



Chore-ology Restoration & Handyman

# Multi-Service Agreement & Work Authorization

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This time and material service agreement and work authorization (the "T&M Agreement") is made at arm's length, and in good faith between Chore-ology Restoration & Handyman (the "Service Provider"), and the client as identified below and, in the estimate, (the "Client").

Whereas the Client desires for the Service Provider to provide the Client with professional, labor and materials on a time and materials basis, to assist the Client to achieve their desired goal whatever that may be, for which all expenses may not be discoverable until well into the anticipated scope of work is hereby incorporated by reference (the "Services").

Whereas the Service Provider has agreed to provide the Client with labor and materials on a time and materials basis to help the Client achieve their goal on the terms and conditions set out in this Agreement.

In consideration of the matters described above, and the mutual benefits and obligations set forth in this Agreement, the receipt and sufficiency of which consideration is hereby acknowledged, the Client and Service Provider (each individually a "Party" and collectively the "Parties" to the Agreement) agree as follows:

## 1. No Employment Relationship

The Service Provider is an independent contractor, and nothing in this Agreement shall render it an employee, agent or partner of the Client, and the Service Provider shall not hold itself out as such. The Parties mutually agree and acknowledge that these terms are material to this agreement, the absence of which would have resulted in the Service Provider refusing to enter into this T&M Agreement.

## 2. Estimates & Scope of Work Accuracy

The Service Provider will use the information gathered from the Client, as well as from a site inspection, as well as their best judgement and experience when assessing the Client's project goals in order to formulate a scope of work intended to give the best results to the Client. However, the Service Provider will not guarantee the accuracy of any written estimates, nor guarantee against cost "overruns" of any magnitude, nor be bound by any agreement to work within a "budget" or a specific time frame. The Parties recognize that the Client would not complain if the price for completed services was lower than originally estimated, and they should also not be surprised if the price rises above



the original estimate. However, the Client may have reasonable expectations that the scope of work will largely be adhered to except in cases where unknown conditions crop up, or material prices change, or engineering requirements necessitate changes, or site conditions change, or one of the Parties makes necessary or recommended changes to keep the project on track and to achieve the overarching goal of the project. The Parties mutually agree and acknowledge that these terms are material to this agreement, the absence of which would have resulted in the Service Provider refusing to enter into this T&M Agreement.

### **3. No Fiduciary Responsibility**

The Service Provider has no fiduciary responsibility to the Client, is not providing budgeting or other financial oversight services for the project, and is not responsible for providing an expense report unless requested. The Parties mutually agree and acknowledge that these terms are material to this agreement, the absence of which would have resulted in the Service Provider refusing to enter into this T&M Agreement.

### **4. No Right to "Reasonable" Cost for Services**

The Services are being offered to the Client on a time and material basis only, with no cap or budget to control the total project cost. Any suggestion that the Service Provider will work within a budget, or promised to do so is expressly rejected. The Client agrees to waive any right to a "reasonable" cost for service and shall defend and hold harmless the Service Provider of any such claims. Furthermore, the Client agrees that their sole remedy to control their expenses on the project is to stop the job and to request an audit of expenditures by the Service Provider. The Parties mutually agree and acknowledge that these terms are material to this agreement, the absence of which would have resulted in the Service Provider refusing to enter into this T&M Agreement.

### **5. Power & Duty to Inspect**

The Client has both the power, and the DUTY to inspect the Services and the materials being provided and installed by the Service Provider on a daily basis, and to suspend or request an audit of the Services at their sole cost/expense immediately when questions arise, problems crop up, the Client is concerned about the expenditures and their budget, wants to make changes, or the Client is unhappy with the work being performed in any way. Where problems with the work product or scope of work are discovered, the Client has 24hrs to report their grievances in writing to the Service Provider. Failure of the Client to inspect the Service Providers work daily, and to alert the Service Provider of deficiencies from the previous day shall be construed as default acceptance of the work performed and materials used. See "Acceptance of Finished Product(s)" section below for details. Any cost incurred for changes required by the Client to work already performed by the Service Provider after 24hrs of the performance of that work shall be borne solely by the Client. The Parties mutually agree and acknowledge that these terms are material to this agreement, the absence of which would have resulted in the Service Provider refusing to enter into this T&M Agreement.

### **6. Audit Rights**

The Client shall be afforded the right to demand a copy of all receipts, a log of mileage driven while performing project-related duties, and a copy of all related time sheets or other expenses to substantiate the costs they are incurring on



the project within a reasonable time frame. The Client shall also be afforded the right to an explanation of the charges by the Service Provider. The Client shall also be entitled to written documentation from the Service Provider explaining changes to the scope of work and why those changes were made. These rights may be exercised at any point throughout the project and up to 48hrs after an invoice has been issued. However, these provisions are not free of charge, and the Client agrees to compensate the Service Provider for compiling this information for their review and explaining it. The Parties mutually agree and acknowledge that these terms are material to this agreement, the absence of which would have resulted in the Service Provider refusing to enter into this T&M Agreement.

## **7. Deposit**

Upon the Parties' mutual acceptance of the Agreement and Estimate, the Client shall pay the required scheduling deposit noted in the estimate, or as noted in other communication such as text or email. The Client agrees to pay the Service Provider the scheduling deposit which is typically equal to 50% of the gross estimate, or up to 100% of the estimated material costs for the project at the time of being added to the Service Provider's schedule. The Parties mutually agree and acknowledge that these terms are material to this agreement, the absence of which would have resulted in the Service Provider refusing to enter into this T&M Agreement.

## **8. Scheduling & Re-scheduling**

Once the deposit has been paid, the Service Provider and the Client shall then agree upon the day(s) and time(s) that the Service Provider will perform the Services. The Client may request a change to the previously scheduled day or time that the Service Provider performs the Services provided the change occurs at least 15 days prior to commencement of the Services. If so, the Client and the Service Provider agree to work together to determine an alternate date and time for the Service Provider to perform the Services. However, the Service Provider reserves the right to deny any schedule changes requested by the Client that occur within 15 days prior to the commencement of the Services and up to the date of completion. If a request to reschedule service is denied, the Client has a choice to keep their appointment or cancel the Service. The Service Provider reserves the right to reschedule the Client at their discretion, at will, without notice, and as needed in the best interests of the business itself or its other clients that are experiencing emergencies. Where possible, the Client and the Service Provider agree to work together to determine an alternate date and time for the Service Provider to perform or continue to perform the Services. The Parties mutually agree and acknowledge that these terms are material to this agreement, the absence of which would have resulted in the Service Provider refusing to enter into this T&M Agreement.

## **9. Notification of Cancellation & Liquidated Damages**

If the Client cancels the scheduled service at least 15 days prior to the commencement of the Services onsite, the Client agrees to forfeit their entire deposit plus reimburse the Service Provider for any expenses, fees and labor incurred to that date in preparation for the Services. If the Client cancels the scheduled service between day 15 prior to the commencement of the Services onsite, and completion of the Services, the Client agrees to reimburse the Service Provider for any expenses, fees and labor incurred to that date in preparation for or in performance of the Services, plus pay liquidated damages equal to the remaining estimated labor cost for the Service minus the deposit previously received. The Service Provider reserves the right to cancel the Services at their discretion, at will, before or after



commencement, for cause or convenience, without notice, and as needed in the best interests of the business. Termination will go into effect upon delivery of the notice to terminate the Agreement. If the Service Provider cancels the service, the deposit will be refunded minus any expenses, fees and labor incurred to that date in preparation for or in performance of the Services. Any remaining balance due will be invoiced as per usual. The Party electing to cancel the Services shall notify the other Party in writing via email, text, or certified letter. The cancellation of service shall include the reason cancellation of services is being demanded. The damages agreed to here are what the Service Provider reasonably expects it to cost them in lost income. The Service Provider does not intend to levy punitive damages onto the Client, but rather the Service Provider believe this to be reasonable compensation for their loss. The Parties mutually agree and acknowledge that these terms are material to this agreement, the absence of which would have resulted in the Service Provider refusing to enter into this T&M Agreement.

#### **10. Notification of Suspension & Accruing Charges**

The Client agrees not to hold the Service Provider's schedule hostage. Therefore, if the Client chooses to suspend the Services, the Client agrees to continue paying the Service Provider as scheduled while any disputes are ironed out. The Party electing to suspend the Services shall notify the other Party in writing via email, text, or certified letter. This suspension of service shall include the reason suspension of services is being demanded. If the service is being suspended for a period, the Party electing to suspend the Services shall also notify the other party by the same means for how long the suspension will occur, and what actions will need to be taken to resolve the issue necessitating the suspension. In the event either party serves a suspension of service notice, good faith shall be employed by both parties to resolve issues as quickly as possible to keep the project on schedule. If the Service Provider suspends services due to non-payment or threats of non-payment by the Client, resumption of services may not begin again until the Service Provider has been paid all sums due prior to the date the suspension of services notice was delivered, as well as any payment that subsequently becomes due, including any expenses related to the Services that may be incurred during the period of the suspension. If the Service Provider suspends services due to any other justifiable cause attributable to the Client, including, but not limited to abusive or hateful speech, or safety concern(s) present at the Jobsite, then the Client shall bear all costs and expenses borne by such delay. These expenses and costs shall include, but are not limited to, hourly charges for labor that would have been worked had the suspension not occurred, extended rental periods for tools being used on the job, cancelation or termination fees of third-party services, and other costs and fees that otherwise would not have been incurred but for the suspension of services. If the Client refuses to pay for expenses accrued during the period of suspension, the suspension shall automatically convert to a last-minute cancellation of service for cause. In such a case the terms for short notice cancellation and liquidated damages shall apply. The Parties mutually agree and acknowledge that these terms are material to this agreement, the absence of which would have resulted in the Service Provider refusing to enter into this T&M Agreement.

Exceptions: Neither party to this Agreement shall be liable in damages or have the right to terminate this Agreement for any delay or default in performing the provisions hereunder if such delay or default is caused by conditions occurring beyond the party's reasonable control and in the absence of negligence or fault, including, but not limited to Acts of God, pandemic, Government restrictions, war, insurrections, failure of subcontractors or other third parties; Dates by which performance obligations are scheduled to be met will be extended for a period equal to the time lost due to any delay so caused.



## 11. Cancellation / Suspension Indemnification

THIS SECTION AND THE TERMS FOUND WITHIN SHALL ONLY TRIGGER UPON THE EARLY TERMINATION OR SUSPENSION OF SERVICES BY THE CLIENT OR SERVICE PROVIDER.

The Client agrees that by terminating or suspending these Services before completion of the project, the Service Provider and all related parties will immediately stop all work on the Jobsite. The Client acknowledges that as a result, further damage may occur to their property, and fees, including labor for hours already scheduled, and rental fees for equipment remaining on-site will continue to accrue unabated until demobilization is authorized by the Client and completed by the Service Provider. Services such as exterior building envelope repairs, water/mold mitigation, remediation, abatement or incomplete structural alterations may cause extensive and irreparable harm if ceased before completion, including environmental pollution from the inability to clean up after services have begun.

NOTWITHSTANDING THESE RISKS, THE CLIENT HEREBY AGREES TO ACCEPT AND ASSUME ALL RISKS OF ILLNESS, PERSONAL INJURY, PSYCHOLOGICAL INJURY, PAIN, SUFFERING, DISABILITY, DEATH, PROPERTY DAMAGE, AND/OR FINANCIAL LOSS TO THEM OR THEIR PROPERTY OR THEIR VISITORS ARISING THEREFROM, WHETHER CAUSED BY THE ORDINARY NEGLIGENCE OF THE SERVICE PROVIDER OR OTHERWISE IN THE EVENT THAT THE CLIENT OR SERVICE PROVIDER TERMINATES OR SUSPENDS THESE SERVICES EARLY.

The Client further acknowledges and agrees:

- a. The Client hereby expressly waives and releases any and all claims, now known or hereafter known, against the Service Provider and its employees, agents, affiliates, successors, and assigns (collectively, "Releasees") on account of personal or psychological injury, illness, pain, suffering, disability, death, property damage, theft of tools or financial loss arising out of or attributable to the termination or suspension of Services, whether arising out of the ordinary negligence of the Company or any Releasees or otherwise. The Client covenants not to make or bring any such claim against the Service Provider or any other Releasee, and forever releases and discharges the Service Provider and all other Releasees from liability under such claims.
- b. The Client shall defend, indemnify, and hold harmless the Service Provider and all other Releasees against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses, including theft of site located tools and materials of whatever kind, including reasonable attorneys' fees, the costs of enforcing any right to indemnification under this Release, and the cost of pursuing any insurance providers, awarded against the Service Provider or any other Releasees in a final judgment, arising out of or resulting from any claim of a third party related to the termination or suspension of the Services.

The Parties mutually agree and acknowledge that these terms are material to this agreement, the absence of which would have resulted in the Service Provider refusing to enter into this T&M Agreement.

## 12. Milestones & Payment Deadlines

Unless otherwise stated in writing, project milestones shall occur approximately monthly until the Client's goals have been achieved, and the payment terms for those invoices shall be Net-0/COD. The Service Provider will deliver all invoices to the Client by way of electronic mail ("email") to the email address provided, or by text to the phone number provided, or via mail through the United States Postal Service, or by hand delivery. Invoices shall be considered received by the Client on the date of that email or text message, or two days after the completion of the project if



mailed via USPS, or immediately where hand delivered. The Client acknowledges that the Service Provider cannot control whether an invoice is diverted to the Client's spam e-mail folder, or bounced back as undeliverable, or was blocked by a telecommunications carrier, or is misdelivered by the USPS. Therefore, it is the Client's responsibility to know their due date, to check their spam/junk folder and text messages, and to reach out to the Service Provider if their invoice has not been received within 48-hrs following service completion.

### **13. Hazardous Materials**

The Service Provider may require that materials which are scheduled for demolition or alteration be tested for hazards including asbestos, lead, or mold if they are expected to be disturbed or could impact the health of employees, clients or the environment during the project.

Please reference WAC 296-155-160 and PSCAA Article 4.02 at:

<https://app.leg.wa.gov/wac/default.aspx?cite=296-155-160>

[https://psclicanair.gov/DocumentCenter/View/353/3-4-PDF?bidId=.](https://psclicanair.gov/DocumentCenter/View/353/3-4-PDF?bidId=)

In such cases, the Client agrees to pay all related fees, including third party fees, to sample, test, inspect, create lab reports, perform clearance sampling, abatement, cleaning and disposal. The Parties mutually agree and acknowledge that these terms are material to this agreement, the absence of which would have resulted in the Service Provider refusing to enter into this T&M Agreement.

### **14. Change Orders**

The Service Provider and Client mutually agree that the overarching goals presented by the Client shall supersede and take precedence over the exact scope of work or materials used to achieve those goals. Therefore, if the work being performed is in substantial furtherance of the Client's objective goals, any changes that may occur to the scope of work while underway, including previously unknown water or mold damage that necessitates repair prior to continuing with the existing scope of work, whether requested by the Client, recommended by the Service Provider, or required due to project circumstances or governing law shall be considered approved by the Client automatically without limitation and without written notice. To that end, the Client agrees to permit the Service Provider wide latitude to use their best judgement when making decisions regarding material choices, subcontractors and overall scope of the services in order to achieve the stated goal. If the Client later denies requesting or approving such changes, the benefit of doubt shall lie with the Service Provider and these terms shall govern. The same understanding shall govern emergency and non-emergency changes alike. The Parties mutually agree and acknowledge that these terms are material to this agreement, the absence of which would have resulted in the Service Provider refusing to enter into this T&M Agreement.

### **15. Deadlines & Timelines**

The Client acknowledges and agrees that deadlines and timelines are subject to multiple factors outside of the control of the Service Provider including, but not limited to weather, equipment failures, emergency calls by other clients, hidden damage that was uncovered during the course of approved work that would affect the success of the project, and other circumstances outside of the Service Provider's control. Some of these factors may also influence the final



cost of Services if they slow or delay the Services. In such cases, the Client shall bear the burden of the increased costs. Under no circumstances will the Service Provider be held liable for loss of use or other costs incurred by the Client for the Service Provider's inability to achieve the Client's goals in each time frame. The Parties mutually agree and acknowledge that these terms are material to this agreement, the absence of which would have resulted in the Service Provider refusing to enter into this T&M Agreement.

#### **16. Labor Minimum**

In all Services where onsite labor is requested or required, the Service Provider will bill the Client for a minimum of two (2) hours of labor at the applicable rates. The Parties mutually agree and acknowledge that these terms are material to this agreement, the absence of which would have resulted in the Service Provider refusing to enter into this T&M Agreement.

