



Chore-ology Restoration & Handyman

## Multi-Service Agreement cont'd (add'l terms and conditions)

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This time and material service agreement and work authorization (the "T&M Agreement" or "Agreement"), and the estimate provided are made at arm's length, in good faith, with a freemind, and without force, coercion or duress between Chore-ology Restoration & Handyman (the "Service Provider"), and the client as identified below (the "Client"), both of whom shall be considered to be "sophisticated parties" with a full understanding of the terms and conditions being agreed to below for non-emergency and emergency service alike.

Whereas the Client understands and agrees that...

1. The Service Provider is not a specialist, and does not hold itself out as one. Instead, the Service Provider is a general contractor performing in-house water damage restoration and handyman services at the rates and quality of workmanship expected from both a handyman service and water damage restoration provider.
2. The Service Provider is likely to perform all work for the Client in-house unless the estimate specifically states otherwise or the Service Provider decides it is in their best interest to subcontract the service to specialists.
3. The Service Provider does not supply finished products, or a specified level of service for a "flat rate", or "under budget". Instead, Chore-ology provides the Client with a minimum estimated price based upon an assumed scope of work to achieve the Client's project goals as Chore-ology subjectively understands them. The estimate is hereby incorporated by reference (the "Services").
4. Unless specifically stated in the assumed scope of work, the estimate won't include the cost to correct hidden deficiencies such as mold and water damage, hidden structural damage, engineering fees, abatement fees or RRP lead paint repairs that may require repair at the Service Provider's discretion before the assumed scope of work can be completed. The Client, hereby, expressly authorizes the Service Provider to perform any necessary or prudent work to correct hidden deficiencies discovered during the performance of an approved scope of work without the need for a signed change order or other approvals.
5. The Client will not expect the Service Provider to provide a finished product, or complete service, or to meet their aesthetic whether for a specific price or at all in order for the Service Provider to be paid in-full for expenses and labor incurred at the time of billing. Failure of the Service Provider to provide a finished product or service, or to meet the



Client's aesthetic standard shall not be a defense for non-payment or reduced payment.

6. The Service Provider is not required to provide an estimate for emergency service calls. With this knowledge, the Client shall be responsible for the cost of services rendered and shall not use the lack of an estimate prior to the start of service as a defense or barrier to paying their invoice.

### **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.

### **No Fiduciary Responsibility**

The Service Provider has no fiduciary responsibility to the Client, is not providing budgeting or other financial oversight/advice services for the project and is not responsible for providing an expense report unless requested by the Client in writing.

### **Estimate/Scope Accuracy & Invoice Reasonableness**

The Service Provider will use the information gathered from the Client, as well as from a fee-based site inspection (if one was performed prior to estimate approval), as well as their best judgement and experience when assessing the Client's project goals in order to formulate an assumed 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 (can't see behind walls), nor guarantee against cost "overruns" of any magnitude (time & material only), nor be bound by any agreement to work within a "budget" or for a specific time frame, or to complete the work for less than the estimated amount. The Parties recognize that the Client would never show concern if the price for the completed services was billed at a lower amount than originally estimated, and they should also not be surprised when the price is equal to or greater than the original estimate. In fact, the estimate provided represents the minimum due, and may increase depending upon a multitude of factors including but not limited to hidden damage that may need to be repaired prior to starting or completing the approved scope of work, or material price changes, or engineering requirements necessitating changes, or when site conditions change, or when there are pre-existing conditions that were not known or fully understood when the estimate was provided, 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 Services are being offered to the Client on a time and material basis with a minimum charge equal to the estimate provided, 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 for less than the estimated amount 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, to request an audit of expenditures by the Service Provider and to reduce the scope of work.

