVIDE THE NOTICE REQUIRED BY CHAPTER 27 OF THE TEXAS PROPERTY CODE TO THE CONTRACTOR BY CERTIFIED MAIL, RETURN RECEIPT REQUESTED, NOT LATER THAN THE 60TH DAY BEFORE THE DATE YOU FILE SUIT TO RECOVER DAMAGES IN A COURT OF LAW OR INITIATE ARBITRATION. THE NOTICE MUST REFER TO CHAPTER 27 OF THE TEXAS PROPERTY CODE AND MUST DESCRIBE THE CONSTRUCTION DEFECT. IF REQUESTED BY THE CONTRACTOR, YOU MUST PROVIDE THE CONTRACTOR AN OPPORTUNITY TO INSPECT AND CURE THE DEFECT AS PROVIDED BY SECTION 27.004.

MY SIGNATURE SHALL SERVE AS ACKNOWLEDGEMENT AND RECEIPT OF A COPY OF THIS AGREEMENT, BID, RIGHT TO CANCEL[HHD1] , AND LIMITED WARRANTY ON STEEL PILES.

Warranties

Limited Warranty on Ram Jack Steel Piles

What RJMG Operating Services I, LLC Covers For The Life Of Your Structure. The Ram Jack® steel pile is designed to resist vertical settlement of a load bearing structural beam within a limited area along the beam directly above the pile **for the life of the structure**. The RJMG Operating Services I, LLC ("Ram Jack") Limited Warranty ("Warranty") is that any Ram Jack driven or helical pile, which Ram Jack installs at your property, will not move downward.

Period of Coverage. Coverage begins upon full and timely payment of the Ram Jack installation. Coverage continues for the life of the structure and terminates upon the first of the following to occur: (1) you transfer the property but take no action to transfer the Warranty, (2) the transfer does not qualify, (3) a person other than Ram Jack alters, works on, disturbs, or adjusts your Ram Jack Foundation Solutions System, (4) the structure is altered, creating additional loads as Ram Jack reasonably determines, or (5) the present structure no longer substantially exists.

What Ram Jack Will Do Free of Charge. Ram Jack will inspect its Work, and using its discretion, adjust or replace, free of charge, any Ram Jack driven steel or helical pile, including its respective bracket if damaged, should it experience downward movement ("settlement") as shown on the Service Plan, in a good and workmanlike manner, using the Ram Jack Foundation Solutions System. The preceding is your sole remedy under this Warranty.

Exclusive Warranty. This Warranty supersedes all other warranties, and is offered exclusively instead of any other warranties, written, oral, expressed or implied, all of which Ram Jack disclaims.

What Ram Jack Does Not Cover

1. The Warranty does not cover any damages (direct, consequential, etc.) as a result of (1) downward movement of a pile and/or (2) adjustment or replacement of a pile. Consequential damages include, but are not limited to, damage to concrete, brick, mortar, sheetrock, wood, wallpaper, paint, fixtures, rigid materials, furnishings, personal property, and all components of a structure.
2. Ram Jack is not responsible for any movement of soil beneath the foundation/structure, and as a result, the Warranty does not cover: (1) any settlement of the foundation or floor outside the area directly above each pile, (2) any lateral ("sideways") and/or upward movement ("heaving") of the foundation or floor of the structure, and (3) any damages from movement. The Warranty does not cover any failure or defects (present or future) of the structure, including the foundation and the floor (and its substructure components, including existing piles, support joists and beams, and all wood). The Warranty only covers the downward movement of a pile and does not cover damages from any movement of the foundation, floor, structure, or its components.
3. The Warranty does not cover any costs the Owner incurs for repairs at the property without the written approval of Ram Jack. By way of example and not limitation, an Owner's repairs to the foundation, structure, components, sheetrock, engineered flooring system, plumbing, sprinkler system, flooring, cosmetic or other repairs related to the Work at the property address are not covered without written approval from the Ram Jack Operations Manager.
4. The Warranty does not cover failure from catastrophic events, caused by man or nature, or a combination of both factors.

Such catastrophes may take the form of tornadoes, earthquakes, excessive wind, fire, explosions, floods, tidal waves, rain causing slope failure, failure from natural soil creep, soil collapse, slope failure, heaving, sinkholes, subsidence or similar events. Even if piles do not fail, catastrophes may cause foundation or structural movement that this Warranty does not cover.

5. The Warranty does not cover the failure of a foundation or components of a wood engineered flooring system. Concrete and wood are affected by the quality of their design, construction, components, and maintenance. Other than a Ram Jack pile providing support to a limited area of a structural beam directly above it, Ram Jack has no control over factors that affect the life of your foundation and wood flooring system, which include weather, drainage, moisture, wood destroying organisms, lack of maintenance, and similar deterioration factors.

Your Responsibilities. Keep Paperwork. It is your responsibility to keep your contracts and show them to Ram Jack upon request. Ram Jack must uncover piles during any warranty service, and you must have a copy of the Service Plan and Elevations showing pile locations as well as the Scope of Work and Services/Cost for Services, Limited Warranty, and Agreement for Work. If you do not show the paperwork when requested, Ram Jack can charge you a fee of \$500 or more (depending on the amount of work and which fee is subject to change without notice) to find and reveal pile locations.

