

Prepared by:

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Thrasher, Inc. gothrasher.com TF (800) 827-0702 F (402) 393-4002

Job location:

Prepared for:

Robert Rowland

591 North 1500 Road Lawrence, KS 66049

Date

License# 2770

Prepared on: 4-4-25

| Project Summary | |
|--|---|
| Keep Whole Basement Dry | |
| Keep Dry All The Time | \$2,335.10 |
| Prevent Damage from Wall Moisture | \$2,383.56 |
| Total Investment | \$14,093.03 |
| Total Contract Price | \$14,093.03 |
| Deposit Required - 20% | \$2,818.61 |
| Deposit Paid | \$0.00 |
| Amount Due Upon Installation | \$14,093.03 |
| Customer Consent | |
| Any alteration from the above specifications and corresponding price request or approval. Completing the work in this Proposal at the time control. This Proposal is based primarily on the Customer's descriptio by the Customer within 180 days. | scheduled is contingent upon accidents or delays beyond our |
| Authorized Signature | Date |
| Acceptance of Contract—I am/we are aware of and agree to the contract—Limited Warranty, and Arbitration Clause, (together, the "Contract"). and you are authorized to do the work as specified in the Contract. I/w are multiple projects, I/we will make payment after each individual pr | I am/we are the owner(s) of the property specified in the Contract, we will make the payment at the completion of the project. If there |

are accepted, but no cash payments are accepted. I/we will pay your service charge of 1-1/3% per month (16% per annum) if my/our

account is 30 days or more past due, plus your attorney's fees and costs to collect and enforce this Contract.

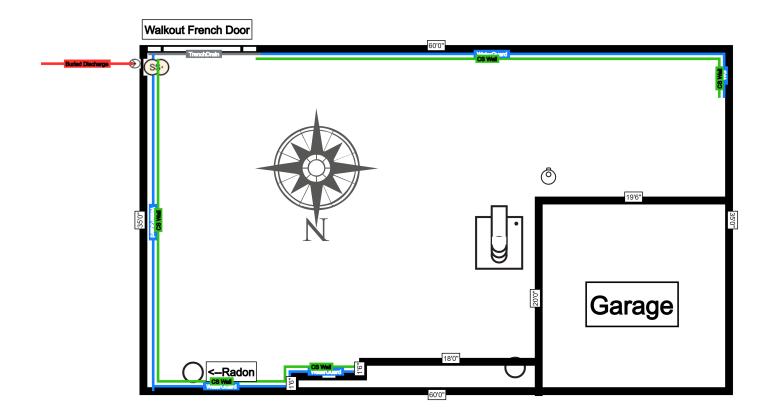
Customer has a three day right of recission but after midnight of the 3rd business day, deposits are non-refundable.

Payments are due after the completion of each project.

Customer Signature

Initial _____ Initial

Job Details



Job Details (Continued)

Specifications

1) Install TrenchDrain with TrenchLock as noted on the proposal. 2) Install WaterGuard sub-floor drainage system as indicated in job drawing. 3) Install IceGuard to prevent floods from clogged or frozen discharge line. 4) Install 1/3 hp cast iron pump in twin liner with clean pump stand. 5) Install LawnScape outlet with 10' of 3" buried discharge line as noted on the proposal. 6) Install CleanSpace Wall System on the full height of walls as shown.

Customer Will

- 1.) Remove finished walls including drywall, studs, and/or furring strips.
- 2.) Repair any sprinkler lines that may be damaged during the installation.
- 3.) Mark any private lines that may be hidden underground, and assumes all liability if damage should occur to such lines.
- 4.) Provide proper dedicated electrical outlets for all pumps, and other electrical devices to be installed

Additional Notes

Customer has multiple points of entry for water in basement. Homeowner attempting to sell but wants to repair basement prior to market. 15' walkout doors without foundation wall. Trench Drain in that area. Sump pump near back door with discharge running to natural downhill grading.

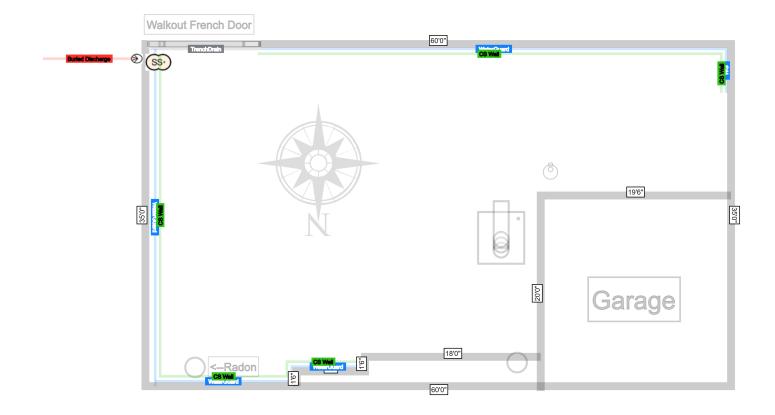
Product List

Keep Whole Basement Dry

| Theop Trible Date in the Line of the Line | | |
|---|--------|--|
| TrenchDrain | 15 ft | |
| WaterGuard ····· | 108 ft | |
| Keep Dry All The Time | | |
| IceGuard ···· | 1 | |
| SuperSump Plus ····· | | |
| LawnScape - Pump Discharge | 1 | |
| Prevent Damage from Wall Moisture | | |
| CleanSpace Wall - Full Height, CleanSpace Wall- Full Height | 108 ft | |