### **Client Inspections & Audits**

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 aesthetic of the work being performed in any way. When the Client discovers undesirable aesthetics in the work product in progress, 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 Client shall be afforded the right to demand an itemized list of expenses incurred while performing project-related duties to substantiate the costs they are incurring on the project within a reasonable time. 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 any 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 provided they are done in writing. However, these provisions are not free of charge, and the Client agrees to compensate the Service Provider for the time required to compile this information for their review and to explain it.

### **Scheduling & Re-scheduling**

Upon the Parties' mutual acceptance of the Agreement and Estimate, the Client shall pay the required non-refundable 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.

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.

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

The Client reserves the right to cancel the scheduled 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 Client. If the Client cancels the Services, the deposit previously paid will be forfeited as liquidated damages to cover the Service Provider's loss of opportunity, plus reimburse the Service Provider for any expenses, fees and labor incurred to that date in preparation for or in performance of the Services. Cancellation will go into effect upon delivery of written notice to terminate the Agreement. The cancellation of service shall include the reason cancellation of services is being demanded. The liquidated damages agreed to here are what the Service Provider reasonably expects it to cost them in lost income from a last-minute cancellation by the Client with no ability to back fill the schedule. Please note that the Service Provider does not intend to levy punitive damages of any kind onto the Client, but rather the Service Provider believes the liquidated damages to be reasonable compensation for their loss.

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. If the Service Provider cancels the service, the deposit previously paid will be refunded minus any expenses, fees and labor incurred to that date in preparation for or in performance of the Services, and any remaining balance due will be invoiced as per usual. Cancellation will go into effect upon delivery of written notice to terminate the Agreement. The cancellation of service shall include the reason cancellation of services is being demanded.



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

The Client agrees not to hold the Service Provider's schedule hostage during suspension. Therefore, if the Client chooses to suspend the Services while rental equipment is at the site or is being used, the Client agrees to continue paying the Service Provider for the rental equipment as scheduled while any disputes are ironed out. The Party electing to suspend the Services shall notify the other Party in writing. 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 the Services due to non-payment, threats of non-payment, coercion, blackmail, violence, perceived disrespect, or any attempt to renegotiate the cost of Services or to change the scope of work 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 such as rental equipment remaining onsite during the time of 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 extended rental periods for tools being used on the job, cancellation 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.

Exceptions: The Client shall not be liable for any delay or default in Service Provider's ability to perform the provisions hereunder if such delay or default is caused by conditions occurring beyond either party's reasonable control including, but not limited to, traffic delays or accidents, Acts of God, pandemic, Government restrictions, war, insurrections, failure of subcontractors or other third parties, weather etc.

## **Termination / Cancellation / Suspension / Non-disparagement / Confidentiality & Settlement Agreement**

THIS SECTION AND THE TERMS FOUND WITHIN SHALL TRIGGER AUTOMATICALLY WITHOUT FURTHER CONSIDERATION FOR ANY ONE OF THE FOLLOWING REASONS:



When the early termination or cancellation of non-emergency, non-environmental, non-structural or non-waterproofing Services is demanded by the Client for cause or convenience.

When the early termination, cancellation or suspension of emergency, environmental, structural or waterproofing Services is demanded by the Client for cause or convenience. When the early termination, cancellation or suspension of any Services are demanded by the Service Provider for Cause. Examples of Cause: When the Service Provider perceives a credible threat from the Client or their guests or the work environment, or experiences what the Service Provider believes to be coercion or blackmail by the Client or their guests, or the Client is being verbally abusive or disrespectful to the point the Service Provider feels the need to terminate, cancel or suspend the Services.

When a discount or refund is demanded by the Client, or the Client demands that the cost of the Services is re-negotiated after the contract has been signed, the deposit has been paid or the Services have commenced.

When the Client fails to pay the final invoice within 24 hours after invoicing due to termination or cancellation of the Services.