#### **17. Construction Professional Right to Offer to Cure Defects**

CHAPTER 64.50 RCW CONTAINS IMPORTANT REQUIREMENTS YOU MUST FOLLOW BEFORE YOU MAY FILE A LAWSUIT FOR DEFECTIVE CONSTRUCTION AGAINST THE SELLER OR BUILDER OF YOUR HOME. FORTY-FIVE DAYS BEFORE YOU FILE YOUR LAWSUIT, YOU MUST DELIVER TO THE SELLER OR BUILDER A WRITTEN NOTICE OF ANY CONSTRUCTION CONDITIONS YOU ALLEGE ARE DEFECTIVE AND PROVIDE YOUR SELLER OR BUILDER THE OPPORTUNITY TO MAKE AN OFFER TO REPAIR OR PAY FOR THE DEFECTS. YOU ARE NOT OBLIGATED TO ACCEPT ANY OFFER MADE BY THE BUILDER OR SELLER. THERE ARE STRICT DEADLINES AND PROCEDURES UNDER STATE LAW, AND FAILURE TO FOLLOW THEM MAY AFFECT YOUR ABILITY TO FILE A LAWSUIT.

#### **18. Service Provider Obligations and Representations**

The Service Provider shall make every reasonable effort to deliver to the Client the Services necessary or beneficial to achieve the Client's objective goals irrespective of the exact scope of work performed to achieve them. The Service Provider will make reasonable efforts to keep organized copies of all receipts for expenses incurred on each project, and documentation of labor hours worked, and mileage driven. A copy of such records will be provided to the Client upon request. The Client acknowledges and agrees that there will be times when receipts are lost, destroyed, or otherwise rendered unreadable, and the accuracy and completeness of such receipt records shall not affect the Client's obligation to pay any invoiced amounts assuming the Service Provider can show the charge on a statement or it can be pointed to in the product installed. The Parties mutually agree and acknowledge that these terms are material to this agreement, the absence of which would have resulted in the Service Provider refusing to enter into this T&M Agreement.

#### **19. Insurance & Bond**

The Service Provider represents that, as of the Effective Date, they carry a surety bond in an amount not less than twelve thousand dollars (\$12,000.00). As of the Effective Date, the Service Provider also carries a general liability insurance policy in the amount of one million dollars (\$1,000,000.00).



## 20. Client Obligations

If the project requires or falls under any overarching requirements that may influence the Services rendered, Client is responsible for procuring and notifying Service Provider of such requirements. Examples of such requirements include, but are not limited to, Homeowner's Association and Condo Association Covenants, Conditions, and Restrictions as well as permitting needed for the project. Unless otherwise agreed to in writing, the Client shall bear all liability and costs associated with theft or vandalism of tools and materials left on-site, whether left outside in an unsecured location on the property or locked up within the home or business. The Service Provider will make a reasonable attempt to lock up any hand tools and small power tools in a site located job-box or deposit them within the residence or business being serviced, and chain up larger power tools and hand tools which are left outside to help minimize the chance of theft. Scaffolding, Power Poles and other access equipment shall simply be organized and left where needed to efficiently perform the necessary work without the need to be locked up. Unless otherwise noted in writing, the Client shall be responsible for installing chain link fencing or security cameras to protect the jobsite and tools from access by unauthorized individuals or theft. If, while delivering services, the Service Provider requires a decision or feedback to be rendered by the Client to continue delivering the Services, the Client agrees to respond to such inquiry as quickly as possible. If the Service Provider has not been notified of the Client's direction or decision, the Service Provider may stop all work until communication with the Client is re-established or may use its authority granted earlier in this Agreement to make decisions on behalf of the Client to achieve the Client's stated goals. Any stoppage of work due to delayed response(s) from Client may result in increased cost due to idle time while on the clock waiting for a decision, or timelines and/or deadlines being pushed back by the Service Provider, in Service Provider's sole discretion. Unless otherwise agreed to in writing, the Service Provider shall furnish all labor and material, including third party services required to complete the Services agreed to in the Estimate. Approval of the engagement of third-party services shall be considered automatic and granted. The Client shall be responsible for procuring all permits, licenses, and/or other permissions required for the Service Provider to render Services ("Permissions"). Should Permissions be required by any governing body, and the Client elects not to procure them, and the Service Provider is penalized for not having the proper Permissions, the Client agrees to accept full responsibility for paying all associated fines/fees/levies against the Service Provider for failure to procure. Should a governing body require the removal or alteration of completed work due to the lack of required Permissions after service was rendered, the Client shall hold the Service Provider harmless from all resulting expenses and loss of use including the cost to demolish or alter existing work to satisfy such permissions or ordinances. Payment for Services already provided shall still be due and payable for services already provided. If the Service Provider is required to procure such Permissions, it must be stated in writing on the estimate or provided via email or text message conspicuously. In such cases, the Service Provider will charge the Client for time spent procuring such Permissions in addition to the actual cost of procuring the Permission. The Client shall ensure that there is adequate access and parking to allow the Service Provider to access the location where Services are to be provided (the "Jobsite"). Parking outside the immediate vicinity of the Jobsite or restricted access to the Jobsite may result in increased labor times if the Service Provider is unable to efficiently deliver materials and tools to the Jobsite. If, in the Service Provider's sole discretion, parking conditions or access to the Jobsite are unsatisfactory and would prevent the Service Provider from performing the Services at all, the Service Provider may reschedule performance of the Services at their sole discretion or refuse to reschedule causing the Client to forfeit their deposit. The Parties mutually agree and acknowledge that these terms are material to this agreement, the absence of which would have resulted in the Service Provider refusing to enter into this T&M Agreement.





## 21. Tools, Equipment & Material Replacement

The Client agrees to indemnify, defend, and hold the Service Provider harmless for job-site theft or vandalism of materials and tools left on-site, including damage resulting from acts of nature, terrorism, pranks, flooding, and fire. The Client also agrees to indemnify, defend, and hold the Service Provider harmless for any fees incurred by third parties for loss, or loss of use of their stolen or damaged rental equipment, regardless of whether those tools or materials were locked up, chained up, uncovered, covered or left out in the open inside or outside. The Client further agrees to compensate the Service Provider for the EXACT REPLACEMENT VALUE of any tools or materials stolen, vandalized or damaged, regardless of their age or condition at the time of theft. The Client acknowledges that there are certain tools of significant value which will remain outside and unsecured throughout the course of their project such as scaffolding, Power Poles and other expensive and proprietary access equipment, including heavy powered tools which are needed to perform the work and that would be unreasonable, inefficient or impossible to dismantle and store each day. Regardless, the Service Provider will make a good faith and reasonable effort to organize and lock up small hand tools in order to minimize the chance of theft which may be accomplished by locating an exterior job-box on-site, or by placing loose tools within the locked residence or business being serviced. The Client may, at their sole discretion and responsibility, request that the Service Provider supply a portable storage unit, or install a temporary security system, or hire a security guard, or install temporary security fencing or camera's in order to help prevent access to the work site and to guard against theft or vandalism of materials and tools. Where jobsite security is provided by the Service Provider and paid for by the Client, the Client's responsibility for tool and material replacement due to theft or damage shall be limited to actual depreciated cash value rather than brand new. The Client may, at their sole discretion and responsibility, further request that the Service Provider purchase a builder's risk policy whose cost to purchase shall be borne entirely by the Client. Where a builder's risk policy is in force, and a claim is made and covered under the policy, the Client shall bear complete responsibility for paying the deductible. If the Service Provider needs to enforce this indemnification provision by legal action, then the prevailing party is entitled to its reasonable attorney's fees and costs. Service Provider shall notify Client as soon as Service Provider learns of any theft or damage or liability that will trigger the need for indemnification, and the Service Provider also retains full control and approval over the method and manner of defense including the selection of defense counsel and approval of any proposed settlement. The Parties mutually agree and acknowledge that these terms are material to this agreement, the absence of which would have resulted in the Service Provider refusing to enter into this T&M Agreement.

## 22. General Work Area and Hazard Containment

Where physically possible, the Client and their visitors/guests/family/pets agree to refrain from traversing, passing through, entering, or disturbing the general work area of the Service Provider except when accompanied by the Service Provider for inspection purposes only. The general work area shall be marked or made clear by one or more of the following: cones, hazard tape, walls, partitions, the presence of tools/equipment, demolished material/structure, or newly delivered material to be installed. Where the general work area is difficult to ascertain, the Client and their visitors shall request that the Service Provider make it clear what area is not to be disturbed. In situations where the Client needs to enter or traverse the general work area to reach another area, the Client shall be responsible for supplying and wearing the appropriate boots and other safety apparel/gear and shall hold the Service Provider harmless for any injury incurred while within the general work area including during the approved inspection times when accompanied by the Service Provider. Due to the nature of the Services, the Service Provider may need to contain exceptionally hazardous areas using plastic or other physical barriers. Some of these contained areas require negative



pressure and HEPA filtration provided by air scrubbers to contain the hazard such as mold, asbestos and lead based paint. The Client shall refrain from entering these contained areas marked as hazardous for any reason whatsoever, and for as much time as is needed at the Service Providers sole discretion, to bring the affected area back to a reasonably safe working condition common to the general work area. Additionally, the Client is prohibited from altering, adjusting, moving, or shutting down any jobsite equipment that is operating within or for contained areas regardless of the reason, time of day, noise level, or electricity demand. Inspections of contained, hazardous work areas are not to be performed by anyone other than the Service Provider, their approved and properly equipped subcontractors, or properly equipped governing officials until the area has been brought back to a reasonably safe condition common to the general work area and the containment has been removed. Breaching or entry of a contained, hazardous work zone by unauthorized persons, whether done by the Client themselves or their guests, constitutes a breach of this T&M Agreement, and automatically provides a complete release of liability to the Service Provider, and may lead to the immediate termination of services. The Parties mutually agree and acknowledge that these terms are material to this agreement, the absence of which would have resulted in the Service Provider refusing to enter into this T&M Agreement.

### **23. Client Expenses**

The Service Provider may request that payment for items purchased on behalf of the Client be made to the Service Provider, in full or in part, before the Service Provider proceeds with the purchase. In instances such as these, time is of the essence, as prices may fluctuate. The Parties mutually agree and acknowledge that these terms are material to this agreement, the absence of which would have resulted in the Service Provider refusing to enter into this T&M Agreement.

### **24. Acceptance of Finished Product(s)**

The Client is duty bound and expected to inspect the Service Providers work daily, and will be provided 24 hours after labor stoppage each day to accept the work performed that day by the Service Provider. If, during the 24-hour acceptance window, the Client determines that additional work is required in order to achieve the results the Client envisioned, then the Client shall notify the Service Provider in writing. The Service Provider will then make its best effort to satisfy the Client's desires in exchange for additional compensation at the rate previously agreed. The Service Provider may deny changes being requested if they pose a hazard, won't last or can't be guaranteed, or that violate the law. Under no circumstances shall the Service Provider be expected to work for free due to the Client's unhappiness with specific details of a project unless the Service Provider has made a mistake by gross negligence. The Parties understand and mutually agree that the Service Provider is not perfect, does not have the ability to make a perfect product, and will make minor mistakes on occasion. The cost of correcting those minor mistakes as they come up shall be borne by the Client if they were not the result of pure negligence by the Service Provider. In the event the Service Provider is found to be guilty of gross negligence by a court of law in the performance of their duties, the "Damages and Liability" section below shall govern. The Parties mutually agree and acknowledge that these terms are material to this agreement, the absence of which would have resulted in the Service Provider refusing to enter into this T&M Agreement.



## **25. Choice of Law, Jurisdiction, and Venue**

This Agreement and all documents or agreements that flow from it shall be construed pursuant to the laws of the State of Washington, excluding the conflicts of law's provisions. Any litigation arising out of or relating to the Agreement shall be heard in District Court in King County, Washington, unless another location is mutually agreed upon by the parties. Each party hereby irrevocably waives its rights to trial by jury in any litigation arising out of this agreement or the transactions relating to its subject matter. The Parties mutually agree and acknowledge that these terms are material to this agreement, the absence of which would have resulted in the Service Provider refusing to enter into this T&M Agreement.

## **26. Damages and Liability**

In no event will the Service Provider be held liable for any lost revenues, lost profits, missed opportunities, or for any special, indirect, consequential, incidental, or punitive damages, however caused, arising out of the Services or other dispute regarding the terms of this Agreement or attached Schedules or because of either party terminating this Agreement. In the event the Service Provider is found to be in breach of this Agreement or otherwise grossly negligent in the performance of the Service Provider's responsibilities provided for herein, the Client agrees to limit the Service Provider's total aggregate liability of all claims, losses, costs, damages of any nature whatsoever whether arising from said breach of contract, negligence, or other common law or statutory theory of recovery, or claims expenses from any cause or causes, including attorney's fees and costs and expert witness fees and costs to the total fees actually paid to Service Provider for the Services rendered on the specific Estimate for which the breach was attributed. The Parties mutually agree and acknowledge that these terms are material to this agreement, the absence of which would have resulted in the Service Provider refusing to enter into this T&M Agreement.

## **27. Statute of Repose & Limitation**

All claims of construction defects by a Client for work performed under a specific invoice shall be made known in writing to the Service Provider, and investigated during the period within one (1) year after the specific invoice is submitted, or during the period within one (1) year after the termination of the services, whichever is oldest. Any claim of defects after the above-mentioned period shall be time barred. The Parties mutually agree and acknowledge that these terms are material to this agreement, the absence of which would have resulted in the Service Provider refusing to enter into this T&M Agreement.

All causes of action for construction defects brought before the Service Provider as provided for above shall be permitted one (1) additional year to bring a suit against the Service Provider for the defect. The Parties mutually agree and acknowledge that these terms are material to this agreement, the absence of which would have resulted in the Service Provider refusing to enter into this T&M Agreement.

## **28. Retainage**

Unless the estimate specifically provides for retainage, none shall be permitted. If the Client withholds payment, or refuses to pay the full invoice, the Client will be held liable for theft of services and/or breach of contract, and a lien



may be placed on their property. Furthermore, the client shall not have the right to file a warranty claim until all amounts due are paid in full. The Parties mutually agree and acknowledge that these terms are material to this agreement, the absence of which would have resulted in the Service Provider refusing to enter into this T&M Agreement.

### **29. Bond Claims**

The Client agrees to limit the time permitted to file a bond claim to 90 days from the date of invoice. The Parties mutually agree and acknowledge that these terms are material to this agreement, the absence of which would have resulted in the Service Provider refusing to enter into this T&M Agreement.

### **30. No-Solicitation Agreement & Liquidated Damages**

The Client agrees not to solicit the Service Providers subcontractors where they have been engaged or asked to estimate services on behalf of Chore-ology for the Client's benefit, whether there was a subcontractor agreement in place or not, for a minimum of 6-months after their meeting. Circumventing the Service Provider to work directly with the Service Provider's subcontractors costs the Service Provider valuable relationships and causes very real financial harm to the Service Provider. As such, the Client agrees to pay liquidated damages to the Service Provider for such a breach of contract in the amount of \$8,000. This amount is what the Service Provider reasonably expects it to cost the Service Provider to find a new subcontractor and on-board them to serve their needs. The Service Provider is not intending to levy punitive damages upon the Client, but rather the Service Provider honestly believes this is reasonable compensation for the Service Provider's loss. The Parties mutually agree and acknowledge that these terms are material to this agreement, the absence of which would have resulted in the Service Provider refusing to enter into this T&M Agreement.

### **31. 90-day Non-transferable Limited Warranty & Applicable Notices**

This non-transferable limited warranty provides coverage for both labor and material supplied and installed during an invoice period by the Service Provider or its affiliates and subcontractors. On-going projects which span several months will be provided with several 90-day limited warranties (one for each invoice) that will expire at different intervals based upon when they were invoiced. If the Client makes a claim against a warranty for a specific invoice, the Service Provider shall inspect the product and the Service that is the subject of the claim, and the Service Provider shall have the sole discretion to determine whether the claim is valid, and whether the warranty will apply. If the Service Provider determines that the claim is valid, the Service Provider then has the sole discretion to determine how to address the claim and may either redo or repair the Service or material that is the subject of the warranty request or refund the Client the amount, or any portion thereof, actually paid to the Service Provider for the specific Service that is the subject of the warranty request. Nothing to the contrary withstanding, the Service Provider's maximum liability to the Client is subject to the clauses contained herein and in the "Damages and Liability" section mentioned above. Other than as expressed herein, the Service Provider offers no expressed or implied warranties including the warranty of merchantability or fitness for a particular purpose with respect to any materials or Services provided by the Service Provider.

