

## **Emergency Services Agreement & Work Authorization**

### **CONTRACTUAL TERMS AND CONDITIONS**

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

**2. Services.** Owner acknowledges and agrees that due to the emergency nature of the Services and/or the review and approval of the Services required from Owners Insurer, Contractor is incapable of providing Owner with a detailed, written estimate of the Services to be performed upon the Premises at 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. Owner understands and agrees the Contractor will provide Owner with a written description of the Services, including specifications and a list of materials to be used, as well as an approximate completion date for Contractor's Services when such information is available and approved. Owner further understands and agrees that Contractor's Services under this Agreement will, unless Owner and Contractor agree otherwise, commence immediately.

**3. Fee Schedule.** Emergency services provided between 8am on Monday and 4pm on Friday shall be charged at the rate of \$200/hr. per technician plus overhead, fees, receipts, truck stock, waste disposal and rental charges for specialty equipment as noted below. The same emergency services provided between 4pm on Friday and 8am on Monday shall be charged at the rate of \$250/hr. per technician plus overhead, fees, receipts, truck stock, waste disposal and rental charges for specialty equipment as noted below. The clock starts counting from the moment the contract is signed, or the responding technician leaves their house each day, until the company vehicle has returned home, and the engine is shut off. The number of technicians that respond to an emergency may vary and the decision as to how many technicians are needed shall be determined solely by Chore-ology. Emergency rates shall apply according to the following criteria and shall continue until:

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

2) When our team is called away from a job in progress, or we are asked to reschedule existing clients to accommodate an urgent need for service, or when we are asked to respond after regular business hours.

3) When there is uncontrolled movement of water or water vapor into areas of a residential or commercial building where it is unwanted and undesirable, and which leads to the immediate or urgent need for water damage mitigation.

4) When fungal, biological, chemical or mineral hazards are present and causing allergic reactions, ill health effects, or damage to the environment or private property and requires immediate or urgent remediation.

#### Additional Fees

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

Receipts Except Waste Disposal (As incurred plus 25%)

Waste Disposal (As incurred multiplied by two)

Administrative Overhead Fee (\$80.00/day plus 9% of Total Technician Labor)

Vehicle Use & Overhead Fee (\$1.66/mile plus 9% of Total Technician Labor)

General Tool Share & Overhead (\$30.00/day plus 7% of Total Technician Labor) \*\*Excludes cost to operate specialty rental equipment listed below which Chore-ology owns. Use of this specialty equipment will incur additional charges as specified below.

Air Mover - (\$50/day/ea.)

Air Scrubber - (\$160/day/ea.)

Dehumidifiers - (\$360/day/ea.)

Power Distribution Box - (\$160/day/ea.)

Power Pole - (\$600/day for two poles and one platform up to 24 ft tall and wide untied. Add an additional \$100/day per 6ft in height above 24 ft and \$100/day per additional pole/platform)

Baker Scaffold - (\$150/day/ea. up to 8 ft tall untied.)

Tower Scaffold - (\$250/day/ea. up to 24 ft tall untied. Add an additional \$50/day when tying is required.)

System Scaffold - (\$0.60 per cubic foot per day)

Single Component Urethane Crack Injection Pump - (\$1,200/day/ea.)

Dual Component Crack Injection Pump - (\$1,600/day/ea.)

Full Size Portable Carpet Cleaner - (\$800/day/ea.)  
Handheld Portable Carpet Cleaner - (\$200/day/ea.)  
Portable Carpet Extractor - (\$800/day/ea.)  
1/8" Hydro Jet - (\$200/day up to 50 ft in length)  
3/16" Hydro Jet - (\$250/day up to 75 ft in length)  
1/4" Hydro Jet - (\$300/day up to 100 ft in length)  
Electric Pressure Washer - (\$125/day/ea.)  
3300 psi 2.5 gpm Gas Pressure Washer - (\$175/day/ea.)  
4400 psi 4 gpm Gas Pressure Washer - (\$200/day/ea.)  
Viking Injection Heater - (\$160/day/ea.)  
Firebird Compact Electric Space Heater (\$500/day/ea.)  
Electric Radiant Space Heater (\$500/day/ea.)  
Indirect or Direct Vent Fossil Fuel Space Heater (\$1,000/day/ea.)  
Tile Saw - (\$150/day/ea.)  
Gas Generator (\$200/day/ea.)  
Concrete Chain Saw - (\$420/day/ea.)  
General Contracting Fee (25% surcharge added to all subcontractor invoices.)  
Cancellation Fee (After contract has been signed by both parties) (\$300)  
Late Payment Fee (>20 days) (\$10/day to indefinite)  
NSF Fee (\$150/per occurrence)

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

**4. Unrelated Conditions/Work.** Owner acknowledges and agrees that Contractor is not responsible for addressing or correcting damage, conditions, or areas unrelated to the event that necessitated the emergency Services. Owner understands and agrees that Owner is personally responsible for all charges, costs, and deductibles regardless of whether the charges are covered by Owners insurance.