The Client agrees that by either party terminating, cancelling or suspending the Services according to one of the situations listed above prior to completion of the Services, 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 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, CANCELS 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, 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.

c. The Client hereto agrees that they and their affiliates, spouse, successors, officers, employees, representatives, partners, agents, heirs, assigns, attorneys and anyone claiming through them, in their individual and/or corporate capacities, are obligated to keep the terms of this termination, cancellation or settlement, including any details about the work performed by Chore-ology for the Client, as well as any discussions had between the parties, or video/audio recordings between the parties confidential indefinitely.

d. The Client also agrees that they and their affiliates, spouse, successors, officers, employees, representatives, partners, agents, heirs, assigns, attorneys and anyone claiming through them, in their individual and/or corporate capacities, will not make any claims, remarks, or comments in public, in private, nor disparage or make any derogatory remarks whatsoever, including providing ratings in social media or on the internet or in writing elsewhere, about Chore-ology, whether in secrecy, in trust, or confidentially, or as a "whistleblower" or "confidential informant" to anyone for any reason. It is specifically understood that no release of information concerning this settlement or the work performed by Chore-ology for the Client shall be made to L&I (Labor & Industries), the Attorney General, or any governing body, the news media, nor to social media, and that disclosure of this information shall be restricted to those disclosures which are required by law and only if served with a warrant. If inquiry is made by any person about this release, the settlement agreement or the work performed by Chore-ology for the Client, the Client agrees that they will state that they know nothing about Chore-ology and cannot offer any information relating to their questions.

This release, non-disclosure agreement and non-disparagement agreement constitutes the entire settlement agreement between the Client and Chore-ology and supersedes all prior oral or written agreements or understandings between the parties concerning the subject matter of this agreement. The provisions of this release are severable. If any provision is held to be invalid or unenforceable, it shall not affect the validity or enforceability of any other provision.



### **Milestones & Payment Deadlines**

Unless otherwise stated in writing, project milestones shall occur 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 24-hrs following service completion.

### **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://pscleanair.gov/DocumentCenter/View/353/3-4-PDF?bidId=.](https://pscleanair.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.

### **Change Orders**

The Service Provider and Client mutually agree that the overarching goals presented by the Client shall supersede and take precedence over the assumed scope of work or materials proposed in the estimate. 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, mold, lead, asbestos or structural damage, repairs or abatement that require repair prior to continuing with the existing scope of work to ensure the success or longevity of the Services, 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 (unless specifically called out in the estimate), subcontractors and to increase the overall scope of the services in order to achieve the overarching project goal as understood by the Service Provider. 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.

### **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 without limit. 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 a specific time.

### **Invoice Minimum**

In all Services where onsite labor is requested or required, the Service Provider will bill the Client for a minimum of the full estimated cost of services, or the actual costs incurred whichever is greater.

### **Service Provider Obligations and Representations**

The Service Provider shall make every reasonable effort to deliver to the Client the Services and workmanship necessary to achieve the Client's goals which are subjectively interpreted by the Service Provider irrespective of the exact scope of work assumed in the estimate or performed to achieve them. The Service Provider will make a reasonable effort to keep organized copies of all receipts for expenses incurred on each project, and the 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 rare 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 bank statement, or it can be proven in photo's.

## **Client Obligations**

If the project 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 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.

### **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 any damage resulting from acts of nature, terrorism, pranks, flooding, and fire unless due to Service Provider's gross negligence. 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 unless due to Service Provider's gross negligence. The Client further agrees to compensate the Service Provider for the NEW REPLACEMENT VALUE of any tools or materials stolen, vandalized or damaged, regardless of their age or condition at the time of theft or damage. The Client acknowledges that there are certain tools of significant value which will remain outside 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 in writing 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 or material replacement due to theft or damage (of any kind) shall be eliminated. 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.