**NOTICE:** Warranty Claims - The mere presence of a warranty does NOT confer the right to file a claim against it by a



Client. For a Client to obtain the right to enforce a claim against their limited warranty, the Client must first provide payment in-full for the services rendered on the applicable invoice. Once the invoice is satisfied, the Client will automatically obtain the right to make a claim as needed.

**NOTICE:** Warranty Expiration - The limited warranty period shall begin from the moment the invoice is issued and count down unabated until expiration, regardless of a Client's right or lack thereof to file a claim as noted above.

**NOTICE:** Warranty Inclusions - Failure of specific materials or products to substantially perform their duty as designed by the manufacturer, and intended by the Service Provider, which were supplied and installed by the Service Provider, and whose failure was a direct result of improper installation or surface preparation (according to the manufacturer's installation details), or as a direct result of a failure to comply with applicable building codes (according to the local jurisdiction), or as a direct result of incompatible materials which were chosen by the Service Provider, shall be covered by the limited warranty. Likewise, gross damage (deep or prolific scratches, dents, etc) to installed materials which are a direct result of the Service Provider's lack of reasonable care during installation shall be repaired under this warranty so long as the cost to repair does not exceed the total cost of services. In such a case, the "Damages and Liability" section above shall govern.

**NOTICE:** Warranty Exclusions - Claims made due to minor hairline scratches, swirl marks, or imperfections in finishes, which are caused by shipping, receiving or normal and reasonable handling during installation, are specifically excluded from warranty coverage. Minor scratches and imperfections in finishes must be called out by the Client and addressed during paid service time. During this time, the Client may decide whether they want the material replaced entirely or repaired, if possible. The burden of product or material replacement cost, which includes labor and materials, resulting from the Client's claim of minor scratches or finish imperfections shall be borne exclusively by the Client. However, the Service Provider may, at their sole discretion, extend warranty coverage for some or all the labor required to touch up the existing installed product or material to address the noted imperfections if it can be done in place. Failure of materials or products supplied and installed by the Service Provider, whose failure is a direct result of material or manufacturing defects, are specifically excluded from material warranty coverage. However, the Service Provider may, at their sole discretion, extend warranty coverage for some or all the labor to repair the defective products or material. Failure of pre-existing building materials, including failure of coating or caulking adhesion to those pre-existing materials, which was not directly caused by improper application of services or material compatibility issues, are specifically excluded from any warranty coverage whatsoever whether labor or material in nature. Failure of materials beyond the warranty period is excluded from the Service Provider's warranty and is the responsibility of the material's manufacturer exclusively. Failure of materials supplied by the Client are excluded from both labor and material warranty coverage under all circumstances. Damage caused to installed products and materials which occurred as a direct or indirect result of extreme natural forces, or changes made to adjoining materials or architecture by anyone other than the Service Provider which causes a previously unknown impact to the installed materials or products shall be excluded from warranty coverage.

The Parties mutually agree and acknowledge that these terms are material to this agreement, the absence of which would have resulted in the Service Provider refusing to enter into this T&M Agreement.

### **32. General Indemnification**

If any party files a claim, files a lawsuit, or otherwise seeks money damages, fines, attorneys and/or other fees or any sort of penalty against the Service Provider (including administrative liability, special, general, consequential,



exemplary, statutory, and punitive damages) for any reason related to the Client's actions or omission, the Client agrees to indemnify, defend, and hold the Service Provider fully and completely harmless. If the Service Provider needs to enforce this indemnification provision by legal action, then the prevailing party is entitled to its reasonable attorney's fees and costs. The Service Provider shall notify the Client as soon as the Service Provider learns of any potential lawsuit or liability that will trigger the need for indemnification, and the Service Provider also retains full control and approval over the method and manner of defense including the selection of defense counsel and approval of any proposed settlement. The Parties mutually agree and acknowledge that these terms are material to this agreement, the absence of which would have resulted in the Service Provider refusing to enter into this T&M Agreement.

### **33. Alternative Dispute Resolution**

The Parties agree to submit any dispute related to this Agreement or the provision of the Services described herein (the "Dispute") to arbitration administered by the American Arbitration Association in accordance with its Consumer Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. All arbitration shall be held in King County, Washington. The Parties mutually agree and acknowledge that these terms are material to this agreement, the absence of which would have resulted in the Service Provider refusing to enter into this T&M Agreement.

### **34. General Provisions**

Paragraph titles or captions contained in this Agreement are inserted only as a matter of convenience and/or reference, and they shall in no way be construed as limiting, extending, defining, or describing either the scope or intent of this Agreement or of any provision herein. Neither Client nor Service Provider shall delegate their duties under this Agreement without the written consent of the other. This Agreement and schedules attached hereto constitutes the entire and integrated agreement between Client and Service Provider and supersedes and revokes all prior agreements, negotiations, or representations, written or oral, relating to the subject matter of this Agreement, and shall not be changed or amended without the written consent of the Service Provider. Any notice, request, or consent made pursuant to this Agreement shall be in writing and shall be deemed to have been made when delivered in person or when sent by registered or certified mail, or facsimile, or email, or text, to the applicable party to this Agreement identified on the Estimate. If any provision of this Agreement or any portion of such is found by law to be invalid or unenforceable, it shall not affect the validity or enforceability of the remaining provisions. Nothing expressed or implied in this Agreement shall be construed to confer upon any person, other than the Client and the Service Provider and their respective successors and permitted assigns, any rights, or remedies under or by reason of this Agreement. The Client and Service Provider bind themselves and their respective partners, successors, assigns, and legal representatives to the covenants and provisions of this Agreement. Neither the Client nor the Service Provider may assign, directly or indirectly, all or part of this Agreement without the prior written consent of the other. Any assignment or attempted assignment without prior written consent of the other party shall be deemed a breach of contract and grounds for immediate termination of this Agreement and all agreements, terms, and prices in any way associated with it. This Agreement shall not be amended, modified, superseded, canceled, or terminated, except through the procedures set out herein. If either party fails to enforce a right granted by this Agreement, it shall not be regarded as a waiver of the right to do so in the future. Instead, the right to enforce provisions are cumulative and are not waived unless specifically done so in writing. The Parties mutually agree and acknowledge that these terms are



material to this agreement, the absence of which would have resulted in the Service Provider refusing to enter into this T&M Agreement.

### **35. Promotional Rights**

Service Provider shall have the right to create and use any materials, drawings, renderings, or photographs of the completed project as promotional materials for the Service Provider's business. The Service Provider shall be obliged to remove the Client's name, address and phone number from these materials prior to use in publication for promotional purposes. The Parties mutually agree and acknowledge that these terms are material to this agreement, the absence of which would have resulted in the Service Provider refusing to enter into this T&M Agreement.

### **36. Compensation and Billing Rates**

All compensation rates, fees, discounts, and terms thereof shall be included on the Fee Schedule and Estimate. The Parties mutually agree and acknowledge that these terms are material to this agreement, the absence of which would have resulted in the Service Provider refusing to enter into this T&M Agreement.

### **37. NOTICE TO CUSTOMER**

This contractor is registered with the state of Washington, registration no. CHOREL\*793JB, and has posted with the state a bond or deposit of \$12,000.00 for the purpose of satisfying claims against the contractor for breach of contract including negligent or improper work in the conduct of the contractor's business. The expiration date of this contractor's registration is 04/06/2023.

THIS BOND OR DEPOSIT MIGHT NOT BE SUFFICIENT TO COVER A CLAIM THAT MIGHT ARISE FROM THE WORK DONE UNDER YOUR CONTRACT.

This bond or deposit is not for your exclusive use because it covers all work performed by this contractor. The bond or deposit is intended to pay valid claims up to \$12,000.00 that you and other customers, suppliers, subcontractors, or taxing authorities may have.

FOR GREATER PROTECTION YOU MAY WITHHOLD A PERCENTAGE OF YOUR CONTRACT.

You may withhold a contractually defined percentage of your construction contract as retainage for a stated period to provide protection to you and help ensure that your project will be completed as required by your contract.

YOUR PROPERTY MAY BE LIENED.

If a supplier of materials used in your construction project or an employee or subcontractor of your contractor or subcontractors is not paid, your property may be liened to force payment and you could pay twice for the same work.

FOR ADDITIONAL PROTECTION, YOU MAY REQUEST THE CONTRACTOR TO PROVIDE YOU WITH ORIGINAL "LIEN RELEASE" DOCUMENTS FROM EACH SUPPLIER OR SUBCONTRACTOR ON YOUR PROJECT.

The contractor is required to provide you with further information about lien release documents if you request it. General information is also available from the state Department of Labor and Industries.

### **38. NOTICE OF RIGHT TO CLAIM A LIEN**



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**NOTICE TO CLIENT IMPORTANT: READ THIS SECTION CAREFULLY. PROTECT YOURSELF FROM PAYING TWICE**

This Notice is intended for all Services provided by Chore-ology LLC to Client as described in the Estimate attached to this document. The Services are to be conducted at the client provided address listed in the Estimate.

**AT THE REQUEST OF: CLIENT**

**THIS IS NOT A LIEN:** This notice is sent to you to tell you who is providing professional services, materials, or equipment for the improvement of your property and to advise you of the rights of these persons and your responsibilities. Also take note that laborers on your project may claim a lien without sending you notice.

**OWNER/OCCUPIER OF EXISTING RESIDENTIAL PROPERTY**

Under Washington law, those who furnish labor, professional services, materials, or equipment for the repair, remodel, or alteration of your owner-occupied principal residence and who are not paid, have a right to enforce their claim for payment against your property. This claim is known as a construction lien.

The law limits the amount that a lien claimant can claim against your property. Claims may only be made against that portion of the contract price you have not yet paid to your prime contractor as of the time this notice was given to you or three days after this notice was mailed to you. Review the back of this notice for more information and ways to avoid lien claims.

**COMMERCIAL AND/OR NEW RESIDENTIAL PROPERTY**

We have or will be providing professional services, materials, or equipment for the improvement of your commercial or new residential project. In the event you or your contractor fail to pay us, we may file a lien against your property. A lien may be claimed for all professional services, materials, or equipment furnished after a date that is sixty days before this notice was given to you or mailed to you, unless the improvement to your property is the construction of a new single-family residence, then ten days before this notice was given to you or mailed to you. For further contact regarding this notice please contact Chore-ology LLC either by telephone (206-380-5420) or in person at 2811 75th PI SE #203, Mercer Island, WA 98040. A description of all work, costs, and materials to be used can be found in the Estimate attached to this Agreement.

This notice is to inform you that we have or will provide professional services, materials, or equipment for the improvement of your property. We expect to be paid by the person who ordered our services, but if we are not paid, we have the right to enforce our claim by filing a construction lien against your property.

LEARN more about the lien laws and the meaning of this notice by discussing them with your contractor, suppliers, Department of Labor and Industries, the firm sending you this notice, your lender, or your attorney.

**COMMON METHODS TO AVOID CONSTRUCTION LIENS:** There are several methods available to protect your property from construction liens. The following are two of the more commonly used methods.

**DUAL PAYCHECKS (Joint Checks):** When paying your contractor for services or materials, you may make checks payable jointly to the contractor and the firms furnishing you this notice.

**LIEN RELEASES:** You may require your contractor to provide lien releases signed by all the suppliers and subcontractors from whom you have received this notice. If they cannot obtain lien releases because you have not paid them, you may use the dual payee check method to protect yourself.

**YOU SHOULD TAKE APPROPRIATE STEPS TO PROTECT YOUR PROPERTY FROM LIENS.**

**YOUR PRIME CONTRACTOR AND YOUR CONSTRUCTION LENDER ARE REQUIRED BY LAW TO GIVE YOU WRITTEN**





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INFORMATION ABOUT LIEN CLAIMS. IF YOU HAVE NOT RECEIVED IT, ASK THEM FOR IT.

### 39. Renovate Right Lead Paint Disclosure

IT'S THE LAW! Federal law requires contractors that disturb painted surfaces in homes, childcare facilities and schools built before 1978 to be certified and follow specific work practices to prevent lead contamination. Always ask to see your contractor's certification. Federal law requires that individuals receive certain information before renovating more than six square feet of painted surfaces in a room for interior projects or more than twenty square feet of painted surfaces for exterior projects or window replacement or demolition in housing, childcare facilities and schools built before 1978. • Homeowners and tenants: renovators must give you this pamphlet before starting work. • Childcare facilities, including preschools and kindergarten classrooms, and the families of children under six years of age that attend those facilities: renovators must provide a copy of this pamphlet to childcare facilities and general renovation information to families whose children attend those facilities.

By approving this estimate, I certify that I have received a copy of the lead hazard information pamphlet informing me of the potential risk of lead hazard exposure, as well as links to inform me of the potential risk of mold and asbestos exposure from renovation or repair activity which will need to be performed in or on my dwelling unit. I received the pamphlet and links before work began.

Lead #1: <https://www.cpsc.gov/s3fs-public/renovateright.pdf>

Lead #2: <https://www.cdc.gov/nceh/lead/docs/publications/nceh-prevent-childhood-lead-poisoning-508.pdf>

Mold: <https://www.epa.gov/sites/default/files/2016-10/documents/moldguide12.pdf>

Asbestos: [https://www.epa.gov/sites/default/files/2019-04/documents/asbestos\\_infographic\\_4.16.2019-01.pdf](https://www.epa.gov/sites/default/files/2019-04/documents/asbestos_infographic_4.16.2019-01.pdf)

Bio-hazards: Include biological agents and toxins infectious to humans, animals, wildlife, or plants such as parasites, viruses, bacteria, fungi, prions; and biologically-active materials such as toxins, allergens, and venoms. In addition to causing disease in living organisms, biohazards can cause significant damage to the environment.

### 40. Intellectual Property

All intellectual property rights, including copyrights, patents, patent disclosures and inventions (whether patentable or not), trademarks, service marks, trade secrets, know-how and other confidential information, trade dress, trade names, logos, corporate names, and domain names, together with all of the goodwill associated therewith, derivative works and all other rights (collectively, "Intellectual Property Rights") in and to all documents, work product, and other materials that are delivered to the Client under this Agreement or prepared by or on behalf of Service Provider while performing the Services, including any items identified as such in the Order Confirmation (collectively, the "Deliverables") [except for any Confidential Information of the Client or the Client's materials] shall be owned by Service Provider. Service Provider hereby grants the Client a license to use all Intellectual Property Rights free of additional charge and on a non-exclusive, worldwide, non-transferable, non-sublicensable, fully paid-up, royalty-free, and perpetual basis to the extent necessary to enable Customer to make reasonable use of the Deliverables and the Services. The Parties mutually agree and acknowledge that these terms are material to this agreement, the absence of which would have resulted in the Service Provider refusing to enter into this T&M Agreement.



#### **41. Confidential Information**

All non-public, confidential or proprietary information of Service Provider, including, but not limited to, trade secrets, technology, information pertaining to business operations and strategies, and information pertaining to customers, pricing, and marketing (collectively, "Confidential Information"), disclosed by Service Provider to Customer, whether disclosed orally or disclosed or accessed in written, electronic or other form or media, and whether or not marked, designated or otherwise identified as "confidential," in connection with the provision of the Services and this Agreement is confidential, and shall not be disclosed or copied by the Client without the prior written consent of the Service Provider. Confidential Information does not include information that is in the public domain, known to the Client at the time of disclosure or rightfully obtained by the Client on a non-confidential basis from a third party. The Client agrees to use the Confidential Information only to make use of the Services and Deliverables. The Service Provider shall be entitled to injunctive relief for any violation of this Section. The Parties mutually agree and acknowledge that these terms are material to this agreement, the absence of which would have resulted in the Service Provider refusing to enter into this T&M Agreement.

#### **42. Severability**

If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. The Parties mutually agree and acknowledge that these terms are material to this agreement, the absence of which would have resulted in the Service Provider refusing to enter into this T&M Agreement.

#### **43. Survival**

Provisions of these Terms, which by their nature should apply beyond their terms, will remain in force after any termination or expiration of this Agreement including, but not limited to, the following provisions: Confidentiality, Governing Law, Insurance, Submission to Jurisdiction, and Survival.

### **ADDITIONAL CONTRACTUAL TERMS & CONDITIONS FOR EMERGENCY SITUATIONS**

#### **44. Emergency Authorization**

Property Owner/Agent ("Client"), due to a bona fide emergency at the Service Address listed above ("Premises"), has, either directly, or indirectly through Owner's insurance company ("Insurer"), retained Chore-ology LLC ("Service Provider") to perform emergency services upon the Premises and to furnish the materials, equipment and labor necessary to protect and secure the Premises from further damage ("Services"). The Client hereby authorizes the Service Provider to immediately proceed with the Services appropriate to remedy the emergency existing on the Premises. By providing the Service Provider with this authorization, the Client agrees that the Service Provider shall determine at their sole discretion when a reasonable stopping point has been achieved in order to ensure that no further damage occurs to the Premises and to make full payment to the Service Provider for such Services pursuant to the terms set forth in this Agreement. Should reconstruction or repairs be requested, the Service Provider will furnish



the Client with an estimate with a labor rate determined based upon the need and scope of work. The Parties mutually agree and acknowledge that these terms are material to this agreement, the absence of which would have resulted in the Service Provider refusing to enter into this T&M Agreement.

