



Residential Property And Owners' Association Disclosure Statement

Protecting the Public Interest in Real Estate Brokerage Transactions

Property Address/Description: Louisburg, NC 27549 - 1856 Flat Rock Church Rd. Louisburg NC 27549
Owner's Name(s): Thomas Robert Clayton and Jennifer Clayton

North Carolina law N.C.G.S. 47E requires residential property owners to complete this Disclosure Statement and provide it to the buyer prior to any offer to purchase. There are limited exemptions for completing the form, such as new home construction that has never been occupied. Owners are advised to seek legal advice if they believe they are entitled to one of the limited exemptions contained in N.C.G.S. 47E-2.

An owner is required to provide a response to every question by selecting Yes (Y), No (N), No Representation (NR), or Not Applicable (NA). An owner is not required to disclose any of the material facts that have a NR option, even if they have knowledge of them. However, failure to disclose latent (hidden) defects may result in civil liability. The disclosures made in this Disclosure Statement are those of the owner(s), not the owner's broker.

- If an owner selects Y or N, the owner is only obligated to disclose information about which they have actual knowledge. If an owner selects Y in response to any question about a problem, the owner must provide a written explanation or attach a report from an attorney, engineer, contractor, pest control operator, or other expert or public agency describing it.
- If an owner selects N, the owner has no actual knowledge of the topic of the question, including any problem. If the owner selects N and the owner knows there is a problem or that the owner's answer is not correct, the owner may be liable for making an intentional misstatement.
- If an owner selects NR, it could mean that the owner (1) has knowledge of an issue and chooses not to disclose it; or (2) simply does not know.
- If an owner selects NA, it means the property does not contain a particular item or feature.

For purposes of completing this Disclosure Statement: "**Dwelling**" means any structure intended for human habitation, "**Property**" means any structure intended for human habitation and the tract of land, and "**Not Applicable**" means the item does not apply to the property or exist on the property.

OWNERS: The owner must give a completed and signed Disclosure Statement to the buyer no later than the time the buyer makes an offer to purchase property. If the owner does not, the buyer can, under certain conditions, cancel any resulting contract. An owner is responsible for completing and delivering the Disclosure Statement to the buyer even if the owner is represented in the sale of the property by a licensed real estate broker and the broker must disclose any material facts about the property that the broker knows or reasonably should know, regardless of the owner's response.

The owner should keep a copy signed by the buyer for their records. If something happens to make the Disclosure Statement incorrect or inaccurate (for example, the roof begins to leak), the owner must promptly give the buyer an updated Disclosure Statement or correct the problem. Note that some issues, even if repaired, such as structural issues and fire damage, remain material facts and must be disclosed by a broker even after repairs are made.

BUYERS: The owner's responses contained in this Disclosure Statement are not a warranty and should not be a substitute for conducting a careful and independent evaluation of the property. **Buyers are strongly encouraged to:**

- Carefully review the entire Disclosure Statement.
- Obtain their own inspections from a licensed home inspector and/or other professional.

DO NOT assume that an answer of N or NR is a guarantee of no defect. If an owner selects N, that means the owner has no actual knowledge of any defects. It does not mean that a defect does not exist. If an owner selects NR, it could mean the owner (1) has knowledge of an issue and chooses not to disclose it, or (2) simply does not know.

BROKERS: A licensed real estate broker shall furnish their seller-client with a Disclosure Statement for the seller to complete in connection with the transaction. A broker shall obtain a completed copy of the Disclosure Statement and provide it to their buyer-client to review and sign. All brokers shall (1) review the completed Disclosure Statement to ensure the seller responded to all questions, (2) take reasonable steps to disclose material facts about the property that the broker knows or reasonably should know regardless of the owner's responses or representations, and (3) explain to the buyer that this Disclosure Statement does not replace an inspection and encourage the buyer to protect their interests by having the property fully examined to the buyer's satisfaction.

- **Brokers are NOT permitted to complete this Disclosure Statement on behalf of their seller-clients.**
- Brokers who own the property may select NR in this Disclosure Statement but are obligated to disclose material facts they know or reasonably should know about the property.