### **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.

### **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.



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### **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 aesthetic results the Client envisioned, then the Client shall notify the Service Provider immediately 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, or in exchange for the additional cost to hire a third-party specialist with greater skill to meet the Client's aesthetic. 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, or where the Client refuses to pay for the cost of labor and material to meet their aesthetic. 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 a specialist, is not perfect, does not have the ability to make a perfect product, and will make mistakes on occasion. The cost of correcting minor mistakes as they come up shall be borne by the Client if they were not the result of negligence by the Service Provider. In the event the Service Provider is found to be guilty of negligence by a court of law in the performance of their duties, the "Damages and Liability" section below shall govern.

### **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 where they were performed, excluding the conflicts of law's provisions. Any litigation arising out of or relating to the Agreement shall be heard in District Court in the county where the work was performed, 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.

### **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.

### **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 within one (1) year from the date the specific invoice was submitted. Any claim of defects which are discovered after the above-mentioned period shall be barred from filing suit. All causes of action for construction defects brought before the Service Provider as provided for above shall be permitted six (6) months to initiate a lawsuit against the Service Provider for the defect. Any lawsuit which is initiated after the above-mentioned period shall be time barred.

### **Retainage**

Unless the estimate explicitly provides for retainage by the Client, none shall be permitted. If the Client withholds payment regardless of reason, or refuses to pay the full invoice due, the Client may be held liable for theft of services and/or breach of contract, a lien may be placed on the Client's property, and they may be sent to collections. Where a loan has been established with the Service Provider and then defaulted on, the Service Provider may report to the three-credit bureaus. Furthermore, the client shall not have the right to file a warranty claim until all amounts due are paid in full.

### **Bond Claims**

The Client agrees to limit the time permitted to file a bond claim to eighteen (18) months from the date of invoice except where a settlement agreement has been signed or automatically triggered. In the event of settlement or failure to pay, the Client shall be barred from filing a bond claim indefinitely.

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

The Client agrees not to solicit subcontractors where they have been engaged or asked to estimate services on behalf



of the Service Provider for the Client's benefit, whether there was a subcontractor's 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 through loss of income and opportunity. As such, the Client agrees to pay liquidated damages to the Service Provider for such a breach of contract in the amount of 25% of the subcontractor's estimate(s) provided to the Client directly. This amount represents what the Service Provider is reasonably expected to earn from the subcontracted services. 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.

### **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.

### **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 Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having authority thereof. All arbitration shall be held in the county where the work was performed unless the Parties mutually agree otherwise.

### **No Class-Action Claims**

- The Client agrees that claims may only be brought in an individual capacity, and in the name of an individual person or entity, and that claims must proceed on an individual and non-class, and non-representative



basis. The Client further agrees that claims from two or more people may not be joined or consolidated in the same arbitration unless arising from the same transaction. The Client also agrees that they may not pursue the claims in arbitration as a class-action or private attorney general action, or other representative action, nor may any such claims be pursued on the Client's behalf in any court, including assigned claims. The arbitrator shall have the authority to award relief only on an individual, and non-class, and non-representative basis.

The Commercial Arbitration Rules can be found here:

[https://www.adr.org/sites/default/files/CommercialRules\\_Web\\_0.pdf](https://www.adr.org/sites/default/files/CommercialRules_Web_0.pdf).

The Commercial Arbitration Fee Schedule can be found here:

[https://www.adr.org/sites/default/files/Commercial Arbitration Fee Schedule 1.pdf](https://www.adr.org/sites/default/files/Commercial_Arbitration_Fee_Schedule_1.pdf).

## **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.

### **Promotional Rights**

Service Provider shall have the right to create and use any materials, drawings, renderings, or photographs of the completed project, whether inside or outside, 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.

### **Compensation and Billing Rates**

All compensation rates, fees, discounts, and terms thereof shall be included on the Fee Schedule.

### **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, shall be owned by Service Provider. Service Provider expressly denies the Client any license to use the Service Provider's Intellectual Property Rights except to the extent necessary to enable the Client to make reasonable use of the Deliverables and the Services.

### **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 unless a confidentiality agreement has been signed or triggered. 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.