#### **45. Services**

The Client acknowledges and agrees that due to the emergency nature of the Services and/or the review and approval of the Services required from the Client's insurer, the Service Provider may be incapable of providing the Client with an estimate of the Services to be performed upon the Premises at the time of execution of this Agreement, or with a statement of the materials to be used during, or specifications for, the Services or an approximate completion date for the Services. However, the Client understands and agrees that the Service Provider will provide the Client with a written description of the Services performed, including specifications and a list of materials used on the invoice. The Client further understands and agrees that the Service Provider's Services under this Agreement will, unless the Client and Service Provider agree otherwise, commence immediately. The Parties mutually agree and acknowledge that these terms are material to this agreement, the absence of which would have resulted in the Service Provider refusing to enter into this T&M Agreement.

#### **46. Unrelated Conditions/Work**

The Client acknowledges and agrees that the Service Provider is not responsible for addressing or correcting damage, conditions, or areas unrelated to the event that necessitated the emergency Services. The Parties mutually agree and acknowledge that these terms are material to this agreement, the absence of which would have resulted in the Service Provider refusing to enter into this T&M Agreement.

#### **47. Special, Fragile & Valuable Items**

The Client agrees to take full responsibility for special, fragile, or valuable items of personal property such as photos, computers, art, jewelry, cash, custom or irreplaceable items, medicine, and guns, and that the Service Provider shall not be liable for any disappearances or damage to any such items even if the Service Provider feels the need to move them while performing their duties. The Service Provider highly recommends that the Client take additional care to protect any such items as soon as possible, preferably prior to the start of work. The Parties mutually agree and acknowledge that these terms are material to this agreement, the absence of which would have resulted in the Service Provider refusing to enter into this T&M Agreement.

#### **48. Discarding Damaged or Contaminated Personal Property**

Due to the nature of certain emergency Services rendered by the Service Provider under this Agreement (water damage mitigation, toxic minerals clean-up, toxic metals clean-up, toxic chemicals clean-up, and bio-hazard clean-up), the Client understands and acknowledges the following:

- (a) oftentimes it is cost-prohibitive for the Service Provider to clean certain items of personal property and
- (b) that the Service Provider must exercise discretion in determining which items should be decontaminated and which items should be discarded.



The Client hereby authorizes the Service Provider to exercise such discretion and to salvage as much of the Contaminated Property as is reasonably possible. In exercising such discretion with respect to any particular item of personal property, the Service Provider shall consider, among other factors, the condition and value of such item and the cost to decontaminate the same. If the Client requests the Service Provider to dispose of any item of personal property that, in the Service Provider's judgment, is not contaminated, then the Client hereby authorizes the Service Provider to make any disposition of such item as the Service Provider may deem appropriate in the Service Provider's sole discretion, even if the Service Provider elects to retain such item for the Service Provider's own benefit. The Parties mutually agree and acknowledge that these terms are material to this agreement, the absence of which would have resulted in the Service Provider refusing to enter into this T&M Agreement.

#### **49. Destruction of Contaminated Property**

The Service Provider will make every reasonable effort to decontaminate the affected area noted in the scope of work with a minimum of destruction to the contaminated property. However, the Client understands and agrees that:

(a) In order to decontaminate certain painted surfaces, it may be necessary for the Service Provider to remove the paint and texture from such surfaces. Similarly, it may be necessary for the Service Provider to remove portions of walls, ceilings, baseboards, carpets, sub-flooring, woodwork, and other building materials to decontaminate such surfaces. If the Client so chooses, the Client may hire the Service Provider to repair such damage. The Service Provider understands and agrees that it may not be possible for the Service Provider to match the existing paint, paneling, woodworking, wallpaper, carpet, texture, trim, and other related building materials exactly. Likewise, the Service Provider shall use its best efforts to match existing building materials, as applicable, but the Client understands and agrees that exact matches may not be possible or financially viable.

(b) Most contaminated Soft Goods will have to be discarded or destroyed. The Service Provider does not guarantee or recommend restoration of soft goods such as leather, art, clothing, bedding, carpet etc.

(c) If the Client desires for the Service Provider to save, without the decontamination thereof, any particular item of contaminated property that the Service Provider otherwise would have discarded or destroyed, then the Client shall so indicate to the Service Provider in writing prior to the time that the Service Provider discards or destroys the item. The Service Provider shall set such item aside for the Client. It shall be the Client's sole responsibility to decontaminate such an item.

(d) If the Client desires for the Service Provider to attempt the decontamination and restoration of any particular item of personal property that the Service Provider otherwise would have discarded or destroyed, then the Client shall so indicate to the Service Provider in writing prior to the time that the Service Provider discards or destroys the item. The Service Provider shall attempt to decontaminate and restore such item, but the Service Provider does not warrant that such decontamination or restoration shall be successful, and the Client understands and agrees that the item may be permanently damaged. The Service Provider specifically disclaims any such warranty or guarantee for these items. Finally, regardless of the costs incurred by the Service Provider or the outcome achieved while attempting to decontaminate and restore such items, the Client shall be responsible for the costs incurred. The Parties mutually agree and acknowledge that these terms are material to this agreement, the absence of which would have resulted in the Service Provider refusing to enter into this T&M Agreement.



## 50. Environmental Conditions

The Client understands and agrees that certain amounts of mold, bacteria, and viruses may be considered normal to a specific indoor environment, and the Service Provider is not attempting to leave the property "sterile." Likewise, there may be porous or semi-porous affected materials, finishes or furnishings which cannot be disinfected properly according to the manufacturers of the disinfectants we use. In such cases, the Service Provider will clean and sanitize. The Client further understands and agrees that the presence of certain types microorganisms in indoor environments may cause illness and/or secondary damage to the property, and that the use of certain chemicals may reduce this risk. The Client hereby acknowledges that the Service Provider has advised the Client of the importance of ventilation and the hazards associated with chemicals used during emergency service. The Client further acknowledges that the Service Provider has made available an SDS and information sheets regarding chemicals used. Infants, the elderly, and individuals with chemical sensitivities or respiratory problems may be particularly sensitive to certain types of microorganisms or disinfecting chemicals used during service. As such, the Client agrees to hold harmless the Service Provider for accidental exposure to mold spores and chemicals used to treat or disinfect. Further, the Client understands that any work performed by the Service Provider does not guarantee that mold or bacteria will not regrow in the renovated area if it is exposed to water after the completion of Services. Any remediation agreed to and performed by the Service Provider only guarantees the renovated area to be free of remediated contaminants at the point of Service completion. The Parties mutually agree and acknowledge that these terms are material to this agreement, the absence of which would have resulted in the Service Provider refusing to enter into this T&M Agreement.

## 51. Information Needed

The Client shall provide the Service Provider with all available information regarding known relevant or potentially relevant facts about the history of all structures erected upon, and the conditions present in and around, the Property. The Client is responsible for advising the Service Provider of the known existence of hazardous substances (Including chemicals, lead, asbestos, etc.) or areas of possible danger. If, while delivering emergency services, the Service Provider requires a decision or feedback to be rendered by the Client to continue delivering the Services, the Client agrees to respond to such inquiry as quickly as possible. Any stoppage of work required due to delayed response(s) from the Client may result in increased cost or property damage. Damage caused or made worse due to delayed response(s) by the Client shall not be charged or levied upon the Service Provider for any reason. If the emergency situation requires or falls under any overarching requirements that may influence the Services rendered, the Client is responsible for procuring and notifying the Service Provider of such requirements. Examples of such requirements include, but are not limited to, Homeowner's Association and Condo Association Covenants, Conditions, and Restrictions that may affect the services being provided. The Parties mutually agree and acknowledge that these terms are material to this agreement, the absence of which would have resulted in the Service Provider refusing to enter into this T&M Agreement.

## 52. Access and Security

The Client agrees to provide access to the property for the Service Provider's employees, agents, subcontractors, and their vehicles and equipment as required to properly perform the Services and, where applicable, to manage the service process 24 hours a day, 7 days a week until complete. The Client will provide areas on Premises for the secure



storage of equipment, materials, and debris and shall be held responsible for any equipment that comes up missing or is vandalized while inside and/or on their Premises whether secured or not. Should tools or materials disappear from the owner's property, the owner will be charged for the cost of replacement according to section "21. Tools, Equipment & Material Replacement". The Client will provide all water, electricity, toilet, wash basin and other utilities necessary for the Service Provider to perform the Services. Where onsite utilities are insufficient to effectively perform the Services, the Service Provider shall procure the necessary services and charge the Client for the additional costs. The Client will take all reasonable steps necessary to secure all structures and tools on the property from unauthorized access. The Parties mutually agree and acknowledge that these terms are material to this agreement, the absence of which would have resulted in the Service Provider refusing to enter into this T&M Agreement.

### **53. Billing**

The Client has been informed, and agrees, that:

- (a) The Client is personally responsible for any and all deductible(s), depreciation, work or Services and/or charges not paid by insurance;
- (b) The Service Provider's invoices that are not paid by insurance are due from the Client Net-0/COD after Service completion or termination;
- (c) The Client hereby authorizes and directs the responsible insurance company to make payment directly to the Service Provider for the Services; and
- (d) if the Client's insurance company pays proceeds for the Services directly to the Client as the insured, the Client will hold those funds in trust and immediately forward those insurance proceeds in their entirety to the Service Provider. Interest at the highest rate allowed under law will be charged on any unpaid balance starting 24 hours after the date of invoice. The Client agrees to pay all collection costs, collection agency commissions, attorneys' fees, expert fees, court costs, mediation/arbitration costs and Service Provider labor, postage, fuel and fees incurred by the Service Provider to collect past due balances. This attorneys' fees provision is expressly limited to actions on this Agreement and shall not be interpreted or construed to apply to any other claims. Please make checks payable to Chore-ology C/O Mathew and Anastasia Woolsey and addressed to 2811 75th Pl SE #203, Mercer Island, WA 98040. If a check sent from the Client is returned due to Non-Sufficient Funds, the Service Provider shall charge the Client a Non-Sufficient Funds Fee as noted in the Fee Schedule. The Parties mutually agree and acknowledge that these terms are material to this agreement, the absence of which would have resulted in the Service Provider refusing to enter into this T&M Agreement.

### **54. Limit of Liability.**

In no event will the Service Provider be held liable for any lost revenues, lost profits, missed opportunities, or for any special, indirect, consequential, incidental, or punitive damages, however caused, arising out of the Services or other dispute regarding the terms of this Agreement or attached Schedules or because of either party terminating this Agreement. In the event the Service Provider is found to be in breach of this Agreement or otherwise negligent in the performance of the Service Provider's responsibilities provided for herein, the Client agrees to limit the Service Provider's total aggregate liability of all claims, losses, costs, damages of any nature whatsoever whether arising from said breach of contract, negligence, or other common law or statutory theory of recovery, or claims expenses from any cause or causes, including attorney's fees and costs and expert witness fees and costs to the total fees actually paid to



Service Provider for the Services rendered on the specific Estimate for which the breach was attributed. The Parties mutually agree and acknowledge that these terms are material to this agreement, the absence of which would have resulted in the Service Provider refusing to enter into this T&M Agreement. Additionally, the Client agrees to indemnify the Service Provider from any and all damages, claims or actions that arise from:

- (a) Conditions that pre-existed the specific loss or event the Service Provider was hired to address.
- (b) The premature removal of equipment or termination of Services against the Service Provider's recommendations.
- (c) Any refusal to allow the Service Provider to perform any Services or procedures the Service Provider recommends.
- (d) Any disappearances of personal property.

Problems that may occur in which Contractor will be released, indemnified, defended, and held harmless shall include, but not be limited to, mold, bacteria, structural damage, indoor air quality contamination, and environmental illnesses (including allergies, asthma, and alleged toxic effects). The Parties mutually agree and acknowledge that these terms are material to this agreement, the absence of which would have resulted in the Service Provider refusing to enter into this T&M Agreement.

## **55. Effect of Abnormal Water**

Water indoors is an abnormal condition and can cause or contribute to a number of problems. The damage and health implications increase the longer materials remain wet. There are at least four progressive stages of indoor water damage as follows:

1. Water migrates into areas not originally affected. Water spreads laterally into adjoining rooms, penetrates materials below and wicks up into porous materials above. It is best to evaluate all affected areas, not just areas with visible saturation.
2. Saturated materials begin swelling as they absorb moisture. In many situations drying and restoration will restore them, and in others the damage may be permanent. Rapid drying will help reduce the chance of permanent damage.
3. As water evaporates it causes an abnormal humidity condition. High humidity can damage some porous materials if allowed to continue. Humidity damage is most common when the indoor humidity exceeds 70% over time. It is best to reduce the indoor humidity quickly to help prevent humidity damage.
4. After water intrusion, mold and bacterial spores germinate and multiply. Given acceptable growth conditions, one organism can multiply to more than one billion organisms in less than 24 hours. Microorganisms can cause mold damage and degrade indoor air quality. Some microorganisms produce antigens and allergens which cause allergies while others can cause infections and toxic diseases.
5. Certain molds, whether toxic or non-toxic are considered to be a health hazard. Prior to our performance of any services, we recommend that you employ, at your expense, a qualified Certified Industrial Hygienist or an Indoor Environmental Specialist with a background in Mycology to determine the exact extent of the infestation of any mold. Once we have completed our services and if verification of results is necessary, we recommend that you employ a qualified Certified Industrial Hygienist to perform clearance testing. The cost for any testing is not included and any additional work that may be required to meet clearance will be at an additional charge.

The Parties mutually agree and acknowledge that these terms are material to this agreement, the absence of which would have resulted in the Service Provider refusing to enter into this T&M Agreement.



## 56. Mold Growth & Damage

I understand that several things can be done to reduce mold growth and damage to affected materials.

1. Water can be removed as quickly and as thoroughly as possible.
2. Antimicrobial agents can be applied to inhibit the growth of mold and other bio-contaminants.
3. Rapid air-movement can be introduced into areas and cavities to increase the rate of evaporation.
4. The relative humidity indoors can be reduced and then maintained between 25% and 45% Rh if possible.

## 57. Mold Inspection, Cleaning & Remediation

The Client acknowledges that the Service Provider is a generalist and not a Certified Industrial Hygienist or expert in any specific craft or trade, and it is the Client's intent to hire the Service Provider as a generalist to perform the specific mold related work. The Service Provider provides both visual and destructive/intrusive investigations to find mold. By hiring the Service Provider, the Client expressly approves of destructive testing to determine the presence of mold where it may reasonably be expected, or when performed in conjunction with a general assessment of the property. Please note that certain structural area(s) are considered inaccessible and/or impractical to inspect including but not limited to: the interiors of walls and inaccessible area(s) below; area(s) beneath wood floors over concrete; area(s) concealed by floor coverings; and area(s) to which there is no access without defacing or tearing out lumber, masonry, roofing or finished workmanship; structures; portions of the attic concealed or made inaccessible by insulation, belongings, equipment or ducting; portions of the attic or roof cavity concealed due to inadequate crawl space; area(s) of the attic or crawl space made inaccessible due to construction; interiors of enclosed boxed eaves; portions of the sub area(s) concealed or made inaccessible by ducting or insulation; enclosed bay windows; portions of the interior made inaccessible by furnishings; area(s) where locks prevent access; area(s) concealed by appliances; area(s) concealed by stored materials; and area(s) concealed by heavy vegetation. Note: There is no economically practical method to make these area(s) accessible. However, they may be subject to attack by mold organisms. No opinion is rendered concerning the conditions in these aforementioned or other inaccessible area(s).

Regarding mold remediation/cleaning; the Service Provider strives that any mold cleaned and remediated will be handled properly, professionally, and will not create a larger hazard for the occupants during removal, but instead will improve the indoor air environment. However, the Service Provider does not guarantee that all occurrences of mold throughout the property will be discovered, nor do they warrant that the property on the whole will be free from mold or mycotoxins after service is complete since mold can exist in other areas of the home not searched or that are inaccessible. Where the Service Provider or lab report recommends further action, including but not limited to consulting with a specialized expert(s), the Client will incur additional fees to do so or otherwise assume all risks associated with the failure to do so. The Service Provider does not provide exhaustive mold inspections. The fee charged to perform mold inspections is substantially less than that of a technically exhaustive Assessment performed by a Certified Industrial Hygienist or expert. When the Service Provider performs air clearance sampling after remediation, clearance is reached when the air samples collected indoors are quantitatively equal to or less than the outdoor air samples, and direct samples show no presence of mold. Scope of Visual Assessment/Exclusions.