Buyer Initials
Buyer Initials

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Owner Initials
Owner Initials

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SECTION A. STRUCTURE/FLOORS/WALLS/CEILING/WINDOW/ROOF

	Yes	No	NR																																																																												
A1. Is the property currently owner-occupied? Date owner acquired the property: <u>August 2019</u> If not owner-occupied, how long has it been since the owner occupied the property? _____	☒	☐	☐																																																																												
A2. In what year was the dwelling constructed? <u>1951</u>			☐																																																																												
A3. Have there been any structural additions or other structural or mechanical changes to the dwelling(s)?	☐	☐	☐																																																																												
A4. The dwelling's exterior walls are made of what type of material? (Check all that apply) ☒ Brick Veneer ☐ Vinyl ☐ Stone ☐ Fiber Cement ☐ Synthetic Stucco ☐ Composition/Hardboard ☐ Concrete ☐ Aluminum ☐ Wood ☐ Asbestos ☐ Other: _____			☐																																																																												
A5. In what year was the dwelling's roof covering installed? <u>2019</u>			☐																																																																												
A6. Is there a leakage or other problem with the dwelling's roof or related existing damage?	☐	☒	☐																																																																												
A7. Is there water seepage, leakage, dampness, or standing water in the dwelling's basement, crawl space, or slab?	☐	☒	☐																																																																												
A8. Is there an infestation present in the dwelling or damage from past infestations of wood destroying insects or organisms that has not been repaired?	☐	☒	☐																																																																												
A9. Is there a problem, malfunction, or defect with the dwelling's:																																																																															
<table border="0"> <thead> <tr> <th></th> <th>NA</th> <th>Yes</th> <th>No</th> <th>NR</th> <th></th> <th>NA</th> <th>Yes</th> <th>No</th> <th>NR</th> <th></th> <th>NA</th> <th>Yes</th> <th>No</th> <th>NR</th> </tr> </thead> <tbody> <tr> <td>Foundation</td> <td>☐</td> <td>☐</td> <td>☒</td> <td>☐</td> <td>Windows</td> <td>☐</td> <td>☐</td> <td>☒</td> <td>☐</td> <td>Attached Garage</td> <td>☐</td> <td>☐</td> <td>☐</td> <td>☒</td> </tr> <tr> <td>Slab</td> <td>☐</td> <td>☐</td> <td>☐</td> <td>☐</td> <td>Doors</td> <td>☐</td> <td>☐</td> <td>☒</td> <td>☐</td> <td>Fireplace/Chimney</td> <td>☐</td> <td>☐</td> <td>☒</td> <td>☐</td> </tr> <tr> <td>Patio</td> <td>☐</td> <td>☐</td> <td>☒</td> <td>☐</td> <td>Ceilings</td> <td>☐</td> <td>☐</td> <td>☒</td> <td>☐</td> <td>Interior/Exterior Walls</td> <td>☐</td> <td>☐</td> <td>☒</td> <td>☐</td> </tr> <tr> <td>Floors</td> <td>☐</td> <td>☐</td> <td>☒</td> <td>☐</td> <td>Deck</td> <td>☐</td> <td>☐</td> <td>☒</td> <td>☐</td> <td>Other: _____</td> <td>☐</td> <td>☐</td> <td>☐</td> <td>☐</td> </tr> </tbody> </table>		NA	Yes	No	NR		NA	Yes	No	NR		NA	Yes	No	NR	Foundation	☐	☐	☒	☐	Windows	☐	☐	☒	☐	Attached Garage	☐	☐	☐	☒	Slab	☐	☐	☐	☐	Doors	☐	☐	☒	☐	Fireplace/Chimney	☐	☐	☒	☐	Patio	☐	☐	☒	☐	Ceilings	☐	☐	☒	☐	Interior/Exterior Walls	☐	☐	☒	☐	Floors	☐	☐	☒	☐	Deck	☐	☐	☒	☐	Other: _____	☐	☐	☐	☐				
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Explanations for questions in Section A (identify the specific question for each explanation):