### **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.

### **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.

### **Services**

The Client acknowledges and agrees that due to the emergency nature of some 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.



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### **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.

### **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 and to insure them from theft and damage.

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

Due to the nature of certain Services rendered by the Service Provider under this Agreement (water damage mitigation, toxic minerals clean-up, toxic metals clean-up, toxic chemicals clean-up, mold spore 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 exercises sole discretion in determining which items should be decontaminated and which items should be discarded unless the Client specifically identifies in writing prior to disposal or decontamination which items are to be kept or decontaminated.
- (c) that the Client shall hold the Service Provider harmless for their decisions as to which items are decontaminated or disposed of and shall not be expected to identify the value of, method of, disposal of or where the items went.
- (d) the Client will hold the Service Provider harmless for the condition which decontaminated property is returned including bleeding of fabrics and leathers, warping, scratches, fraying, shrinking etc. that occurs because of the process used to decontaminate.



The Client hereby authorizes the Service Provider to exercise their sole discretion and to salvage as much of the Contaminated Property the Service Provider feels is reasonably possible. In exercising such discretion with respect to any particular item of personal property, the Service Provider shall not be required to consider condition or value of such items, nor the cost to decontaminate the same. The Client understands that the Service Provider is not particularly knowledgeable regarding the value of any item, but especially art, guitars, guns, cars, jewelry, etc. 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.

### **Destruction and/or Disposal 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, woodwork, 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 denies 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.

### **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 area to substantially match exterior contaminant conditions at the point of Service completion.

### **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.

### **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.

### **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.

**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 Service Provider 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).

### **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.

### **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.

### **Mold Inspection, Cleaning & Remediation**

The Client acknowledges that the Service Provider is a generalist and is 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, mycotoxins or aflatoxins after service is complete since these contaminants can exist in other areas of the home not searched, not remediated or that are inaccessible. Where the Service Provider or lab reports recommend 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.

#### **Authorization to Use Antimicrobials Agents**

The Client authorizes the Service Provider to treat all affected materials and their surrounding surfaces with commercial antimicrobial agents at their discretion to inhibit the growth of microorganisms and mold during the drying process. The Client will receive, upon written request, information regarding the antimicrobial agents used and the Client agrees to their use as part of the restoration process. Client understands that it is beyond the expertise of the Service Provider to determine if someone may be sensitive, allergic or may experience adverse health effects as a result of its application, and the Client agrees to hold the Company harmless for its use. Application of a disinfectant, fungicide or deodorant does not imply a warranty of odor, fungal or bacterial control.

#### **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, threat of fire or electrocution hazard. 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.



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## **Safety**

If dehumidifiers, air movers, heaters or air scrubbers must be moved due to fire, threat of fire, or electrocution 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.

## **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.

### **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, places or images 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.

### **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.

### **Allergies**

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

- Allergic or sensitive to the Wastes (mold, dusts), or
- Allergic or sensitive to any of the chemicals used by the Service Provider in rendering the Services, or
- That are immune compromised, or
- That are under the age of 18 or over the age of 65
- 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 effects claimed by those individuals.

### **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.

### **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.

### **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 to 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, or re-key service for the premises. 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 at the Client's expense. In the event of loss via mail service, the Client agrees to hold the Service Provider harmless.

### **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 presence/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 several small areas of the painted surface then using a lead swab stick over that area to determine if there is 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, including accepting responsibility for fines or levies placed upon the Service Provider by any governing agency for the failure to use and follow recommendations by an IEP, a lead-based paint Assessor, lead risk Assessor, or lead abatement contractor. 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:



To comply with all applicable laws and regulations, including the proper containment and disposal of hazardous waste.

To substantially follow the recommendations of the IICRC S500 where the scope of work includes water damage mitigation.

The Client agrees:

Not to touch, move, disturb or impact any waste from the project, and...

To pay for all costs associated with the proper, legal and ethical disposal of hazardous material.