## 58. Authorization To Use Antimicrobials Agents

The Client authorizes the Service Provider to treat all affected materials and their surrounding surfaces with a commercial antimicrobial agent at their discretion to inhibit the growth of microorganisms and mold during the drying process. I have or will receive oral or written information regarding the antimicrobial agents used if requested and agree to their use as part of the restoration process. I understand that it is beyond the expertise of the Company to determine if someone may be sensitive to its application and will hold the Company harmless for its use. Application of a disinfectant or deodorant does not imply a warranty of odor or bacterial control.

Disinfectant #1: <https://www.defend.com/wp-content/uploads/2015/06/Defend-UT-1000-SDS.pdf>

Disinfectant #2: <https://fosterproducts.com/wp-content/uploads/2017/01/Foster-40-80-Label.pdf>

Disinfectant #3: <https://www.fiberlock.com/wp-content/uploads/ShockWave-8310-8311-8310CA-SDS.pdf>

Disinfectant #4: <https://www.cvear.com/wp-content/uploads/2020/02/Virkon-SDS.pdf>

The Parties mutually agree and acknowledge that these terms are material to this agreement, the absence of which would have resulted in the Service Provider refusing to enter into this T&M Agreement.

## 59. Drying & Air Filtration Equipment

High velocity air movers (fans), heaters, dehumidifiers and air scrubbers may be installed to increase the rate of drying after a water loss. The Client agrees not to adjust, move, turn, lift, shut-off, block, box in, or disconnect power from any equipment that the Service Provider supplies except in the event of a fire or threat of fire. The Client agrees that they have been informed that the target humidity for the home/business is a stable 30%, and it may take several days to a week or longer to attain this condition depending upon site conditions. The Client agrees not to open windows, or to turn off or turn down the heat as this may retard the drying process. Furthermore, the Client agrees not to enter affected rooms, especially those where carpet is being dried. The Parties mutually agree and acknowledge that these terms are material to this agreement, the absence of which would have resulted in the Service Provider refusing to enter into this T&M Agreement.

## 60. Safety

If dehumidifiers, air movers, heaters or air scrubbers must be moved due to fire or the threat of fire, they must be shut off and unplugged as it may be hazardous to move these units while they are operating. Exposed tackless strip is a danger even when covered; The Client agrees to take care when walking near tackless strip. The floors may be slippery when wet; The Client agrees to take extreme care if walking on or from wet flooring materials. The Parties mutually agree and acknowledge that these terms are material to this agreement, the absence of which would have resulted in the Service Provider refusing to enter into this T&M Agreement.

## 61. Remediation of Residual Odors

The Client understands and agrees that there may be residual odors after all wastes have been removed from the



Premises and affected materials are disinfected and dried out. In order to eliminate all offensive and obnoxious odors from the Premises, it may be necessary for the Service Provider to perform certain additional Services, including:

- (a) Cleaning the HVAC system in the Premises, including all duct work.
- (b) Sealing painted surfaces in the Premises with a sealer.
- (c) Re-painting
- (d) Replacing carpeting and padding.
- (e) Washing, dry-cleaning, or steam-cleaning soft goods.
- (f) Having furniture professionally cleaned.
- (g) Ventilating the Premises.
- (h) Using ozone

This list is illustrative only and is not intended to be complete. Every incident presents special problems unique to such incidents, which must be handled on a case-by-case basis. Remediation of residual odors is often a slow process requiring multiple treatments and airings by the Service Provider. Each treatment will bring additional charges. The Parties mutually agree and acknowledge that these terms are material to this agreement, the absence of which would have resulted in the Service Provider refusing to enter into this T&M Agreement.

## **62. Psychological Odors**

The Client understands and agrees that they may experience psychological odors. By this is meant that some persons may always think that they smell offensive or obnoxious odors anytime they enter the Premises. It is a common human experience that memories of certain persons or places will trigger memories of certain smells associated with such a person or place. For example, memories of the smells of Christmas baking are sometimes triggered by the memory of a parent or grandparent. Likewise, memories of the smell of the ocean are sometimes triggered by memories of a beach house or fishing pier. There is nothing the Service Provider can do about this. Therefore, the Client agrees that the determination of whether all offensive or obnoxious odors have been eliminated from the Premises shall be made by the the Service Provider. The Parties mutually agree and acknowledge that these terms are material to this agreement, the absence of which would have resulted in the Service Provider refusing to enter into this T&M Agreement.

## **63. Other Hazardous Materials**

The Service Provider shall remediate only those hazardous materials that are included within the Estimate and scope of work. The Service Provider shall have no obligation to remove from the Premises or otherwise remediate any other hazardous material which may be located within the Premises, including, but not limited to, water, radon gas, asbestos, lead paint, household chemicals, mold and illegal substances. The Parties mutually agree and acknowledge that these terms are material to this agreement, the absence of which would have resulted in the Service Provider refusing to enter into this T&M Agreement.

## **64. Allergies**



The Client hereby warrants and represents unto the Service Provider that all individuals who may be,

1. Allergic or sensitive to the Wastes (mold, dusts), or
2. Allergic or sensitive to any of the chemicals used by the Service Provider in rendering the Services, or
3. That are immune compromised, or
4. That are under the age of 18 or over the age of 65
5. That are sensitive to extended periods of heat at or around 95 degrees fahrenheit.

have been evacuated from the Premises and the Client will not allow those individuals to return to the Premises until all Services have been completed. In the event the Client refuses to evacuate these individuals from the Premises until all Services have been completed, the Client agrees to hold the Service Provider harmless for any health affects claimed by those individuals. The Parties mutually agree and acknowledge that these terms are material to this agreement, the absence of which would have resulted in the Service Provider refusing to enter into this T&M Agreement.

#### **65. Assignment of Insurance Proceeds & Fiduciary Responsibility**

To the fullest extent permitted by law and any applicable policy of property insurance, the Client hereby assigns unto the Service Provider all proceeds ("Proceeds") payable under any such policy by reason of the Services rendered by the Service Provider under this Agreement. The Client shall prosecute diligently any claim for Proceeds. Furthermore, the Client shall cooperate fully with the Service Provider in any attempt by the Service Provider to obtain the Proceeds. The Client hereby orders, instructs, and directs any applicable insurer to pay the Proceeds directly to the Service Provider, naming the Service Provider as sole payee on any check, draft, or other item. If the applicable policy of insurance requires that any check, draft, or other item be payable to the order of the Client, then the Client hereby orders, instructs, and directs the insurer to name the Service Provider as a co-payee. If, despite this assignment, an insurer pays all or any portion of the Proceeds to the Client or to any person or entity under the care, custody, or control of the Client, then the Client or such other person or entity shall hold such Proceeds in trust for the benefit of the Service Provider. The Client shall immediately deliver the Proceeds to the Service Provider, or cause such a person or entity to do so, as the case may be. The Client assumes all of the fiduciary duties of a trustee for the benefit of the Service Provider with respect to such Proceeds, and shall be subject to criminal penalties for the misappropriation of any such Proceeds. The Client understands and agrees that the Client is personally responsible for any and all charges, costs and deductibles regardless of whether the charges are covered by the Client's insurance provider. The Parties mutually agree and acknowledge that these terms are material to this agreement, the absence of which would have resulted in the Service Provider refusing to enter into this T&M Agreement.

#### **66. Assignment of Agreement & Subcontracts**

The Service Provider may assign this Agreement to any person or entity. If, following any such assignment, the assignee shall expressly assume all of the Service Provider's duties and obligations hereunder, and then the Service Provider shall be relieved of any further obligation under this Agreement. The Service Provider may subcontract any of the Services to any person or entity. The Parties mutually agree and acknowledge that these terms are material to this agreement, the absence of which would have resulted in the Service Provider refusing to enter into this T&M Agreement.



### **67. Supply, Storage & Return of Door Keys**

The Client agrees to provide the Service Provider with a COPY of their door key to access their property for service which will be stored in a lockbox onsite. When the service is complete, the Service Provider will break the key and deposit it in a trash receptacle. The Client understands that it would be unreasonable to expect the Service Provider spend road time and fuel to meet with the Client to return a \$3 key. Therefore, the Client agrees to allow the Service Provider to throw the key away when finished and to hold the the Service Provider harmless for the cost of obtaining a new key. The Service Provider encourages the Client to provide a COPY of their door keys and not the original. Where the Client chooses to provide the original key, and then subsequently requires the Service Provider to return it, the Service Provider will mail the key. In the event of loss via mail service, the Client agrees to hold the Service Provider harmless.

### **68. Lead Paint Inspections, Sampling & Repair**

When RRP inspections, or sampling is performed, it will be done in connection with and explicitly for a given scope of work. The devices that are used to take samples are EPA-recognized lead test kits and/or methods. Any sampling using the EPA-recognized lead test methods will only identify the absence of lead based paint in the proposed renovation/demolition area(s) and is not considered a representation as to the amount of lead present in the paint overall, if lead is present in/on other items, or present elsewhere in the Property. Furthermore, dust wipe Sampling is not covered under this Agreement by us if required for HUD's LSHR clearance. When sampling the Service Provider must be able to test all the layers of the painted surface(s) where renovations will occur. This will be done by either; cutting across and thru a small area of the painted surface then using a lead swab stick over that area to determine if there is the potential for lead, or by removing a small paint chip and bringing it to an accredited lab to determine if there is lead in the sample. The sampling is destructive in nature and the Client expressly authorizes the destructive sampling and testing of materials planned for demolition. Please note that we are not experts in lead-based paint Assessments, risk Assessment or abatement. As such, this is not a guarantee that lead concern(s) do not or will not exist in, on or around the property; the results of any sampling are indicative only of the probability of lead-based paint in the renovated area(s). If the Service Provider recommends further action, including but not limited to consultation with an IEP, a lead-based paint Assessor, lead risk Assessor, or lead abatement contractor, the Client will incur additional expenses for this service. If the Client rejects the recommendation and use of an IEP, the Client shall assume all risks associated with the limitation. Any work that the Service Provider performs shall not be considered technically exhaustive, nor shall it be considered lead abatement.

When Chore-ology performs RRP lead paint repairs, or renovates areas that are believed to contain lead based paint or coatings, the Service Provider agrees:

1. To comply with all applicable laws and regulations, including the proper containment and disposal of hazardous waste.
2. To substantially follow the recommendations of the IICRC S500 where the scope of work includes water damage mitigation.



## 69. Mold Inspections, Sampling & Remediation

When mold inspections, or sampling is performed, it will be done in connection with and explicitly for a given scope of work. The devices that are used to take samples are common and industry recognized test kits, tools and/or methods. Any sampling performed will only identify the presence of mold, and possibly the concentration of specific Genera of molds in the proposed remediation area(s) compared to the existing exterior conditions, and may not be considered a representation of the amount of mold present in the entire property. When sampling the Service Provider may need to test within wall cavities where renovations will occur. This will be done by either; cutting across and thru a small area of the wall or floor assembly and using air sampling methods in that area to determine if there is mold present, or by taking tape lift samples to an accredited lab to determine if there is mold in the sample. The sampling may be destructive in nature and the Client expressly authorizes the destructive sampling and testing of materials planned for demolition. Please note that our inspections are limited in nature and are not a guarantee that mold concern(s) do not or will not exist in, on or around other areas of the property; the results of any sampling are indicative only of the areas tested using specific methods. If the Service Provider recommends further action, including but not limited to consultation with an IEP, the Client will incur additional expenses for this service. If the Client rejects the recommendation and use of an IEP, the Client shall assume all risks associated with the limitation. Because Mold is not yet a regulated substance in this state, and because the Service Provider has the requisite training and certifications to perform their own testing, the Client agrees that the Service Provider may perform their own Initial, PRE and PRV inspections, and that the Client shall hold the results from those inspections as final. Any work that the Service Provider performs shall not be considered technically exhaustive, nor shall it be considered mold abatement.

When Chore-ology performs Mold remediation, or renovates areas that are believed to contain mold, the Service Provider agrees:

1. To comply with all applicable laws and regulations, including the proper containment and disposal of hazardous waste where applicable.
2. To substantially follow the recommendations of the IICRC S500 & S520 where the scope of work includes mold remediation.

## 70. Audio & Visual Recording

The Client hereby authorizes the Service Provider to record and share all telephone conversations between the Client and the Service Provider to any party regardless of whether a periodic tone signal is used. The Client also consents to the use of such recordings in any forum in connection with resolving disputes, including to collect debts. The Service Provider and its affiliates may also at their discretion utilize a telephone recording system to place orders on behalf of the Customer. The Client also consents to the Service Provider's reasonable use of video, with or without audio to record project progress and for any other lawful purpose.

## MULTI-SERVICE FEE SCHEDULE

**EMERGENCY SERVICES LABOR RATE** - \$200/hr. per technician plus overhead, fees, receipts, truck stock, waste disposal



and rental charges for specialty equipment as noted below. Specifically regarding emergency labor, the clock starts running from the moment the contract is signed, or the responding technician leaves their house each day, until the company vehicle has arrived back home each day. The number of technicians that respond to an emergency may vary and the decision as to how many technicians are needed shall be determined solely by Chore-ology. Emergency rates shall apply according to the following criteria:

- 1) When a serious, unexpected, or dangerous situation occurs requiring immediate or rapid action by our team to limit loss or to minimize and control the hazardous condition.
- 2) When our team is called away from a job in progress, or we are asked to reschedule existing clients to accommodate an urgent need for service, or when we are asked to respond after regular business hours.
- 3) When there is uncontrolled movement of water or water vapor into areas of a building where it is unwanted and undesirable, and which leads to the immediate or urgent need for water damage mitigation.
- 4) When fungal, biological, chemical or mineral hazards are present and causing allergic reactions, ill health effects, psychological trauma, or threaten to damage to the environment or private property and requires immediate or urgent remediation.

**NON-EMERGENCY ENVIRONMENTAL & BIO-HAZARD LABOR RATE** - \$100/hr. per technician plus overhead, fees, receipts, truck stock, waste disposal and rental charges for specialty equipment as noted below. The number of technicians that respond may vary and the decision as to how many technicians are needed shall be determined solely by Chore-ology.

**NON-EMERGENCY BUILDING ENVELOPE, REMODEL & RENOVATION LABOR RATE** - \$90/hr. per technician plus overhead, fees, receipts, truck stock, waste disposal and rental charges for specialty equipment as noted below. The number of technicians that respond may vary, and the decision as to how many technicians are needed shall be determined solely by Chore-ology.

**NON-EMERGENCY HANDYPERSON LABOR RATE** - \$65/hr to \$80/hr. per technician plus overhead, fees, receipts, truck stock, waste disposal and rental charges for specialty equipment as noted below. The number of technicians that respond may vary and the decision as to how many technicians are needed shall be determined solely by Chore-ology.

\*This labor rate specifically excludes any work performed due to water damage, environmental or bio-hazards, work performed on the building envelope, or any work that exceeds \$2,500 gross, or renovation and remodeling work.

**PREVAILING LABOR RATE** - On projects involving multiple classes of labor, the Service Provider will use their sole discretion and best judgement to determine how many hours shall apply under each class of labor.

Truck Stock (Variable pricing at technicians' discretion and based upon items used).

Receipts Except Waste Disposal (As incurred plus 25%)

Waste Disposal (As incurred multiplied by two)

Administrative Overhead Fee (\$40.00/day plus 9% of Total Technician Labor)

Vehicle Use & Overhead Fee (\$1.10/mile plus 9% of Total Technician Labor)



General Tool Share & Overhead (\$15.00/day plus 7% of Total Technician Labor)

\*\*Excludes cost to operate specialty rental equipment listed below which Chore-ology owns. Use of this specialty equipment will incur additional charges.

Air Mover - (\$25/day/ea)

Air Scrubber - (\$80/day/ea)

Dehumidifiers - (\$180/day/ea)

Power Distribution Box & Cord - (\$100/day/ea)

Power Pole - (\$0.25 per square foot per day of surface area covered.)