SECTION B. HVAC/ELECTRICAL

	Yes	No	NR
B1. Is there a problem, malfunction, or defect with the dwelling's electrical system (outlets, wiring, panels, switches, fixtures, generator, etc.)?	☐	☒	☐
B2. Is there a problem, malfunction, or defect with the dwelling's heating and/or air conditioning?	☐	☒	☐
B3. What is the dwelling's heat source? (Check all that apply; indicate the year of each system manufacture)			☐
☐ Furnace [____ # of units] Year: _____ ☒ Heat Pump [____ # of units] Year: <u>2019</u>			
☐ Baseboard [____ # of bedrooms with units] Year: _____ ☐ Other: _____ Year: _____			

Buyer Initials [_____] Owner Initials [_____]

 Buyer Initials [_____] Owner Initials [_____]

Yes No NR

B4. What is the dwelling's cooling source? (Check all that apply; indicate the year of each system manufacture)

☒ Central Forced Air: _____ Year: _____ ☐ Wall/Windows Unit(s): _____ Year: _____
☐ Other: _____ Year: _____

B5/ What is the dwelling's fuel source? (Check all that apply)

☒ Electricity ☐ Natural Gas ☐ Solar ☐ Propane ☐ Oil ☐ Other: _____

Explanations for questions in Section B (identify the specific question for each explanation):

SECTION C.

PLUMBING/WATER SUPPLY/SEWER/SEPTIC

Yes No NR

C1. What is the dwelling's water supply source? (Check all that apply)

☒ City/County ☐ Shared well ☐ Community System ☐ Private well ☐ Other: _____

If the dwelling's water supply source is supplied by a private well, identify whether the private well has been tested for: (Check all that apply).

☐ Quality ☐ Pressure ☐ Quantity

If the dwelling's water source is supplied by a private well, what was the date of the last water quality/quantity test? _____

C2. The dwelling's water pipes are made of what type of material? (Check all that apply)

☐ Copper ☐ Galvanized ☒ Plastic ☐ Polybutylene ☐ Other: _____

C3. What is the dwelling's water heater fuel source? (Check all that apply; indicate the year of each system manufacture) ☐ Gas: _____ ☒ Electric: 2019 ☐ Solar: _____ ☐ Other: _____

C4/ What is the dwelling's sewage disposal system? (Check all that apply)

☒ Septic tank with pump ☐ Community system ☐ Septic tank ☐ Drip system
☐ Connected to City/County System ☐ City/County system available ☐ Other: _____

☐ Straight pipe (wastewater does not go into a septic or other sewer system) *Note: Use of this type of system violates State Law.

If the dwelling is serviced by a septic system, how many bedrooms are allowed by the septic system permit? 3 ☐ No Records Available

Date the septic system was last pumped: _____

C5. Is there a problem, malfunction, or defect with the dwelling's:

	NA	Yes	No	NR		NA	Yes	No	NR
Septic system	☐	☐	☒	☐	Plumbing system (pipes, fixtures, water heater, etc.)	☐	☐	☒	☐
Sewer system	☐	☐	☒	☐	Water supply (water quality, quantity, or pressure)	☐	☐	☒	☐

Explanations for questions in Section C (identify the specific question for each explanation):

Buyer Initials
Buyer Initials

Owner Initials
Owner Initials

SECTION D. FIXTURES/APPLIANCES

Yes No NR
☐ ☒ ☐

D1. Is the dwelling equipped with an elevator system?

If yes, when was it last inspected? _____

Date of last maintenance service: _____

D2. Is there a problem, malfunction, or defect with the dwelling's:

NA	Yes	No	NR		NA	Yes	No	NR		NA	Yes	No	NR		NA	Yes	No	NR	
Attic fan, exhaust fan, ceiling fan	☒	☐	☐	☒	Irrigation system	☒	☐	☐	☐	Sump pump	☒	☐	☐	☐	Garage door system	☒	☐	☐	☐
Elevator system or component	☐	☐	☐	☐	Pool/hot tub /spa	☒	☐	☐	☐	Gas logs	☒	☐	☐	☐	Security system	☒	☐	☐	☐
Appliances to be conveyed	☐	☒	☐	☐	TV cable wiring or satellite dish	☐	☒	☐	☐	Central vacuum	☒	☐	☐	☐	Other:	☐	☐	☐	☐

Explanations for questions in Section D (identify the specific question for each explanation):

SECTION E. LAND/ZONING

Yes No NR
☐ ☒ ☐

E1. Is there a problem, malfunction, or defect with the drainage, grading, or soil stability of the property?