### **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 most states, 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:

To comply with all applicable laws and regulations, including the proper containment and disposal of hazardous waste where applicable.

To substantially follow the recommendations of the IICRC S500 & S520 where the scope of work includes mold remediation.

### **Audio & Visual Recording**

The Client hereby authorizes the Service Provider to record and share all telephone, text and email conversations between the Client and the Service Provider to any party regardless of whether a periodic tone signal is used, or written authorization was provided. The Client also consents to the use of such recordings and writings in any forum in connection with resolving disputes, including collecting 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.

### **No Chargebacks**

As a condition of service, the Client agrees that they will not, under any circumstance, initiate a chargeback to the Client's credit/debit card, or cancel a check, or rescind an ACH authorized payment. The Client further agrees that they are expressly waiving any chargeback rights that may exist under the agreement between the Client and their credit card company and/or bank. Should a chargeback be initiated by the Client, these terms and conditions will be conclusive evidence of the Client's waiver of any chargeback rights.

## **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. 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). The expiration date of this contractor's registration can be viewed on the L&I website by following this link to their Contractor Look-up Tool and searching for Chore-ology: <https://secure.lni.wa.gov/verify/>.

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.

## **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 (45) DAYS BEFORE YOU FILE YOUR LAWSUIT, YOU MUST DELIVER TO THE SELLER OR BUILDER A WRITTEN NOTICE OF ANY CONSTRUCTION



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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.

## **Notice of Right To Claim A Lien**

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.

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

## **Non-transferable Limited Warranty**

Chore-ology Restoration & Handyman provides warranty coverage for one (1) year of labor from the date of invoice, and ninety (90) days from the date of invoice for materials that were supplied and installed by Chore-ology employees. Labor and materials supplied and installed by our affiliates, partners or subcontractors are subject to their respective



terms of warranty coverage. On-going projects which span several months will be provided with several limited warranties (one for each invoice) that will expire at different intervals based upon when they were invoiced. If the Client makes a warranty claim against 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 then 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 expired, regardless of a Client's right or lack thereof to file a claim as noted above. A Client's refusal to pay the invoice in-full shall not stop or delay the count-down and expiration of the warranty.

**NOTICE:** Warranty Exclusions - Claims made regarding property damage caused by the failure or insufficiency of temporary repair measures are excluded from warranty coverage. NO WARRANTY FOR TEMPORARY CONDITIONS. Claims made regarding 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. Failure of pre-existing building materials, including failure of new coating or caulking adhesion to those pre-existing materials due to underlying causes out of the control of the Service Provider, which were not directly caused by the improper application of the supplied coating or due to material incompatibility, are specifically excluded from any warranty coverage. NO WARRANTY FOR UNDERLYING CONDITIONS THAT CAUSE FAILURE OF THE SERVICES. Failure of materials supplied by the Client are excluded from both labor and material warranty coverage under all circumstances.

## **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.

## Material Terms

The Parties mutually agree and acknowledge that all the terms mentioned in this agreement, including the ones outlined in the estimate and its attachments are material to this agreement, and the absence of any one of the terms would have resulted in Chore-ology refusing to enter into this T&M Agreement with the Client.

## MULTI-SERVICE FEE SCHEDULE

**EMERGENCY & ENVIRONMENTAL SERVICES LABOR RATE** - Estimates provided under this labor classification will be



based upon the following rates, fees and scopes of work:

Labor Rate: \$200 per hour, per technician

Vehicle Surcharge: \$2.11/mi.

Admin Fee: \$55 or \$6.8 per labor hour worked, whichever is greater.

Material Receipts & Off-site Third-Party Services: As incurred plus 28% to cover overhead.

On-site Third-Party Services (subcontracted): As incurred plus 10% - 25%.

Owned Equipment Rental Charges: As incurred and according to the prices listed below.

Crawl Space / Attic / Roof Surcharge: Add 10% to the invoice.

Winter Surcharge: Add 5% to the invoice.