System Scaffold - (\$0.25 per cubic foot per day)

Single Component Urethane Crack Injection Pump - (\$800/day/ea)

Dual Component Crack Injection Pump - (\$1400/day/ea)

Full Size Portable Carpet Cleaner - (\$200/day/ea)

Handheld Portable Carpet Cleaner - (\$100/day/ea)

Portable Carpet Extractor - (\$200/day/ea)

1/8" Hydro Jet - (\$200/day up to 50 ft in length)

3/16" Hydro Jet - (\$250/day up to 75 ft in length)

1/4" Hydro Jet - (\$300/day up to 100 ft in length)

Electric Pressure Washer - (\$50/day/ea)

3300 psi 2.5 gpm Gas Pressure Washer - (\$80/day/ea)

4400 psi 4 gpm Gas Pressure Washer - (\$100/day/ea)

Viking Injection Heater - (\$100/day/ea)

The Cube Heater - (\$75/day/ea)

Firebird Compact Electric Space Heater (\$200/day/ea)

Electric Radiant Space Heater (\$250/day/ea)

Indirect or Direct Vent Fossil Fuel Space Heater (\$500/day/ea)

Tile Saw - (\$80/day/ea.)

Gas Generator (\$200/day/ea)

Concrete Chain Saw - (\$160/day/ea plus \$500 for the chain)

Concrete Mixer - (\$200/day/ea)

90 day Limited Warranty - (Included)

1yr. Limited Warranty - (10% of entire pre-tax invoice)

Remote Estimation - No Site Visit or Inspection (FREE)

On-site Inspection & Estimation (\$250)



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General Contracting Fee - (15% to 25% surcharge added to all subcontractor invoices.)

Scheduling Deposit - (50% of the estimated price of service or 100% of the estimated cost of materials.)

Liquidated Damages - (Varies. See service agreement)

Late Payment/In-House Finance Charge - (Highest permitted finance charge compounded on the unpaid balance retroactive from day 1 until paid in-full)

NSF Fee (\$150/per occurrence)

\*\*Rates and Fees listed above are subject to retail sales tax.

**I HAVE READ, UNDERSTAND AND AGREE TO ALL CONTRACTUAL TERMS AND CONDITIONS, AND I HAVE AUTHORIZED BY AFFIXING MY SIGNATURE ON THE ESTIMATE FOR THE SERVICE PROVIDER TO PERFORM EMERGENCY OR NON-EMERGENCY SERVICES AS DEFINED IN THE ESTIMATE. I AM THE OWNER OF THE LAND AND STRUCTURE, OR I AM AN AGENT OR INSURER DULY AUTHORIZED TO ENTER INTO THIS AGREEMENT ON BEHALF OF THE OWNER. I UNDERSTAND THAT THE OWNER IS PERSONALLY RESPONSIBLE FOR ANY AND ALL CHARGES, COSTS AND DEDUCTIBLES FOR THE SERVICES NOT COVERED BY INSURANCE. AS OWNER OR AGENT DULY AUTHORIZED, I AM AWARE OF AND IN AGREEMENT WITH THE AFOREMENTIONED.**



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**CAUTION CAUTION CAUTION CA**



1-800-424-LEAD (5323)

[epa.gov/getleadsafe](http://epa.gov/getleadsafe)

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This document may be purchased through the **U.S. Government Printing Office** online at [bookstore.gpo.gov](http://bookstore.gpo.gov) or by phone (toll-free): **1-866-512-1800**.

# THE LEAD-SAFE CERTIFIED GUIDE TO RENOVATE RIGHT

WARNING  
WORK AREA  
POISON  
NO SMOKING  
OR EATING

CAUTION CAUTION CAUTION CAUTION

Important lead hazard information for  
families, child care providers and schools.









# IT'S THE LAW!

Federal law requires contractors that disturb painted surfaces in homes, child care facilities and schools built before 1978 to be certified and follow specific work practices to prevent lead contamination. Always ask to see your contractor's certification.

Federal law requires that individuals receive certain information before renovating more than six square feet of painted surfaces in a room for interior projects or more than twenty square feet of painted surfaces for exterior projects or window replacement or demolition in housing, child care facilities and schools built before 1978.

- Homeowners and tenants: renovators must give you this pamphlet before starting work.
- Child care facilities, including preschools and kindergarten classrooms, and the families of children under six years of age that attend those facilities: renovators must provide a copy of this pamphlet to child care facilities and general renovation information to families whose children attend those facilities.



# WHO SHOULD READ THIS PAMPHLET?

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## This pamphlet is for you if you:

- Reside in a home built before 1978.
- Own or operate a child care facility, including preschools and kindergarten classrooms, built before 1978, or
- Have a child under six years of age who attends a child care facility built before 1978.

## You will learn:

- Basic facts about lead and your health.
- How to choose a contractor, if you are a property owner.
- What tenants, and parents/guardians of a child in a child care facility or school should consider.
- How to prepare for the renovation or repair job.
- What to look for during the job and after the job is done.
- Where to get more information about lead.

## This pamphlet is not for:

- **Abatement projects.** Abatement is a set of activities aimed specifically at eliminating lead or lead hazards. EPA has regulations for certification and training of abatement professionals. If your goal is to eliminate lead or lead hazards, contact the National Lead Information Center at **1-800-424-LEAD (5323)** for more information.
- **“Do-it-yourself”** projects. If you plan to do renovation work yourself, this document is a good start, but you will need more information to complete the work safely. Call the National Lead Information Center at **1-800-424-LEAD (5323)** and ask for more information on how to work safely in a home with lead-based paint.
- **Contractor education.** Contractors who want information about working safely with lead should contact the National Lead Information Center at **1-800-424-LEAD (5323)** for information about courses and resources on lead-safe work practices.





# RENOVATING, REPAIRING, OR PAINTING?

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- Is your home, your building, or the child care facility or school your children attend being renovated, repaired, or painted?
- Was your home, your building, or the child care facility or school where your children under six years of age attend built before 1978?

If the answer to these questions is YES, there are a few important things you need to know about lead-based paint.

This pamphlet provides basic facts about lead and information about lead safety when work is being done in your home, your building or the child care facility or school your children attend.

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## The Facts About Lead

- Lead can affect children's brains and developing nervous systems, causing reduced IQ, learning disabilities, and behavioral problems. Lead is also harmful to adults.
  - Lead in dust is the most common way people are exposed to lead. People can also get lead in their bodies from lead in soil or paint chips. Lead dust is often invisible.
  - Lead-based paint was used in more than 38 million homes until it was banned for residential use in 1978.
  - Projects that disturb painted surfaces can create dust and endanger you and your family. Don't let this happen to you. Follow the practices described in this pamphlet to protect you and your family.
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# LEAD AND YOUR HEALTH

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## Lead is especially dangerous to children under six years of age.

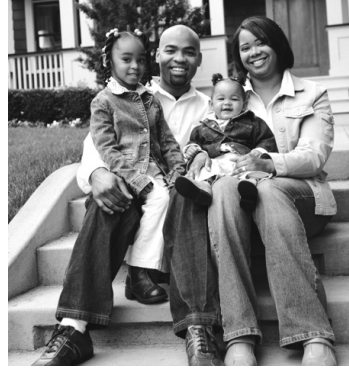
Lead can affect children's brains and developing nervous systems, causing:

- Reduced IQ and learning disabilities.
- Behavior problems.

## Even children who appear healthy can have dangerous levels of lead in their bodies.

Lead is also harmful to adults. In adults, low levels of lead can pose many dangers, including:

- High blood pressure and hypertension.
- Pregnant women exposed to lead can transfer lead to their fetuses. Lead gets into the body when it is swallowed or inhaled.
- People, especially children, can swallow lead dust as they eat, play, and do other normal hand-to-mouth activities.
- People may also breathe in lead dust or fumes if they disturb lead-based paint. People who sand, scrape, burn, brush, blast or otherwise disturb lead-based paint risk unsafe exposure to lead.



## What should I do if I am concerned about my family's exposure to lead?

- A blood test is the only way to find out if you or a family member already has lead poisoning. Call your doctor or local health department to arrange for a blood test.
- Call your local health department for advice on reducing and eliminating exposures to lead inside and outside your home, child care facility or school.
- Always use lead-safe work practices when renovation or repair will disturb painted surfaces.

For more information about the health effects of exposure to lead, visit the EPA lead website at [epa.gov/lead/pubs/leadinfo](http://epa.gov/lead/pubs/leadinfo) or call 1-800-424-LEAD (5323).

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## There are other things you can do to protect your family every day.

- Regularly clean floors, window sills, and other surfaces.
- Wash children's hands, bottles, pacifiers, and toys often.
- Make sure children eat a healthy, nutritious diet consistent with the USDA's dietary guidelines, that helps protect children from the effects of lead.
- Wipe off shoes before entering the house.

# WHERE DOES THE LEAD COME FROM?

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## **Dust is the main problem.**

The most common way to get lead in the body is from dust. Lead dust comes from deteriorating lead-based paint and lead-contaminated soil that gets tracked into your home. This dust may accumulate to unsafe levels. Then, normal hand to-mouth activities, like playing and eating (especially in young children), move that dust from surfaces like floors and window sills into the body.

## **Home renovation creates dust.**

Common renovation activities like sanding, cutting, and demolition can create hazardous lead dust and chips.

## **Proper work practices protect you from the dust.**

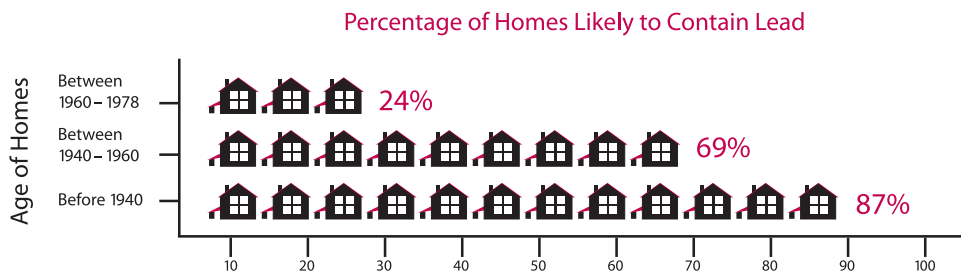
The key to protecting yourself and your family during a renovation, repair or painting job is to use lead-safe work practices such as containing dust inside the work area, using dust-minimizing work methods, and conducting a careful cleanup, as described in this pamphlet.

## **Other sources of lead.**

Remember, lead can also come from outside soil, your water, or household items (such as lead-glazed pottery and lead crystal). Contact the National Lead Information Center at 1-800-424-LEAD (5323) for more information on these sources.



# CHECKING YOUR HOME FOR LEAD-BASED PAINT



## Older homes, child care facilities, and schools are more likely to contain lead-based paint.

Homes may be single-family homes or apartments. They may be private, government-assisted, or public housing. Schools are preschools and kindergarten classrooms. They may be urban, suburban, or rural.

### You have the following options:

#### **You may decide to assume your home, child care facility, or school contains lead.**

Especially in older homes and buildings, you may simply want to assume lead-based paint is present and follow the lead-safe work practices described in this brochure during the renovation, repair, or painting job.

#### **You can hire a certified professional to check for lead-based paint.**

These professionals are certified risk assessors or inspectors, and can determine if your home has lead or lead hazards.

- A certified inspector or risk assessor can conduct an inspection telling you whether your home, or a portion of your home, has lead-based paint and where it is located. This will tell you the areas in your home where lead-safe work practices are needed.
- A certified risk assessor can conduct a risk assessment telling you if your home currently has any lead hazards from lead in paint, dust, or soil. The risk assessor can also tell you what actions to take to address any hazards.
- For help finding a certified risk assessor or inspector, call the National Lead Information Center at 1-800-424-LEAD (5323).

You may also have a certified renovator test the surfaces or components being disturbed for lead by using a lead test kit or by taking paint chip samples and sending them to an EPA-recognized testing laboratory. Test kits must be EPA-recognized and are available at hardware stores. They include detailed instructions for their use.

# FOR PROPERTY OWNERS

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## **You have the ultimate responsibility for the safety of your family, tenants, or children in your care.**

This means properly preparing for the renovation and keeping persons out of the work area (see p. 8). It also means ensuring the contractor uses lead-safe work practices.

Federal law requires that contractors performing renovation, repair and painting projects that disturb painted surfaces in homes, child care facilities, and schools built before 1978 be certified and follow specific work practices to prevent lead contamination.

### **Make sure your contractor is certified, and can explain clearly the details of the job and how the contractor will minimize lead hazards during the work.**

- You can verify that a contractor is certified by checking EPA's website at [epa.gov/getleadsafe](http://epa.gov/getleadsafe) or by calling the National Lead Information Center at **1-800-424-LEAD (5323)**. You can also ask to see a copy of the contractor's firm certification.
- Ask if the contractor is trained to perform lead-safe work practices and to see a copy of their training certificate.
- Ask them what lead-safe methods they will use to set up and perform the job in your home, child care facility or school.
- Ask for references from at least three recent jobs involving homes built before 1978, and speak to each personally.

### **Always make sure the contract is clear about how the work will be set up, performed, and cleaned.**

- Share the results of any previous lead tests with the contractor.
- You should specify in the contract that they follow the work practices described on pages 9 and 10 of this brochure.
- The contract should specify which parts of your home are part of the work area and specify which lead-safe work practices will be used in those areas. Remember, your contractor should confine dust and debris to the work area and should minimize spreading that dust to other areas of the home.
- The contract should also specify that the contractor will clean the work area, verify that it was cleaned adequately, and re-clean it if necessary.

## **If you think a worker is not doing what he is supposed to do or is doing something that is unsafe, you should:**

- Direct the contractor to comply with regulatory and contract requirements.
- Call your local health or building department, or
- Call EPA's hotline **1-800-424-LEAD (5323)**.

If your property receives housing assistance from HUD (or a state or local agency that uses HUD funds), you must follow the requirements of HUD's Lead-Safe Housing Rule and the ones described in this pamphlet.

# FOR TENANTS AND FAMILIES OF CHILDREN UNDER SIX YEARS OF AGE IN CHILD CARE FACILITIES AND SCHOOLS

## **You play an important role ensuring the ultimate safety of your family.**

This means properly preparing for the renovation and staying out of the work area (see p. 8).

Federal law requires that contractors performing renovation, repair and painting projects that disturb painted surfaces in homes built before 1978 and in child care facilities and schools built before 1978, that a child under six years of age visits regularly, to be certified and follow specific work practices to prevent lead contamination.

The law requires anyone hired to renovate, repair, or do painting preparation work on a property built before 1978 to follow the steps described on pages 9 and 10 unless the area where the work will be done contains no lead-based paint.



## **If you think a worker is not doing what he is supposed to do or is doing something that is unsafe, you should:**

- Contact your landlord.
- Call your local health or building department, or
- Call EPA's hotline **1-800-424-LEAD (5323)**.

If you are concerned about lead hazards left behind after the job is over, you can check the work yourself (see page 10).



# PREPARING FOR A RENOVATION

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## **The work areas should not be accessible to occupants while the work occurs.**

The rooms or areas where work is being done may need to be blocked off or sealed with plastic sheeting to contain any dust that is generated. Therefore, the contained area may not be available to you until the work in that room or area is complete, cleaned thoroughly, and the containment has been removed. Because you may not have access to some areas during the renovation, you should plan accordingly.

## **You may need:**

- Alternative bedroom, bathroom, and kitchen arrangements if work is occurring in those areas of your home.
- A safe place for pets because they too can be poisoned by lead and can track lead dust into other areas of the home.
- A separate pathway for the contractor from the work area to the outside in order to bring materials in and out of the home. Ideally, it should not be through the same entrance that your family uses.
- A place to store your furniture. All furniture and belongings may have to be moved from the work area while the work is being done. Items that can't be moved, such as cabinets, should be wrapped in plastic.
- To turn off forced-air heating and air conditioning systems while the work is being done. This prevents dust from spreading through vents from the work area to the rest of your home. Consider how this may affect your living arrangements.

**You may even want to move out of your home temporarily while all or part of the work is being done.**

**Child care facilities and schools may want to consider alternative accommodations for children and access to necessary facilities.**



# DURING THE WORK

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Federal law requires contractors that are hired to perform renovation, repair and painting projects in homes, child care facilities, and schools built before 1978 that disturb painted surfaces to be certified and follow specific work practices to prevent lead contamination.

The work practices the contractor must follow include these three simple procedures, described below:

**1. Contain the work area.** The area must be contained so that dust and debris do not escape from that area. Warning signs must be put up and plastic or other impermeable material and tape must be used as appropriate to:

- Cover the floors and any furniture that cannot be moved.
- Seal off doors and heating and cooling system vents.
- For exterior renovations, cover the ground and, in some instances, erect vertical containment or equivalent extra precautions in containing the work area.

These work practices will help prevent dust or debris from getting outside the work area.

**2. Avoid renovation methods that generate large amounts of lead-contaminated dust.**

Some methods generate so much lead-contaminated dust that their use is prohibited.

They are:

- Open flame burning or torching.
- Sanding, grinding, planing, needle gunning, or blasting with power tools and equipment not equipped with a shroud and HEPA vacuum attachment.
- Using a heat gun at temperatures greater than 1100°F.