E2. Is the property in violation of any local zoning ordinances, restrictive covenants, or local land-use restrictions (including setback requirements?)

E3. Is the property in violation of any building codes (including the failure to obtain required permits for room additions or other changes/improvements?)

E4. Is the property subject to any utility or other easements, shared driveways, party walls, encroachments from or on adjacent property, or other land use restrictions?

E5. Does the property abut or adjoin any private road(s) or street(s)?

E6. If there is a private road or street adjoining the property, are there any owners' association or maintenance agreements dealing with the maintenance of the road or street? ☐ NA

Explanations for questions in Section E (identify the specific question for each explanation):

SECTION F. ENVIRONMENTAL/FLOODING

Yes No NR
☐ ☒ ☐

F1. Is there hazardous or toxic substance, material, or product (such as asbestos, formaldehyde, radon gas, methane gas, lead-based paint) that exceed government safety standards located on or which otherwise affect the property?

Buyer Initials: Owner Initials: rec hxy
 Buyer Initials: Owner Initials:

	Yes	No	NR
F2. Is there an environmental monitoring or mitigation device or system located on the property?	☐	☒	☐
F3. Is there debris (whether buried or covered), an underground storage tank, or an environmentally hazardous condition (such as contaminated soil or water or other environmental contamination) located on or which otherwise affect the property?	☐	☒	☐
F4. Is there any noise, odor, smoke, etc., from commercial, industrial, or military sources that affects the property?	☐	☒	☐
F5. Is the property located in a federal or other designated flood hazard zone?	☐	☒	☐
F6. Has the property experienced damage due to flooding, water seepage, or pooled water attributable to a natural event such as heavy rainfall, coastal storm surge, tidal inundation, or river overflow?	☐	☒	☐
F7. Have you ever filed a claim for flood damage to the property with any insurance provider, including the National Flood Insurance Program?	☐	☒	☐
F8. Is there a current flood insurance policy covering the property?	☐	☒	☐
F9. Have you received assistance from FEMA, U.S. Small Business Administration, or any other federal disaster flood assistance for flood damage to the property?	☐	☒	☐
F10. Is there a flood or FEMA elevation certificate for the property?	☐	☒	☐

NOTE: An existing flood insurance policy may be assignable to a buyer at a lesser premium than a new policy. For properties that have received disaster assistance, the requirement to obtain flood insurance passes down to all future owners. Failure to obtain flood insurance can result in an owner being ineligible for future assistance.

Explanations for questions in Section F (identify the specific question for each explanation):

SECTION G. MISCELLANEOUS

	Yes	No	NR
G1. Is the property subject to any lawsuits, foreclosures, bankruptcy, judgments, tax liens, proposed assessments, mechanics' liens, materialmen's liens, or notices from any governmental agency that could affect title to the property?	☐	☒	☐
G2. Is the property subject to a lease or rental agreement?	☐	☒	☐
G3. Is the property subject to covenants, conditions, or restrictions or to governing documents separate from an owners' association that impose various mandatory covenants, conditions, and or restrictions upon the lot or unit?	☐	☒	☐

Explanations for question in Section G (identify the specific question for each explanation):

Buyer Initials		Owner Initials	[Signature]
Buyer Initials		Owner Initials	[Signature]

SECTION H.
OWNERS' ASSOCIATION DISCLOSURE

If you answer 'Yes' to question H1, you must complete the remaining questions in Section H. If you answered 'No' or 'No Representation' to question H1, you do not need to answer the remaining questions in Section H.

Yes No NR

H1. Is the property subject to regulation by one or more owners' association(s) including, but not limited to, obligations to pay regular assessments or dues and special assessments?

☐ Yes ☒ No ☐ NR

If "yes," please provide the information requested below as to each owners' association to which the property is subject [insert N/A into any blank that does not apply]:

a. (specify name) _____ whose regular assessments ("dues") are \$ _____ per _____.

The name, address, telephone number, and website of the president of the owners' association or the association manager are: _____

b. (specify name) _____ whose regular assessments ("dues") are \$ _____ per _____.

The name, address, telephone number, and website of the president of the owners' association or the association manager are: _____

c. Are there any changes to dues, fees, or special assessment which have been duly approved and to which the lot is subject?