**5. Special/Fragile/Valuable Items.** Owner agrees to take full responsibility for special, fragile, or valuable items of personal property, and that Contractor shall not be liable for any disappearances or damage to any such items. Contractor highly recommends that Owner take

additional care to protect any such items as soon as possible, preferably prior to the start of work (especially jewelry, cash, weapons, medications, etc.).

**6. Environmental Conditions.** Owner understands and agrees that certain amounts of mold and bacteria may be normal in an indoor environment, and Contractor 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. In such cases, Contractor will clean and sanitize. The owner further understands and agrees that the presence of certain types of 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. Owner hereby acknowledges that Contractor has advised Owner of the importance of ventilation and hazards associated with chemicals used during emergency service. Owner further acknowledges that Contractor has made available an SDS and information sheets regarding chemicals used, the hazards of asbestos as well as mold and lead based coatings. 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, Owner agrees to hold harmless the Contractor for accidental exposure to mold spores, chemicals used to treat or disinfect, asbestos exposure, lead exposure, as well as dusts incidental to the work performed. Further, Owner understands that any work performed by Contractor may not remediate or prevent the growth of mold or bacteria. Such remediation or prevention may need to be separately agreed with Contractor.

**7. Information Needed.** Owner shall provide Contractor 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. Owner is responsible for advising Contractor of the known existence of hazardous substances (Including chemicals, lead, asbestos, etc.) or areas of danger.

If, while delivering emergency services, the Contractor requires a decision or feedback to be rendered by the Owner to continue delivering the Services, the Owner agrees to respond to such inquiry as quickly as possible. Any stoppage of work required due to delayed response(s) from the Owner may result in increased cost or property damage. Damage caused or made worse due to delayed response(s) by the Owner shall not be charged or levied upon the Contractor for any reason.

If the emergency requires or falls under any overarching requirements that may influence the Services rendered, the Owner is responsible for procuring and notifying the Contractor 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.

**8. Access and Security.** Owner agrees to provide access to the property or Contractor’s employees, agents, subcontractors, and their vehicles and equipment as required to properly perform the Services and, where applicable, to manage the water damage mitigation process

24/7 until complete. Owner will provide areas for secure storage of equipment, materials, and debris and be held responsible for any equipment that comes up missing while inside and/or on their Premises whether secure or not. Should tools or materials disappear from the owner's property, the owner will be charged for the pro-rated cost of replacement. Owner will provide all water, electricity, and other utilities necessary for Contractor to perform the Services. Where onsite utilities are insufficient to effectively perform the Services, the Contractor shall procure the necessary assistance to perform the job and charge Owner for the additional costs. The owner will take all reasonable steps necessary to secure all structures and tools on the property from unauthorized access.

**9. Early Termination.** Owner always has the right to demand that the emergency Services terminate immediately. Therefore, by signing below Owner agrees to the following terms which will trigger automatically upon Owner's decision to Terminate emergency services prematurely against Contractor's best judgement or advice.

#### **TERMINATION & RELEASE OF LIABILITY**

- Owner is aware and understands that by terminating the Services prematurely the Company will stop all work on the Premises immediately. As a result, further damage may occur to the Premises and Owner's personal property. Certain Services, such as water mitigation, mold remediation, hazardous substance abatement, as well as heat, air conditioning, ventilation, plumbing, or electrical deficiencies left unresolved may cause extensive and irreparable harm if ceased before completion.

NOTWITHSTANDING THESE RISKS, OWNER ACKNOWLEDGES THAT THEY ARE VOLUNTARILY TERMINATING THE SERVICES OF THE COMPANY WITH FULL KNOWLEDGE OF THE DANGERS INVOLVED AND HEREBY AGREE TO ACCEPT AND ASSUME ALL RISKS OF ILLNESS, PERSONAL INJURY, PSYCHOLOGICAL INJURY, PAIN, SUFFERING, DISABILITY, DEATH, PROPERTY DAMAGE, AND/OR FINANCIAL LOSS ARISING THEREFROM, WHETHER CAUSED BY THE ORDINARY NEGLIGENCE OF THE COMPANY OR OTHERWISE.