There is no way to eliminate dust, but some renovation methods make less dust than others. Contractors may choose to use various methods to minimize dust generation, including using water to mist areas before sanding or scraping; scoring paint before separating components; and prying and pulling apart components instead of breaking them.

**3. Clean up thoroughly.** The work area should be cleaned up daily to keep it as clean as possible. When all the work is done, the area must be cleaned up using special cleaning methods before taking down any plastic that isolates the work area from the rest of the home. The special cleaning methods should include:

- Using a HEPA vacuum to clean up dust and debris on all surfaces, followed by
- Wet wiping and wet mopping with plenty of rinse water.

When the final cleaning is done, look around. There should be no dust, paint chips, or debris in the work area. If you see any dust, paint chips, or debris, the area must be re-cleaned.



## FOR PROPERTY OWNERS: AFTER THE WORK IS DONE

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When all the work is finished, you will want to know if your home, child care facility, or school where children under six attend has been cleaned up properly.

### **EPA Requires Cleaning Verification.**

In addition to using allowable work practices and working in a lead-safe manner, EPA's RRP rule requires contractors to follow a specific cleaning protocol. The protocol requires the contractor to use disposable cleaning cloths to wipe the floor and other surfaces of the work area and compare these cloths to an EPA-provided cleaning verification card to determine if the work area was adequately cleaned. EPA research has shown that following the use of lead-safe work practices with the cleaning verification protocol will effectively reduce lead-dust hazards.

### **Lead-Dust Testing.**

EPA believes that if you use a certified and trained renovation contractor who follows the LRRP rule by using lead-safe work practices and the cleaning protocol after the job is finished, lead-dust hazards will be effectively reduced. If, however, you are interested in having lead-dust testing done at the completion of your job, outlined below is some helpful information.

#### **What is a lead-dust test?**

- Lead-dust tests are wipe samples sent to a laboratory for analysis. You will get a report specifying the levels of lead found after your specific job.

#### **How and when should I ask my contractor about lead-dust testing?**

- Contractors are not required by EPA to conduct lead-dust testing. However, if you want testing, EPA recommends testing be conducted by a lead professional. To locate a lead professional who will perform an evaluation near you, visit EPA's website at [epa.gov/lead/pubs/locate](http://epa.gov/lead/pubs/locate) or contact the National Lead Information Center at **1-800-424-LEAD (5323)**.
- If you decide that you want lead-dust testing, it is a good idea to specify in your contract, before the start of the job, that a lead-dust test is to be done for your job and who will do the testing, as well as whether re-cleaning will be required based on the results of the test.
- You may do the testing yourself. If you choose to do the testing, some EPA-recognized lead laboratories will send you a kit that allows you to collect samples and send them back to the laboratory for analysis. Contact the National Lead Information Center for lists of EPA-recognized testing laboratories.



## FOR ADDITIONAL INFORMATION

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You may need additional information on how to protect yourself and your children while a job is going on in your home, your building, or child care facility.

The National Lead Information Center at **1-800-424-LEAD (5323)** or [epa.gov/lead/nlic](http://epa.gov/lead/nlic) can tell you how to contact your state, local, and/or tribal programs or get general information about lead poisoning prevention.

- State and tribal lead poisoning prevention or environmental protection programs can provide information about lead regulations and potential sources of financial aid for reducing lead hazards. If your state or local government has requirements more stringent than those described in this pamphlet, you must follow those requirements.
- Local building code officials can tell you the regulations that apply to the renovation work that you are planning.
- State, county, and local health departments can provide information about local programs, including assistance for lead-poisoned children and advice on ways to get your home checked for lead.



The National Lead Information Center can also provide a variety of resource materials, including the following guides to lead-safe work practices. Many of these materials are also available at [epa.gov/lead/pubs/brochure](http://epa.gov/lead/pubs/brochure)

- Steps to Lead Safe Renovation, Repair and Painting.
- Protect Your Family from Lead in Your Home
- Lead in Your Home: A Parent's Reference Guide



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For the hearing impaired, call the Federal Information Relay Service at 1-800-877-8339 to access any of the phone numbers in this brochure.

# EPA CONTACTS

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## EPA Regional Offices

EPA addresses residential lead hazards through several different regulations. EPA requires training and certification for conducting abatement and renovations, education about hazards associated with renovations, disclosure about known lead paint and lead hazards in housing, and sets lead-paint hazard standards.

Your Regional EPA Office can provide further information regarding lead safety and lead protection programs at [epa.gov/lead](https://www.epa.gov/lead).

### Region 1

(Connecticut, Massachusetts, Maine, New Hampshire, Rhode Island, Vermont)  
Regional Lead Contact  
U.S. EPA Region 1  
Suite 1100  
One Congress Street  
Boston, MA 02114-2023  
(888) 372-7341

### Region 2

(New Jersey, New York, Puerto Rico, Virgin Islands)  
Regional Lead Contact  
U.S. EPA Region 2  
2890 Woodbridge Avenue  
Building 205, Mail Stop 225  
Edison, NJ 08837-3679  
(732) 321-6671

### Region 3

(Delaware, Maryland, Pennsylvania, Virginia, Washington, DC, West Virginia)  
Regional Lead Contact  
U.S. EPA Region 3  
1650 Arch Street  
Philadelphia, PA 19103-2029  
(215) 814-5000

### Region 4

(Alabama, Florida, Georgia, Kentucky, Mississippi, North Carolina, South Carolina, Tennessee)  
Regional Lead Contact  
U.S. EPA Region 4  
61 Forsyth Street, SW  
Atlanta, GA 30303-8960  
(404) 562-9900

### Region 5

(Illinois, Indiana, Michigan, Minnesota, Ohio, Wisconsin)  
Regional Lead Contact  
U.S. EPA Region 5  
77 West Jackson Boulevard  
Chicago, IL 60604-3507  
(312) 886-6003

### Region 6

(Arkansas, Louisiana, New Mexico, Oklahoma, Texas)  
Regional Lead Contact  
U.S. EPA Region 6  
1445 Ross Avenue,  
12th Floor  
Dallas, TX 75202-2733  
(214) 665-7577

### Region 7

(Iowa, Kansas, Missouri, Nebraska)  
Regional Lead Contact  
U.S. EPA Region 7  
901 N. 5th Street  
Kansas City, KS 66101  
(913) 551-7003

### Region 8

(Colorado, Montana, North Dakota, South Dakota, Utah, Wyoming)  
Regional Lead Contact  
U.S. EPA Region 8  
1595 Wynkoop Street  
Denver, CO 80202  
(303) 312-6312

### Region 9

(Arizona, California, Hawaii, Nevada)  
Regional Lead Contact  
U.S. Region 9  
75 Hawthorne Street  
San Francisco, CA 94105  
(415) 947-8021

### Region 10

(Alaska, Idaho, Oregon, Washington)  
Regional Lead Contact  
U.S. EPA Region 10  
1200 Sixth Avenue  
Seattle, WA 98101-1128  
(206) 553-1200

## OTHER FEDERAL AGENCIES

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### CPSC

The Consumer Product Safety Commission (CPSC) protects the public from the unreasonable risk of injury or death from 15,000 types of consumer products under the agency's jurisdiction. CPSC warns the public and private sectors to reduce exposure to lead and increase consumer awareness. Contact CPSC for further information regarding regulations and consumer product safety.

### CPSC

4330 East West Highway  
Bethesda, MD 20814  
Hotline 1-(800) 638-2772  
[cpsc.gov](http://cpsc.gov)

### CDC Childhood Lead Poisoning Prevention Branch

The Centers for Disease Control and Prevention (CDC) assists state and local childhood lead poisoning prevention programs to provide a scientific basis for policy decisions, and to ensure that health issues are addressed in decisions about housing and the environment. Contact CDC Childhood Lead Poisoning Prevention Program for additional materials and links on the topic of lead.

### CDC Childhood Lead Poisoning Prevention Branch

4770 Buford Highway, MS F-40  
Atlanta, GA 30341  
(770) 488-3300  
[cdc.gov/nceh/lead](http://cdc.gov/nceh/lead)

### HUD Office of Healthy Homes and Lead Hazard Control

The Department of Housing and Urban Development (HUD) provides funds to state and local governments to develop cost-effective ways to reduce lead-based paint hazards in America's privately-owned low-income housing. In addition, the office enforces the rule on disclosure of known lead paint and lead hazards in housing, and HUD's lead safety regulations in HUD-assisted housing, provides public outreach and technical assistance, and conducts technical studies to help protect children and their families from health and safety hazards in the home. Contact the HUD Office of Healthy Homes and Lead Hazard Control for information on lead regulations, outreach efforts, and lead hazard control research and outreach grant programs.

### U.S. Department of Housing and Urban Development

Office of Healthy Homes and Lead Hazard Control  
451 Seventh Street, SW, Room 8236  
Washington, DC 20410-3000  
HUD's Lead Regulations Hotline  
(202) 402-7698  
[hud.gov/offices/lead/](http://hud.gov/offices/lead/)



# SAMPLE PRE-RENOVATION FORM

This sample form may be used by renovation firms to document compliance with the Federal pre-renovation education and renovation, repair, and painting regulations.

## Occupant Confirmation

Pamphlet Receipt

- I have received a copy of the lead hazard information pamphlet informing me of the potential risk of the lead hazard exposure from renovation activity to be performed in my dwelling unit. I received this pamphlet before the work began.

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Printed Name of Owner-occupant

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Signature of Owner-occupant

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Signature Date

## Renovator's Self Certification Option (for tenant-occupied dwellings only)

Instructions to Renovator: If the lead hazard information pamphlet was delivered but a tenant signature was not obtainable, you may check the appropriate box below.

- Declined** – I certify that I have made a good faith effort to deliver the lead hazard information pamphlet to the rental dwelling unit listed below at the date and time indicated and that the occupant declined to sign the confirmation of receipt. I further certify that I have left a copy of the pamphlet at the unit with the occupant.
- Unavailable for signature** – I certify that I have made a good faith effort to deliver the lead hazard information pamphlet to the rental dwelling unit listed below and that the occupant was unavailable to sign the confirmation of receipt. I further certify that I have left a copy of the pamphlet at the unit by sliding it under the door or by (fill in how pamphlet was left).

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Printed Name of Person Certifying Delivery

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Attempted Delivery Date

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Signature of Person Certifying Lead Pamphlet Delivery

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Unit Address

**Note Regarding Mailing Option** — As an alternative to delivery in person, you may mail the lead hazard information pamphlet to the owner and/or tenant. Pamphlet must be mailed at least seven days before renovation. Mailing must be documented by a certificate of mailing from the post office.







# IMPORTANT!

## Lead From Paint, Dust, and Soil in and Around Your Home Can Be Dangerous if Not Managed Properly

- Children under 6 years old are most at risk for lead poisoning in your home.
- Lead exposure can harm young children and babies even before they are born.
- Homes, schools, and child care facilities built before 1978 are likely to contain lead-based paint.
- Even children who seem healthy may have dangerous levels of lead in their bodies.
- Disturbing surfaces with lead-based paint or removing lead-based paint improperly can increase the danger to your family.
- People can get lead into their bodies by breathing or swallowing lead dust, or by eating soil or paint chips containing lead.
- People have many options for reducing lead hazards. Generally, lead-based paint that is in good condition is not a hazard (see page 10).



# Protect Your Family From Lead in Your Home



## Are You Planning to Buy or Rent a Home Built Before 1978?

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Did you know that many homes built before 1978 have **lead-based paint**? Lead from paint, chips, and dust can pose serious health hazards.

### Read this entire brochure to learn:

- How lead gets into the body
- How lead affects health
- What you can do to protect your family
- Where to go for more information

### Before renting or buying a pre-1978 home or apartment, federal law requires:

- Sellers must disclose known information on lead-based paint or lead-based paint hazards before selling a house.
- Real estate sales contracts must include a specific warning statement about lead-based paint. Buyers have up to 10 days to check for lead.
- Landlords must disclose known information on lead-based paint or lead-based paint hazards before leases take effect. Leases must include a specific warning statement about lead-based paint.

### If undertaking renovations, repairs, or painting (RRP) projects in your pre-1978 home or apartment:

- Read EPA's pamphlet, *The Lead-Safe Certified Guide to Renovate Right*, to learn about the lead-safe work practices that contractors are required to follow when working in your home (see page 12).



## Consumer Product Safety Commission (CPSC)

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The CPSC protects the public against unreasonable risk of injury from consumer products through education, safety standards activities, and enforcement. Contact CPSC for further information regarding consumer product safety and regulations.

### CPSC

4330 East West Highway  
Bethesda, MD 20814-4421  
1-800-638-2772

[cpsc.gov](http://cpsc.gov) or [saferproducts.gov](http://saferproducts.gov)

## U. S. Department of Housing and Urban Development (HUD)

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HUD's mission is to create strong, sustainable, inclusive communities and quality affordable homes for all. Contact to Office of Lead Hazard Control and Healthy Homes for further information regarding the Lead Safe Housing Rule, which protects families in pre-1978 assisted housing, and for the lead hazard control and research grant programs.

### HUD

451 Seventh Street, SW, Room 8236  
Washington, DC 20410-3000  
(202) 402-7698

[hud.gov/lead](http://hud.gov/lead)

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U. S. EPA Washington DC 20460  
U. S. CPSC Bethesda MD 20814  
U. S. HUD Washington DC 20410

EPA-747-K-12-001  
March 2021

## U. S. Environmental Protection Agency (EPA) Regional Offices

The mission of EPA is to protect human health and the environment. Your Regional EPA Office can provide further information regarding regulations and lead protection programs.

**Region 1** (Connecticut, Massachusetts, Maine, New Hampshire, Rhode Island, Vermont)

Regional Lead Contact  
U.S. EPA Region 1  
5 Post Office Square, Suite 100, OES 05-4  
Boston, MA 02109-3912  
(888) 372-7341

**Region 2** (New Jersey, New York, Puerto Rico, Virgin Islands)

Regional Lead Contact  
U.S. EPA Region 2  
2890 Woodbridge Avenue  
Building 205, Mail Stop 225  
Edison, NJ 08837-3679  
(732) 906-6809

**Region 3** (Delaware, Maryland, Pennsylvania, Virginia, DC, West Virginia)

Regional Lead Contact  
U.S. EPA Region 3  
1650 Arch Street  
Philadelphia, PA 19103  
(215) 814-2088

**Region 4** (Alabama, Florida, Georgia, Kentucky, Mississippi, North Carolina, South Carolina, Tennessee)

Regional Lead Contact  
U.S. EPA Region 4  
AFC Tower, 12th Floor, Air, Pesticides & Toxics  
61 Forsyth Street, SW  
Atlanta, GA 30303  
(404) 562-8998

**Region 5** (Illinois, Indiana, Michigan, Minnesota, Ohio, Wisconsin)

Regional Lead Contact  
U.S. EPA Region 5 (LL-17J)  
77 West Jackson Boulevard  
Chicago, IL 60604-3666  
(312) 353-3808

**Region 6** (Arkansas, Louisiana, New Mexico, Oklahoma, Texas, and 66 Tribes)

Regional Lead Contact  
U.S. EPA Region 6  
1445 Ross Avenue, 12th Floor  
Dallas, TX 75202-2733  
(214) 665-2704

**Region 7** (Iowa, Kansas, Missouri, Nebraska)

Regional Lead Contact  
U.S. EPA Region 7  
11201 Renner Blvd.  
Lenexa, KS 66219  
(800) 223-0425

**Region 8** (Colorado, Montana, North Dakota, South Dakota, Utah, Wyoming)

Regional Lead Contact  
U.S. EPA Region 8  
1595 Wynkoop St.  
Denver, CO 80202  
(303) 312-6966

**Region 9** (Arizona, California, Hawaii, Nevada)

Regional Lead Contact  
U.S. EPA Region 9 (CMD-4-2)  
75 Hawthorne Street  
San Francisco, CA 94105  
(415) 947-4280

**Region 10** (Alaska, Idaho, Oregon, Washington)

Regional Lead Contact  
U.S. EPA Region 10 (20-C04)  
Air and Toxics Enforcement Section  
1200 Sixth Avenue, Suite 155  
Seattle, WA 98101  
(206) 553-1200

## Simple Steps to Protect Your Family from Lead Hazards

### If you think your home has lead-based paint:

- Don't try to remove lead-based paint yourself.
- Always keep painted surfaces in good condition to minimize deterioration.
- Get your home checked for lead hazards. Find a certified inspector or risk assessor at [epa.gov/lead](https://www.epa.gov/lead).
- Talk to your landlord about fixing surfaces with peeling or chipping paint.
- Regularly clean floors, window sills, and other surfaces.
- Take precautions to avoid exposure to lead dust when remodeling.
- When renovating, repairing, or painting, hire only EPA- or state-approved Lead-Safe certified renovation firms.
- Before buying, renting, or renovating your home, have it checked for lead-based paint.
- Consult your health care provider about testing your children for lead. Your pediatrician can check for lead with a simple blood test.
- Wash children's hands, bottles, pacifiers, and toys often.
- Make sure children eat healthy, low-fat foods high in iron, calcium, and vitamin C.
- Remove shoes or wipe soil off shoes before entering your house.