If "yes," state the nature and amount of the dues, fees, or special assessments to which the property is subject: _____

H2. Is there any fee charged by the association or by the association's management company in connection with the conveyance or transfer of the lot or property to a new owner?

☐ Yes ☐ No ☐ NR

If "yes," state the amount of the fees: _____

H3. Is there any unsatisfied judgment against, pending lawsuit, or existing or alleged violation of the association's governing documents involving the property?

☐ Yes ☐ No ☐ NR

If "yes," state the nature of each pending lawsuit, unsatisfied judgment, or existing or alleged violation: _____

H4. Is there any unsatisfied judgment or pending lawsuits against the association?

☐ Yes ☐ No ☐ NR

If "yes," state the nature of each unsatisfied judgment or pending lawsuit: _____

Explanations for questions in Section H (identify the specific question for each explanation):

Owner(s) acknowledge(s) having reviewed this Disclosure Statement before signing and that all information is true and correct to the best of their knowledge as of the date signed.

Owner Signature: Shirley L. Date 8-18-2025

Owner Signature: Jennifer Clayton Date 8/19/25

Buyers(s) acknowledge(s) receipt of a copy of this Disclosure Statement and that they have reviewed it before signing.

Buyer Signature: _____ Date _____

Buyer Signature: _____ Date _____



Prepared for:

Rob Clayton
1856 Flat Rock Church Rd
Louisburg, NC 27549



Evaluated on:

Wednesday, October 15, 2025

Evaluated By:

Jonathan Hallenborg
(919) 599-6687 | Jonathan@cfr-nc.com

Cornerstone Foundation Repair and Waterproofing LLC
8317 Six Forks Rd Suite 203
Raleigh, NC 27615
Main (844) 926-7637 | Fax (919) 287-2636
www.cfr-nc.com

Scope of Work

Thank you for allowing us to earn your business. We approach each project using a comprehensive plan that corrects the source of the problems and the symptoms they have caused. This strategy allows us to provide a quality solution that lasts longer than a bandage-style fix for something caused by an underlying issue.

After examining your property, we have prepared the following estimate to repair the deficiencies found. This document will provide a detailed explanation of our recommended solution and the associated costs. Some deficiencies may be hidden from view, whether covered with insulation or underground. If any additional problems are found, no additional work will be performed without written approval by the homeowner.

Cornerstone offers a transferrable Lifetime Warranty on all repairs performed by CFR. Some items carry a warranty against movement but all carry a warranty on workmanship.

Section 1

Foundation Repairs

Product	Quantity
Galvanized Cornerstone Helical Pile <i>Stabilize and lift settled foundations with precision-engineered helical piles and brackets, providing a permanent solution to the effects of changing soil conditions around your home. By transferring the weight from failing soil to sturdy helical piers, future settlement is effectively prevented. Tailored installations are completed swiftly, minimizing disruption, and protecting against potential damage for years to come.</i>	5
Seal Cracks with Mortar Sealant	2

Notes

1. Install (5) helical piles under the right rear corner and rear foundation walls to stabilize and support the undermined sections of footing.
2. Seal the cracks in the carport veneer and interior CMU wall as mentioned in section 1 of the engineer's report.

Crawlspace and Basement Structural Repairs

Product	Quantity
New 16x16 CMU Pier <i>New CMU Pier to provide additional support</i>	2

Notes

1. Replace the (2) undermined cmu piers. Ensure the footing is placed below the disturbed soil depth.

Terms & Conditions

Warranties

All work performed by CFR will be warranted for life covering workmanship and installation procedure. Helical piles are warranted for the life of the structure against further settlement. The structure will be warranted in the immediate area of the work as each area consists of a series of piles that support the foundation directly above each pile and between contiguous piles but not beyond the last pile. Maximum spacing to be considered contiguous is 7ft on center unless approved by CFR. The piles are not warranted against heaving. Below grade waterproofing will be warranted against water penetration through the wall(s) waterproofed. Crawlspace drains will be warranted against standing water in the crawlspace due to installation errors. Carbon Fiber straps require a dry basement wall to function properly and to carry the lifetime warranty. Any support built upon a footing is warranted covering installation procedure only. Changes in soil moisture will make footings rise and settle. Any mechanical item installed is covered by the written manufacturer's warranty. Homeowner must keep all footing drains and downspout drains free and clear. If any warranted area is covered by hardscape and needs adjustment, it is the homeowner's responsibility to provide access to the area of concern. The warranty is fully transferrable without cost to the warranty holder. The warranty is only activated with full timely payment.