Allowing Us to Visit and Conduct Testing. It is your responsibility to maintain your foundation and/or crawlspace. We cannot control the weather, which may cause a slab to crack or a crawlspace to settle, causing structural issues. Crawlspace with moisture will cause mold, rot, warping, and wood damaging organisms to invade the space. You may need to repair the exterior crack of a slab, or encapsulate and dehumidify a crawlspace. Separations between bricks, cracking or separation of wood and walls, uneven flooring, cracked tiles and decks, and stuck doors and windows, etc., are symptoms of movement. Please read "Causes of Foundation Failure" from your folder.

Because Oklahoma, Texas and Arkansas soils consist of expansive clay, which are extremely sensitive to moisture changes, soil at the site may swell and shrink to a significant degree. This movement may cause substantial pressure in and around the structure, causing dramatic changes at the site so that no frame of reference exists as to relative movement, making relative elevations meaningless as when first measured.

Ram Jack installed piles are designed not to fail and do not move downwards. After 40 years of refining and using the Ram Jack System and solving customer concerns, we have found most issues are related to drainage, subsurface water, or plumbing leaks, not the downward movement of Ram Jack piles.

Since it is difficult to diagnose an issue when drainage/plumbing or other issues exist, if we make a request, you agree to repair such problems before we conduct work or further inspections. When the soils have stable amounts of moisture, you agree to allow our retained engineer and us to inspect and conduct testing at the site when favorable conditions are present, and to offer us any engineering reports.

Amendment. Ram Jack may amend any provision of this Warranty with the exception of the basic warranty, which is that any Ram Jack driven or helical pile (manufactured by Ram Jack Manufacturing, LLC), which Ram Jack installs at your property, will not move downward for the life of your structure.

Transfer. The Owner of this Warranty is the person named in the Agreement for Work and any approved transferee. The Owner may transfer this Limited Warranty to a transferee of the property ("New Owner") if within 60 days of a property transfer, the following are sent to the address below or as requested: (1) the Transfer Fee of \$500, which is subject to change without notice, (2) Ram Jack transfer forms stating Ram Jack is released from all claims other than this Warranty, and (3) the New Owner states they have and will retain possession of the Agreement. You must meet all requirements, or any transfer is void. Ram Jack transfer forms are available upon request. The Ram Jack National Limited Warranty Trust continues any Period of Warranty Coverage. Please register your Warranty at www.ramjackdealersassoc.com for coverage.

State Law; Disputes. This warranty gives you specific legal rights, and you may have other rights, which vary from state to state. You agree not to litigate, but to resolve all disputes related to this Agreement according to the following procedure. First, You must first enter into direct negotiations with Ram Jack, for at least six months after you meet with Ram Jack at the Site. We may extend this time by mutual agreement. If we do not settle all issues by negotiation, then except as provided above, we both agree to settle any remaining controversy or claim arising out of or relating to this contract, or the breach thereof, including the validity of this arbitration clause, by arbitration administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules. We both agree that any Judgment on the award that the arbitrator(s) renders is limited to an award in conformity with the law and may be entered in any court having jurisdiction hereof. The arbitrator shall not award punitive or other damages not measured by the prevailing party's actual damages, except as may be required by statute. The parties shall arbitrate in the state where the Project is located, and the laws of that State shall govern. Each party shall bear its own costs, fees and expenses of arbitration and both agree, consistent with

the expedited nature of arbitration, that each party will, upon written request, promptly provide copies to the other party of all relevant documents. The parties shall bear the costs of the neutral arbitrator equally, and shall pay when invoiced, and fully paid before the award is delivered. The parties agree that failure or refusal of a party to pay its required share of the deposits for arbitrator compensation or administrative charges shall constitute a waiver by that party to present evidence or cross-examine witness. In such event, the other party is required to present evidence and legal arguments as the arbitrator(s) may require for the making of an award. Such waiver shall not allow for a default judgment against the non-paying party in the absence of evidence presented as provided above. The parties also agree that a structural engineer experienced in foundation support shall be named as arbitrator. Neither party can demand arbitration after the date when any applicable statute of limitation would bar the institution of legal or equitable proceedings based on such claim or dispute.

RJMG Operating Services, LLC, an independent dealer, offers this Limited Warranty. In the event you require warranty work, contact Ram Jack at:

RJMG Operating Services, LLC

Attn: Warranty Claims

Address: 120 W 7th Street, Ada, OK 74820

Phone: 580-436-4900

The Ram Jack Limited Lifetime Warranty is only effective upon full and timely payment at Installation. If you have questions as to whether your limited warranty is effective, please call us. Ram Jack has sole and absolute discretion as to whether your limited warranty is valid and will exercise its discretion in a reasonable manner.

If married and my spouse is not present, I have the authority to sign as Agent. I understand this agreement and agree to all of its terms.

By signing any forms or agreements provided to you by RJMG Operating Services I, LLC DBA RAM JACK, you understand, agree and acknowledge that your electronic signature is the legally binding equivalent to your handwritten signature. You agree, by providing your electronic signature, that you will not repudiate, deny or challenge the validity of your electronic signature or of any electronic agreement that you electronically sign or their legally binding effect.

By signing any forms or agreements provided to you by RJMG Oklahoma -Arkansas - N Texas, you understand, agree and acknowledge that your electronic signature is the legally binding equivalent to your handwritten signature. You agree, by providing your electronic signature, that you will not repudiate, deny or challenge the validity of your electronic signature or of any electronic agreement that you electronically sign or their legally binding effect.

Signature: _____ Date: _____ Time: _____