Recommendations to Your Project

| THRASHER* FOUNDATION REPAIR | <u>⊘ Project</u>Total \$14,093.03 | Recommended Total \$14,093.03 |
|-----------------------------------|--|-------------------------------|
| Keep Whole Basement Dry | Ø | Ø |
| Waterproof Basement | \$9,374.37 | \$9,374.37 |
| Keep Dry All The Time | Ø | Ø |
| Waterproof Basement | \$2,335.10 | \$2,335.10 |
| Prevent Damage from Wall Moisture | Ø | Ø |
| Waterproof Basement | \$2,383.56 | \$2,383.56 |



OPTIMIZING AND PROTECTING

THE VALUE OF YOUR INVESTMENT

THE THRASHER GUARANTEES

Satisfaction Guarantee

We guarantee that we will perform all of our work to the standard stated on your proposal. If for any reason you are displeased with any of our services, I am just a phone call away.

Efficiency Guarantee

We know having work done on your home can be an inconvenience to you and your family. We are committed to returning that feeling of "home" to you as quickly as possible. We invest in continuous training and quality tools for our team members, which translates into a better experience for our customers. We do this to ensure we can complete your project as efficiently as possible, while maintaining our commitment to excellence. If there is a delay or change to your project we are committed to finding a resolution as quickly as possible.

Property Protection Guarantee

All property such as lawns, carpeting, floors, walls, furniture, and door frames are protected. In the rare occurrence where property is damaged, we will repair it. Floor covers will be used in all work and traffic areas. We do our best to clean up after ourselves. However, if you are not satisfied, we will provide you a \$100 gift card towards a professional cleaning.

Customer Respect Guarantee

Our technicians will not use tobacco products or profanity while on your property. They will courteously address any questions or concerns and treat you and your family with respect. All of our employees are upstanding citizens with the legal right to work in the United States (we participate in E-Verify).

Are We Perfect?

No. But, every day, every person at our company is striving to redefine the industry. We believe customer experiences can and should be remarkable. Our company cares deeply and builds long-term relationships with our customers, because we know YOU are the very reason we are in business.

Thank you for considering Thrasher,

Dan Thrasher President **OUR MISSION**

"To deliver a WOW experience and

challenge the status quo."

THRASHER, INC. WATERPROOFING LIMITED WARRANTY

This Limited Warranty is from Thrasher, Inc. ("Contractor") to each purchaser ("Customer") of any of the products described in the "Limited Warranty" section below ("Products") which are installed by Contractor at Customer's property ("Property"). This Limited Warranty is made by Contractor in lieu of and excludes all other warranties, express or implied, relating to the Products and to any services or other products provided by Contractor in connection therewith, including any IMPLIED WARRANTY OF MERCHANTABILITY AND IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE. In the event applicable law prohibits the disclaimer of any implied warranty, all such implied warranties shall be limited in duration to the term of the Limited Warranty set forth below. This Limited Warranty is transferrable to subsequent owners of the Property, provided that any such transfer shall not extend the duration of the term of the Limited Warranty set forth below. This Limited Warranty is null and void if full payment is not received. Any claims made pursuant to this Limited Warranty should be addressed in writing to Contractor at 11844 Valley Ridge Dr. Papillion, NE 68046.

LIMITED WARRANTY

Remedial work completed under this Limited Warranty will not extend the warranty period. Subject to the Exclusions from Coverage set forth below, Contractor provides the following Limited Warranty for the Products:

<u>Drainage Systems</u>. For areas where Contractor has installed a WaterGuardTM, WaterGuardTMDM, and/or DryTrak System (each a "Drainage System"), Contractor warrants that, for 25 years from the original date of installation of the Drainage System, the Drainage System will be free from Defects or Contractor will repair the Drainage System at no additional cost to Customer. For the purposes of this Drainage System Limited Warranty, "Defect"* means water from the floor wall joint which passes through the perimeter of the Drainage System and onto the basement floor. Leakage through interior floor cracks is not covered under this Drainage System Limited Warranty.

<u>WaterGuard™MPS</u>. For areas where Contractor has installed WaterGuard™MPS, Contractor warrants that, for 25 years from the original date of installation of WaterGuard™MPS, WaterGuard™MPS will be free from Defects or Contractor will repair WaterGuard™MPS at no additional cost to Customer. For purposes of this WaterGuard™MPS Limited Warranty, "Defect"* water from the floor wall joint or from floor cracks passes through the WaterGuard™MPS System onto the basement floor.