Contract

Terms & Conditions, Disclaimers, Warranties, Payment Terms, Limitations of Work, Additional Provisions, and Notice of Right to Cancel:

Transferrable Lifetime Warranty

All work performed by CFR will be warranted for life covering workmanship and installation procedure. Helical piles are warranted for the life of the structure against further settlement. The structure will be warranted in the immediate area of the work as each area consists of a series of piles that support the foundation directly above each pile and between contiguous piles but not beyond the last pile. Maximum spacing to be considered contiguous is 7ft on center unless approved by CFR. The piles are not warranted against heaving. Below grade waterproofing will be warranted against water penetration through the wall(s) waterproofed. Crawlspace drains will be warranted against standing water in the crawlspace due to installation errors. Carbon Fiber straps require a dry basement wall to function properly and to carry the lifetime warranty. Any support built upon a footing is warranted covering installation procedure only. Changes in soil moisture will make footings rise and settle. Any mechanical item installed is covered by the written manufacturer's warranty. Homeowner must keep all footing drains and downspout drains free and clear. If any warranted area is covered by hardscape and needs adjustment, it is the homeowner's responsibility to provide access to the area of concern. The warranty is fully transferrable without cost to the warranty holder. The warranty is only activated with full timely payment.

Applicable Sales Tax and Payment Terms:

The bid amount will be subject to sales tax unless a form e589 tax affidavit is submitted.

Payment can be made through various methods, including cash, check, certified funds, and credit cards. However, credit card payments will incur an additional 3% fee.

A 30% deposit and signature approval are required to schedule the project, with the remaining 70% due upon project completion.

Estimation, Additional Costs, and Payment Schedule:

During the repair process, unforeseen damages beyond the scope of the estimate may be discovered. In such cases, additional repair costs will be estimated separately as change orders to be approved by the homeowner prior to beginning the additional repairs.

The estimate is itemized for ease of understanding the repair. If items are not completed or if the scope of work changes, the itemized prices may change as there is always a mobilization minimum that has to be met in order to operate a healthy company.

811 will be contacted to locate utilities from the service to the home including power, gas, and data. Any buried lines that are not located (ie: plumbing, external lights, landscape lighting, etc) are at a risk of being damaged and are not the responsibility

of Cornerstone.

The proposal includes 21 feet of depth per helical pile. Any depth beyond this will be charged at a rate of \$25.00 per foot. Similarly, excavation exceeding 3 feet to the bottom of the footing will incur a charge of \$50.00 per foot thereafter except for waterproofing or if noted in the proposal.

Excessive concrete removal costs will be estimated if encounters. Excessive concrete would come into play if the footing has more than 4" of projection or is more than 8" thick.

When excavating and waterproofing a home, sometimes there will be excess dirt. There is no accurate way to quantify this so we can't add it to the bid. If there is nowhere on site to spread the dirt, it can be hauled off for an additional cost.

Scope of Work and Limitations:

Cosmetic damage to brick, sheetrock, tile, and flatwork may occur when lifting a home. While efforts are made to minimize such damage, it is important to note that the home will be stabilized and lifted to a practical level only. Any further lifting beyond what is deemed practical will require written homeowner consent. It is recommended to wait 6-8 weeks before repairing sheetrock or masonry to allow the home time to adjust to its new support. Cornerstone Foundation Repair and Waterproofing LLC does not accept responsibility for structural defects unless notified prior to work commencement. Structural defects may include homes not built to code, insufficient concrete or steel reinforcement in the footing or slab, and incorrectly installed brick or rock veneer. Cosmetic repairs to brick, rock veneer, and concrete slabs may not match exactly. Some plants and shrubs may need to be removed for installation or excavation. While the contractor handles them with care, survival cannot be guaranteed. Homeowners seeking plant survival guarantees should hire a landscaper. If a home is being waterproofed from the exterior, an area of 12ft from the foundation wall will be needed for soil placement. After excavation, efforts will be made to compact the soil. However, settlement may occur as the soil dries, necessitating homeowner responsibility for grading and soil adding. The soil should be folded back onto the excavated area and allowed to dry and settle into place.