Labor expenses incurred during the course of the project which exceed the estimate will be billed at the rates mentioned above. The clock starts running from the moment the responding technician leaves their house each day, until the company vehicle has completed their work each day. The number of technicians that respond may vary and the decision as to how many technicians are needed shall be determined solely by the Service Provider. Emergency and environmental rates shall apply according to the following scopes of work:

When a serious, unexpected, or hazardous situation occurs requiring immediate or rapid action by our team to limit loss or to minimize and control the hazardous condition.

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 (regardless of the time of day or scope of requested work), or when we are asked to respond after regular business hours or on holidays. 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. When fungal, biological, chemical or mineral hazards are present and are the primary focus of the service, or are causing allergic reactions, ill health effects, psychological trauma, or threaten to damage the environment or private property regardless of whether the Client requires immediate or urgent remediation, or the service can be scheduled during regular business hours.

**NON-EMERGENCY, NON-ENVIRONMENTAL, NON-HAZARDOUS LABOR RATE** - Estimates provided under this labor classification will be based upon the following rates, fees and scopes of work:

Labor Rate: \$80 per hour, per technician



Vehicle Surcharge: \$2.11/mi.

Admin Fee: \$55 or \$6.8 per labor hour worked, whichever is greater.

Material Receipts & Off-site Third-Party Services: As incurred plus 28% to cover overhead.

On-site Third-Party Services (subcontracted): As incurred plus 10% - 25%.

Owned Equipment Rental Charges: As incurred and according to the prices listed below.

Crawl Space / Attic / Roof Surcharge: Add 10% to the invoice.

Winter Surcharge: Add 5% to the invoice.

The estimate provided and agreed to is the MINIMUM fee for services. At no point will the Client be invoiced less than the estimated amount. Labor expenses incurred during the course of the project which exceed the estimate will be billed at the rates mentioned above. The clock starts running from the moment the responding technician leaves their house each day, until the company vehicle has completed their work each day. 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, non-environmental, non-hazardous rates shall apply according to the following scope of work:

When a non-serious, reasonably anticipated, non-hazardous situation occurs, whether repair or renovation related can be pre-scheduled to occur during regular business hours.

This labor rate specifically excludes any emergency or environmental work.

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

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

Air Scrubber / HEPA - (\$80/day/ea plus the cost of HEPA and pre-filters used)

Dehumidifier - (\$180/day/ea)

Power Distribution Box & 50 Amp Cord - (\$100/day/ea)

Power Pole - (\$150/day)

System Scaffold - (\$150/day)

Baker Scaffold - (\$75/day)



Urethane Crack Injection Pump - (\$500/day)

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

Handheld Portable Carpet Cleaner - (\$50/day/ea)

Portable Carpet Extractor - (\$100/day/ea)

50ft x 1/8" Hydro Jet Hose & Nozzles - (\$150/day/ea)

50ft x 3/16" Hydro Jet Hose & Nozzles - (\$200/day/ea)

50ft x 1/4" Hydro Jet Hose & Nozzles - (\$250/day/ea)

Electric Pressure Washer - (\$50/day)

Gas Pressure Washer - (\$100/day/ea)

Electric Radiant or Forced Air Heater - (\$100/day/ea)

Indirect or Direct Vent Gas Space Heater (\$300/day/ea)

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

Gas Generator (\$150/day/ea)

Concrete Chain Saw - (\$200/day/ea plus \$500 for each chain used)

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

Trailer Usage - (\$200/day)

90-day Limited Warranty – MATERIAL ONLY (when supplied by Chore-ology)

1yr. Limited Warranty – LABOR ONLY (when supplied by Chore-ology employees)

Subcontractor Warranty – As supplied and referenced by the subcontractor

Remote Estimation - No Site Visit (FREE)

On-site Inspection & Estimation (\$275 Flat Rate)

General Contracting Fee - (10% - 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 - (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.