- Owner hereby expressly waives and releases all claims, now known or hereafter known, against the Company and its employees, agents, affiliates, successors, and assigns (collectively, "Releasees") on account of personal or psychological injury, illness, pain, suffering, disability, death, property damage, or economic loss arising out of or attributable to Owner's termination of Services, whether arising out of the ordinary negligence of the Company or any Releasees or otherwise. Owner covenants not to make or bring any such claim against the Company or any other Releasee, and forever release and discharge the Company and all other Releasees from liability under such claims.
- Owner shall defend, indemnify, and hold harmless the Company and all other Releasees against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses 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 Company or any other Releasees in a final judgment, arising out of or resulting from any claim of a third party related to Owner's termination of the emergency Services.

- This Emergency Services Agreement and Release of Liability constitutes the sole and entire agreement of the Company and Owner with respect to the subject matter contained herein and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter. If any term or provision of this Release is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term, provision of this Release, invalidate, or render unenforceable such term or provision in any other jurisdiction. This Release is binding on and shall inure to the benefit of the Company and Owner and our respective successors and assigns. All matters arising out of or relating to this Release shall be governed by and construed in accordance with the internal laws of the State of Washington without giving effect to any choice or conflict of law provision or rule (whether of the State of Washington or any other jurisdiction). Any claim or cause of action arising under this Release may be brought only in the federal and state courts located in King County, Washington and I hereby consent to the exclusive jurisdiction of such courts.

Owner shall compensate the Contractor for all fees and markup for material acquired by Contractor, whether or not actually used in providing the Services before stoppage. At the Owner's request, all material so paid for shall be delivered to the Owner in a reasonable time and Manner.

**10. Billing.** Owner has been informed, and agrees, that: (a) Owner is personally responsible for any and all deductible(s), depreciation, work or Services and/or charges not paid by insurance; (b) Contractor's Invoices that are not paid by insurance are due from Owner upon receipt after project completion or termination; (c) Owner hereby authorizes and directs the responsible insurance company to make payment directly to Contractor for the Services ; and (d) if Owner's insurance company pays proceeds for the Services directly to Owner as the insured, Owner will immediately forward those insurance proceeds in their entirety to Contractor. Interest at the highest rate allowed under law will be charged on any unpaid balance after twenty (20) days of the date of invoice. Owner agrees to pay all collection costs, collection agency commissions, attorneys' fees, expert fees, court costs and arbitration costs incurred by Contractor 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.

**11. Limit of Liability.** Contractor's liability is limited to the total amount paid for the Services as completed. Owner agrees to release, hold harmless, defend (pay attorneys' fees, expert fees, arbitration costs and court costs) and indemnify Contractor from any and all damages, claims or actions that arise from: (a) conditions that pre-existed the specific loss or event Contractor was hired to address; (b) the premature removal of equipment or termination of Services

against Contractor's recommendations; (c) any refusal to allow Contractor to perform any Services or procedures Contractor recommends; and (d) any disappearances of personal property. Problems that may occur in which Contractor will be released, indemnified, defended, and held harmless shall include, but not be limited to, mold, bacteria, structural damage, indoor air quality contamination, and environmental illnesses (including allergies, asthma, and alleged toxic effects).

**I HAVE READ, UNDERSTAND AND AGREE TO ALL CONTRACTUAL TERMS AND CONDITIONS AND I HAVE AUTHORIZED BY AFFIXING MY SIGNATURE ON THE FRONT PAGE OF THIS CONTRACT FOR CONTRACTOR TO PERFORM EMERGENCY SERVICES DESCRIBED THEREIN. I AM THE OWNER OF THE STRUCTURE OR I AM AN AGENT DULY AUTHORIZED TO ENTER THIS AGREEMENT ON BEHALF OF THE OWNER. I UNDERSTAND THAT THE OWNER IS PERSONALLY RESPONSIBLE FOR ANY AND ALL CHARGES, COSTS AND DEDUCTIBLES FOR THE SERVICES NOT COVERED BY INSURANCE.**

**AS OWNER OR AGENT DULY AUTHORIZED, I AM AWARE OF AND IN AGREEMENT WITH THE AFOREMENTIONED.**

## **12. Contractor Obligations and Representations**

Contractor represents that, as of the Effective Date, they carry a surety bond in an amount not less than twelve thousand dollars (\$12,000.00).

The contractor represents that, as of the Effective Date, they carry a general liability insurance policy in the amount of one million dollars (\$1,000,000.00).