Delay/Unknown Conditions and Contractor's Responsibility:

Events beyond the control of Cornerstone Foundation Repair and Waterproofing LLC, such as acts of God, material shortages, delays in inspections, permitting, or other required authorizations, do not constitute abandonment and are not included in calculating time frames for payment or performance. A definite completion date is not of the essence to this Agreement. If unforeseen conditions are encountered, the Contractor shall suspend work and immediately notify the homeowner. The homeowner must remedy the condition or agree to a written change order with the Contractor. Contractor shall substantially commence work after the expiration of Buyer's right to cancel period and shall comply with all local requirements for building permits, inspections, and zoning.

Late Cancellation/Late Payment/Default:

If the Buyer attempts to cancel this Agreement after expiration of the right to cancel period (3 days), and the Contractor accepts such cancellation, a cancellation fee equal to 20% of the Total Price will be charged to offset incurred costs. Buyer agrees to pay a late fee of 1.5% per month on amounts due and owing from Buyer to Contractor. Buyer agrees to pay Contractor's attorney's fees and any other expenses of repossession or collection as allowed by applicable law.

No Setoffs or Retentions:

Upon completion of Contractor's work, Buyer shall pay all amounts due under this Agreement without any right of set-off or retention. Completion is defined as the job being materially completed and functional as intended. If any defects are found after payment, Contractor shall inspect and perform any remedial work at no cost to Buyer.

Buyer's Representations:

Buyer will pay all taxes and permitting fees required for this Agreement. Buyer will provide reasonable access to Buyer's property and has disclosed all relevant conditions about the property to the Contractor. Buyer has liability insurance in force on Buyer's property.

Notice of Right to Cancel

Buyer(s) have the right to cancel this transaction within three (3) business days from the date of this agreement without any

penalty or obligation. If Buyer(s) cancel, any property traded in, any payments made by Buyer(s) under the Contract or Sale, and any negotiable instrument executed by Buyer(s) will be returned within 10 business days following receipt by Cornerstone Foundation Repair and Waterproofing LLC of Buyer(s)'s cancellation notice, and any security interest arising out of the transaction will be canceled.

If Buyer(s) do cancel, they must make goods available to Cornerstone Foundation Repair and Waterproofing LLC, in substantially as good condition as when received, at their residence. Alternatively, Buyer(s) may comply with the instructions of Cornerstone Foundation Repair and Waterproofing LLC regarding the return shipment of the goods at Cornerstone Foundation Repair and Waterproofing LLC's expense and risk. If Buyer(s) make the goods available to Cornerstone Foundation Repair and Waterproofing LLC and Cornerstone Foundation Repair and Waterproofing LLC does not pick them up within 20 days of the date of the Notice of Cancellation, Buyer(s) may retain or dispose of the goods without any further obligation. If Buyer(s) fail to make the goods available to Cornerstone Foundation Repair and Waterproofing LLC, they remain liable for performance of all obligations under the Contract.

Miscellaneous:

The Agreement is governed by the laws of the state where work is performed.

Any modification to the Agreement must be in writing and signed by both parties.

The Agreement contains provisions regarding arbitration of disputes.

The parties agree to potentially choose arbitration over litigation for dispute resolution.

By accepting the terms and conditions, the homeowner acknowledges and agrees to all outlined points, including payment terms, estimation processes, scope of work, limitations, notice of right to cancel, and additional provisions.

Cornerstone Foundation Repair and Waterproofing LLC

Address:

8317 Six Forks Road, Suite 203, Raleigh, NC 27615

Phone: [844-926-7637](tel:844-926-7637)

Fax: [919-287-2636](tel:919-287-2636)

Website: www.cfr-nc.com

By signing any forms or agreements provided to you by Cornerstone Foundation Repair and Waterproofing LLC, 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: Thomas clayton Date: 10/20/2025 Time: 8:26pm

Photos

Section 1

Foundation Repairs