## Lead Gets into the Body in Many Ways

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### Adults and children can get lead into their bodies if they:

- Breathe in lead dust (especially during activities such as renovations, repairs, or painting that disturb painted surfaces).
- Swallow lead dust that has settled on food, food preparation surfaces, and other places.
- Eat paint chips or soil that contains lead.

### Lead is especially dangerous to children under the age of 6.

- At this age, children's brains and nervous systems are more sensitive to the damaging effects of lead.
- Children's growing bodies absorb more lead.
- Babies and young children often put their hands and other objects in their mouths. These objects can have lead dust on them.



### Women of childbearing age should know that lead is dangerous to a developing fetus.

- Women with a high lead level in their system before or during pregnancy risk exposing the fetus to lead through the placenta during fetal development.

## For More Information

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### The National Lead Information Center

Learn how to protect children from lead poisoning and get other information about lead hazards on the Web at [epa.gov/lead](http://epa.gov/lead) and [hud.gov/lead](http://hud.gov/lead), or call **1-800-424-LEAD (5323)**.

### EPA's Safe Drinking Water Hotline

For information about lead in drinking water, call **1-800-426-4791**, or visit [epa.gov/safewater](http://epa.gov/safewater) for information about lead in drinking water.

### Consumer Product Safety Commission (CPSC) Hotline

For information on lead in toys and other consumer products, or to report an unsafe consumer product or a product-related injury, call **1-800-638-2772**, or visit CPSC's website at [cpsc.gov](http://cpsc.gov) or [saferproducts.gov](http://saferproducts.gov).

### State and Local Health and Environmental Agencies

Some states, tribes, and cities have their own rules related to lead-based paint. Check with your local agency to see which laws apply to you. Most agencies can also provide information on finding a lead abatement firm in your area, and on possible sources of financial aid for reducing lead hazards. Receive up-to-date address and phone information for your state or local contacts on the Web at [epa.gov/lead](http://epa.gov/lead), or contact the National Lead Information Center at **1-800-424-LEAD**.

Hearing- or speech-challenged individuals may access any of the phone numbers in this brochure through TTY by calling the toll-free Federal Relay Service at **1-800-877-8339**.

## Other Sources of Lead, continued

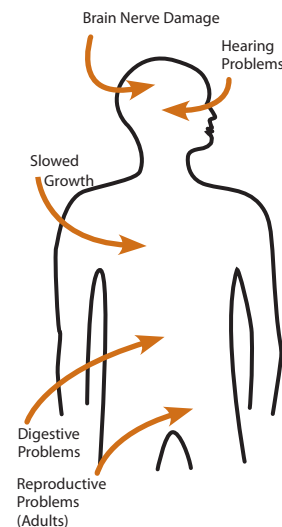
- **Lead smelters** or other industries that release lead into the air.
- **Your job.** If you work with lead, you could bring it home on your body or clothes. Shower and change clothes before coming home. Launder your work clothes separately from the rest of your family's clothes.
- **Hobbies** that use lead, such as making pottery or stained glass, or refinishing furniture. Call your local health department for information about hobbies that may use lead.
- Old **toys** and **furniture** may have been painted with lead-containing paint. Older toys and other children's products may have parts that contain lead.<sup>4</sup>
- Food and liquids cooked or stored in **lead crystal** or **lead-glazed pottery or porcelain** may contain lead.
- Folk remedies, such as "**greta**" and "**azarcon**," used to treat an upset stomach.

## Health Effects of Lead

**Lead affects the body in many ways.** It is important to know that even exposure to low levels of lead can severely harm children.

### In children, exposure to lead can cause:

- Nervous system and kidney damage
- Learning disabilities, attention-deficit disorder, and decreased intelligence
- Speech, language, and behavior problems
- Poor muscle coordination
- Decreased muscle and bone growth
- Hearing damage



While low-lead exposure is most common, exposure to high amounts of lead can have devastating effects on children, including seizures, unconsciousness, and in some cases, death.

Although children are especially susceptible to lead exposure, lead can be dangerous for adults, too.

### In adults, exposure to lead can cause:

- Harm to a developing fetus
- Increased chance of high blood pressure during pregnancy
- Fertility problems (in men and women)
- High blood pressure
- Digestive problems
- Nerve disorders
- Memory and concentration problems
- Muscle and joint pain

<sup>4</sup> In 1978, the federal government banned toys, other children's products, and furniture with lead-containing paint. In 2008, the federal government banned lead in most children's products. The federal government currently bans lead in excess of 100 ppm by weight in most children's products.

## Check Your Family for Lead

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**Get your children and home tested if you think your home has lead.**

Children's blood lead levels tend to increase rapidly from 6 to 12 months of age, and tend to peak at 18 to 24 months of age.

Consult your doctor for advice on testing your children. A simple blood test can detect lead. Blood lead tests are usually recommended for:

- Children at ages 1 and 2
- Children or other family members who have been exposed to high levels of lead
- Children who should be tested under your state or local health screening plan

**Your doctor can explain what the test results mean and if more testing will be needed.**

## Other Sources of Lead

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### Lead in Drinking Water

The most common sources of lead in drinking water are lead pipes, faucets, and fixtures.

Lead pipes are more likely to be found in older cities and homes built before 1986.

You can't smell or taste lead in drinking water.

To find out for certain if you have lead in drinking water, have your water tested.

Remember older homes with a private well can also have plumbing materials that contain lead.

### Important Steps You Can Take to Reduce Lead in Drinking Water

- Use only cold water for drinking, cooking and making baby formula. Remember, boiling water does not remove lead from water.
- Before drinking, flush your home's pipes by running the tap, taking a shower, doing laundry, or doing a load of dishes.
- Regularly clean your faucet's screen (also known as an aerator).
- If you use a filter certified to remove lead, don't forget to read the directions to learn when to change the cartridge. Using a filter after it has expired can make it less effective at removing lead.

Contact your water company to determine if the pipe that connects your home to the water main (called a service line) is made from lead. Your area's water company can also provide information about the lead levels in your system's drinking water.

For more information about lead in drinking water, please contact EPA's Safe Drinking Water Hotline at 1-800-426-4791. If you have other questions about lead poisoning prevention, call 1-800 424-LEAD.\*

Call your local health department or water company to find out about testing your water, or visit [epa.gov/safewater](https://www.epa.gov/safewater) for EPA's lead in drinking water information. Some states or utilities offer programs to pay for water testing for residents. Contact your state or local water company to learn more.

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\* Hearing- or speech-challenged individuals may access this number through TTY by calling the Federal Relay Service at 1-800-877-8339.

## Renovating, Repairing or Painting a Home with Lead-Based Paint

If you hire a contractor to conduct renovation, repair, or painting (RRP) projects in your pre-1978 home or childcare facility (such as pre-school and kindergarten), your contractor must:

- Be a Lead-Safe Certified firm approved by EPA or an EPA-authorized state program
- Use qualified trained individuals (Lead-Safe Certified renovators) who follow specific lead-safe work practices to prevent lead contamination
- Provide a copy of EPA's lead hazard information document, *The Lead-Safe Certified Guide to Renovate Right*



RRP contractors working in pre-1978 homes and childcare facilities must follow lead-safe work practices that:

- **Contain the work area.** The area must be contained so that dust and debris do not escape from the work area. Warning signs must be put up, and plastic or other impermeable material and tape must be used.
- **Avoid renovation methods that generate large amounts of lead-contaminated dust.** Some methods generate so much lead-contaminated dust that their use is prohibited. They are:
  - Open-flame burning or torching
  - Sanding, grinding, planing, needle gunning, or blasting with power tools and equipment not equipped with a shroud and HEPA vacuum attachment
  - Using a heat gun at temperatures greater than 1100°F
- **Clean up thoroughly.** The work area should be cleaned up daily. When all the work is done, the area must be cleaned up using special cleaning methods.
- **Dispose of waste properly.** Collect and seal waste in a heavy duty bag or sheeting. When transported, ensure that waste is contained to prevent release of dust and debris.

To learn more about EPA's requirements for RRP projects, visit [epa.gov/getleadsafe](https://www.epa.gov/getleadsafe), or read *The Lead-Safe Certified Guide to Renovate Right*.

## Where Lead-Based Paint Is Found

In general, the older your home or childcare facility, the more likely it has lead-based paint.<sup>1</sup>

**Many homes, including private, federally-assisted, federally-owned housing, and childcare facilities built before 1978 have lead-based paint.** In 1978, the federal government banned consumer uses of lead-containing paint.<sup>2</sup>

Learn how to determine if paint is lead-based paint on page 7.

**Lead can be found:**

- In homes and childcare facilities in the city, country, or suburbs,
- In private and public single-family homes and apartments,
- On surfaces inside and outside of the house, and
- In soil around a home. (Soil can pick up lead from exterior paint or other sources, such as past use of leaded gas in cars.)

Learn more about where lead is found at [epa.gov/lead](https://www.epa.gov/lead).

<sup>1</sup> "Lead-based paint" is currently defined by the federal government as paint with lead levels greater than or equal to 1.0 milligram per square centimeter (mg/cm<sup>2</sup>), or more than 0.5% by weight.

<sup>2</sup> "Lead-containing paint" is currently defined by the federal government as lead in new dried paint in excess of 90 parts per million (ppm) by weight.

## Identifying Lead-Based Paint and Lead-Based Paint Hazards

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**Deteriorated lead-based paint (peeling, chipping, chalking, cracking, or damaged paint)** is a hazard and needs immediate attention. **Lead-based paint** may also be a hazard when found on surfaces that children can chew or that get a lot of wear and tear, such as:

- On windows and window sills
- Doors and door frames
- Stairs, railings, banisters, and porches

**Lead-based paint is usually not a hazard if it is in good condition** and if it is not on an impact or friction surface like a window.

**Lead dust** can form when lead-based paint is scraped, sanded, or heated. Lead dust also forms when painted surfaces containing lead bump or rub together. Lead paint chips and dust can get on surfaces and objects that people touch. Settled lead dust can reenter the air when the home is vacuumed or swept, or when people walk through it. EPA currently defines the following levels of lead in dust as hazardous:

- 10 micrograms per square foot ( $\mu\text{g}/\text{ft}^2$ ) and higher for floors, including carpeted floors
- 100  $\mu\text{g}/\text{ft}^2$  and higher for interior window sills

**Lead in soil** can be a hazard when children play in bare soil or when people bring soil into the house on their shoes. EPA currently defines the following levels of lead in soil as hazardous:

- 400 parts per million (ppm) and higher in play areas of bare soil
- 1,200 ppm (average) and higher in bare soil in the remainder of the yard

**Remember, lead from paint chips—which you can see—and lead dust—which you may not be able to see—both can be hazards.**

The only way to find out if paint, dust, or soil lead hazards exist is to test for them. The next page describes how to do this.

## Reducing Lead Hazards, continued

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**If your home has had lead abatement work done** or if the housing is receiving federal assistance, once the work is completed, dust cleanup activities must be conducted until clearance testing indicates that lead dust levels are below the following levels:

- 10 micrograms per square foot ( $\mu\text{g}/\text{ft}^2$ ) for floors, including carpeted floors
- 100  $\mu\text{g}/\text{ft}^2$  for interior windows sills
- 400  $\mu\text{g}/\text{ft}^2$  for window troughs

**Abatement is designed to permanently eliminate lead-based paint hazards.** However, lead dust can be reintroduced into an abated area.

- Use a HEPA vacuum on all furniture and other items returned to the area, to reduce the potential for reintroducing lead dust.
- Regularly clean floors, window sills, troughs, and other hard surfaces with a damp cloth or sponge and a general all-purpose cleaner.

Please see page 9 for more information on steps you can take to protect your home after the abatement. For help in locating certified lead abatement professionals in your area, call your state or local agency (see pages 15 and 16), [epa.gov/lead](https://www.epa.gov/lead), or call 1-800-424-LEAD.



## Reducing Lead Hazards

**Disturbing lead-based paint or removing lead improperly can increase the hazard to your family by spreading even more lead dust around the house.**

- In addition to day-to-day cleaning and good nutrition, you can **temporarily** reduce lead-based paint hazards by taking actions, such as repairing damaged painted surfaces and planting grass to cover lead-contaminated soil. These actions are not permanent solutions and will need ongoing attention.
- You can minimize exposure to lead when renovating, repairing, or painting by hiring an EPA- or state-certified renovator who is trained in the use of lead-safe work practices. If you are a do-it-yourselfer, learn how to use lead-safe work practices in your home.
- To remove lead hazards permanently, you should hire a certified lead abatement contractor. Abatement (or permanent hazard elimination) methods include removing, sealing, or enclosing lead-based paint with special materials. Just painting over the hazard with regular paint is not permanent control.



**Always use a certified contractor who is trained to address lead hazards safely.**

- Hire a Lead-Safe Certified firm (see page 12) to perform renovation, repair, or painting (RRP) projects that disturb painted surfaces.
- To correct lead hazards permanently, hire a certified lead abatement contractor. This will ensure your contractor knows how to work safely and has the proper equipment to clean up thoroughly.

Certified contractors will employ qualified workers and follow strict safety rules as set by their state or by the federal government.

## Checking Your Home for Lead

You can get your home tested for lead in several different ways:

- A lead-based paint **inspection** tells you if your home has lead-based paint and where it is located. It won't tell you whether your home currently has lead hazards. A trained and certified testing professional, called a lead-based paint inspector, will conduct a paint inspection using methods, such as:
  - Portable x-ray fluorescence (XRF) machine
  - Lab tests of paint samples
- A **risk assessment** tells you if your home currently has any lead hazards from lead in paint, dust, or soil. It also tells you what actions to take to address any hazards. A trained and certified testing professional, called a risk assessor, will:
  - Sample paint that is deteriorated on doors, windows, floors, stairs, and walls
  - Sample dust near painted surfaces and sample bare soil in the yard
  - Get lab tests of paint, dust, and soil samples
- A combination inspection and risk assessment tells you if your home has any lead-based paint and if your home has any lead hazards, and where both are located.



Be sure to read the report provided to you after your inspection or risk assessment is completed, and ask questions about anything you do not understand.

## Checking Your Home for Lead, continued

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In preparing for renovation, repair, or painting work in a pre-1978 home, Lead-Safe Certified renovators (see page 12) may:

- Take paint chip samples to determine if lead-based paint is present in the area planned for renovation and send them to an EPA-recognized lead lab for analysis. In housing receiving federal assistance, the person collecting these samples must be a certified lead-based paint inspector or risk assessor
- Use EPA-recognized tests kits to determine if lead-based paint is absent (but not in housing receiving federal assistance)
- Presume that lead-based paint is present and use lead-safe work practices

There are state and federal programs in place to ensure that testing is done safely, reliably, and effectively. Contact your state or local agency for more information, visit [epa.gov/lead](https://www.epa.gov/lead), or call **1-800-424-LEAD (5323)** for a list of contacts in your area.<sup>3</sup>

## What You Can Do Now to Protect Your Family

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**If you suspect that your house has lead-based paint hazards, you can take some immediate steps to reduce your family's risk:**

- If you rent, notify your landlord of peeling or chipping paint.
- Keep painted surfaces clean and free of dust. Clean floors, window frames, window sills, and other surfaces weekly. Use a mop or sponge with warm water and a general all-purpose cleaner. (Remember: never mix ammonia and bleach products together because they can form a dangerous gas.)
- Carefully clean up paint chips immediately without creating dust.
- Thoroughly rinse sponges and mop heads often during cleaning of dirty or dusty areas, and again afterward.
- Wash your hands and your children's hands often, especially before they eat and before nap time and bed time.
- Keep play areas clean. Wash bottles, pacifiers, toys, and stuffed animals regularly.
- Keep children from chewing window sills or other painted surfaces, or eating soil.
- When renovating, repairing, or painting, hire only EPA- or state-approved Lead-Safe Certified renovation firms (see page 12).
- Clean or remove shoes before entering your home to avoid tracking in lead from soil.
- Make sure children eat nutritious, low-fat meals high in iron, and calcium, such as spinach and dairy products. Children with good diets absorb less lead.

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<sup>3</sup> Hearing- or speech-challenged individuals may access this number through TTY by calling the Federal Relay Service at 1-800-877-8339.