<u>Clean Space</u>[™]. Contractor warrants that the Clean Space[™] liner will be free from Defects for 25 years from the original date of installation or Contactor will repair or replace the Clean Space[™] liner. For the purposes of this Clean Space[™] Limited Warranty, "Defect"* shall mean (a) any hole or tear in the Clean Space[™] liner or (b) when Clean Space[™] is installed with a Drainage System warranted by Contractor under this Limited Warranty, the presence of ground water on the top of the Clean Space[™] liner.

<u>Sump Pumps</u>. Contractor warrants that sump pumps will be free from Defects for 2 years from the original date of installation or Contractor will replace or repair the defective sump pump(s). For purposes of this Sump Pump Limited Warranty, "Defect" means the failure of a sump pump to operate under normal use and service. Contractor makes no warranty that the number and type of sump pumps installed are sufficient to handle the volume of water on the Property, and this Limited Warranty does not cover the cost of any additional sump pumps and sump pits determined to be necessary to handle such volume.

<u>Sedona/Aspen</u>. Contractor warrants that Sedona's will be free from Defects for 5 years, and Aspens will be from Defects for 10 years, from the original date of installation, or Contractor will repair or replace the defective device(s). To maintain the 10 year warranty on the Aspen, the customer must replace filters every 12 months, failure to do so will void the Aspen warranty. For purposes of this Limited Warranty, "Defect" means the failure of the Sedona/Aspen to operate under normal use and service.

RainDrop: For areas where Contractor has installed RainDrop, Contractor warrants that, for a period of 15 years from the original date of installation, the gutters will not clog (No Clog Warranty). In the event that the gutters or RainDrop does clog, Contractor will clear the gutters at no additional cost to the Customer. Exclusion: Contractor does not provide the No-Clog Warranty if the RainDrop or gutter system is damaged or against pine needles.

*The presence of any of the following conditions shall not be considered "Defects" in any Drainage System, WaterGuard™MPS, or Clean Space™ liner: window well flooding; condensation; water vapor transmission; concrete discoloration; water leaking out of the wall over the Drainage System without a wall system; efflorescence (white powder) on concrete; shrinkage cracks in new concrete; peeling paint; water accumulation in the yard once pumped from the structure; or leaks caused by chimneys, plumbing, or frozen discharge lines.

EXCLUSIONS FROM COVERAGE

This Limited Warranty does not cover Defects caused directly or indirectly by any of the following: (1) Neglect, misuse, abuse, or alteration of the Product; (2) clogging or malfunctioning of a Product caused by mineral accumulations, iron bacteria, tree roots, mud, sand, or similar causes; (3) failure to maintain positive drainage away from the Property foundation; (4) failure to keep gutters on the Property in good and working order; (5) failure to direct downspouts sufficiently away from the Property foundation; (6) failure or delay in performance or damages caused by acts of God (flood, fire, storm, etc.), acts of civil or military authority, or any other cause outside of Contractor's control; and (7) any items mentioned in this Contract under "Customer Will", "Contractor Will", "Specifications", "Labels", and "Additional Notes".

LIMITED REMEDY

Contractor's sole obligation to Customer with respect to this Limited Warranty is to provide the labor and materials necessary to replace or repair any Defect as set forth in the "Limited Warranty" section above. Contractor is not responsible for any consequential, incidental, or indirect damages, including without limitation: (a) water damage to the Property or personal property; (b) costs for any finish carpentry, painting, paneling, landscaping, or other work necessary to restore the Property after Contractor's work is completed; (c) utility damage that occurs as a result of Contractor's installation is limited to replacing/repair the area Contractor damaged and does not include any upgrades to utilities for code compliance or other reasons; and (d) damages caused by mold including, but not limited to, property damage, bodily injury, loss of income, loss of use, loss of value, emotional distress, adverse health effects, death, or any other effects.

EXCLUDED PRODUCTS

<u>All Other Products</u>. Except for the Products listed in the "Limited Warranty" section above, Contractor makes no express warranty, and disclaims all implied warranties, for any other product or service provided by Contractor to Customer.

NOTICE TO OWNER

Failure of this contractor to pay those persons supplying material or services to complete this contract can result in the filing of a mechanics lien on the property which is the subject of this contract pursuant to Chapter 429, RSMO. To avoid this result you may ask this contractor for "Lien Waivers" from all persons supplying material or services for the work described in this contract. Failure to secure Lien Waivers may result in paying for labor and material twice.

ARBITRATION CLAUSE

In the event of any dispute arising out of or relating to the Contract, the parties shall seek resolution by final and binding arbitration. The binding arbitration shall be conducted in Douglas County, Nebraska before a single arbitrator and pursuant to the American Arbitration Association ("AAA") Construction Industry Rules and Arbitration procedure. Judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.