The contractor will make reasonable efforts to keep digital copies of all receipts for materials and services purchased. A digital copy of such receipts will be provided to the Owner upon request. Owner acknowledges that there will be times when receipts are mistakenly lost, accidentally destroyed, or otherwise rendered unreadable, and the accuracy and completeness of such receipt records shall not affect the Owner's obligation to pay any invoiced amounts. Where amounts are disputed due to insufficient receipt evidence, the Contractor shall be granted the benefit of the doubt if it is reasonable that the material or service was or could have been procured or used for the client's benefit during the emergency.

The contractor shall furnish all labor and material, including third party services required to complete the Services. Approval of the engagement of third-party services shall be considered automatic and granted by the Owner.

## **13. Owner Obligations**

The Owner shall be responsible for procuring all permits, licenses, and/or other permissions required for Contractor to render Services ("Permissions"). Should Permissions be required by any governing body, and the Owner elects not to procure them, and the Contractor is penalized for not having the proper Permissions, the Owner shall be responsible for paying all associated fines/fees/levies against the Contractor for failure to procure.

Owner shall ensure that there is adequate access and parking to allow Contractor 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 Contractor is unable to efficiently deliver materials and tools to the Jobsite.

#### **14. General Work Area and Hazard Containment**

Where physically possible, the Owner and their visitors/guests/family/pets agree to refrain from traversing, passing through, entering, or disturbing the general work area of the Contractor except when accompanied by the Contractor at the beginning and end of the workday for inspection purposes only. The general work area shall be marked by one or more of the following: cones, hazard tape, extension cords, walls/partitions, the presence of tools/equipment, demolished material/structure, or hazards such as sewage or standing water. Where the general work area is difficult to ascertain, the Owner shall request that the Contractor make it clear what area is not to be disturbed. In situations where the Owner needs to enter or traverse the general work area, the Owner shall be responsible for supplying and wearing the appropriate boots and other safety apparel/gear and shall hold the Contractor harmless for any injury incurred while within the general work area except during the approved inspection times when accompanied by the Contractor. Due to the nature of the Services, the Contractor 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. The Owner shall refrain from entering these contained areas marked as hazardous for any reason whatsoever, and for as much time as is needed at the Contractor's sole discretion, to bring the affected area back to a reasonably safe working condition common to the general work area. Inspections of contained, hazardous work areas are not to be performed by anyone other than the Contractor, their approved subcontractors, or 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 constitutes a breach of this service Agreement, and a complete release of liability by the Client for the Contractor and may lead to the immediate early termination of services.

#### **15. Occupant Hazard Notification & Confirmation Receipt**

By approving this emergency service agreement, 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 may need to be performed in or on my dwelling unit after the emergency service has been completed. I received these pamphlets 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)

## **16. Notice of Right to Claim a Lien**

NOTICE TO OWNER IMPORTANT: READ THIS SECTION CAREFULLY. PROTECT YOURSELF FROM PAYING TWICE. This Notice is intended for all Services provided by Chore-ology LLC to Owner, including emergency services. The Services are to be conducted at the owner provided address listed below. We intend to provide professional services, materials, and/or equipment for the preservation of your property due to a bona fide emergency. In the event you fail to pay us after services have been rendered, we may file a lien against your property to recover the amounts owed. 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. 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.

## **17. Payment Terms**

The owner agrees to make payment in full within 20 days of project completion or within 24 hours of receipt of any insurance check or draft related to this claim. If applicable, Owner hereby authorizes owner's Insurance Company to pay Contractor directly for services performed and/or to include the name of Chore-ology LLC, on the face of any check or draft for payment. Owner understands and agrees that Owner shall be personally responsible for promptly paying Contractor for all portions of the emergency damage mitigation, cleaning, restoration, and/or construction work, which is not covered by Owner's Insurance Company, whether lack of coverage is due to depreciation or any other uninsured charges or costs. Owner also understands that Owner will be responsible for Owner's insurance deductible. Please make payment to Chore-ology LLC C/O Mathew & Anastasia Woolsey and send to 2811 75th PI. SE #203, Mercer Island, WA 98040.

## **18. 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 mediation. In the event such mediation does not resolve the Dispute, such Dispute shall be settled by arbitration administered by the American Arbitration Association in accordance with its Consumer Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. All mediation and arbitration shall be held in King County, Washington.

## **19. 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 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.

## **20. Promotional Rights**

Service Provider shall have the right to create and use any materials, drawings, renderings, or photographs of the completed project as promotional materials for the Service Provider's business. The Service Provider shall be obliged to remove the Client's name, address, and phone number from these materials prior to use in publication for promotional purposes.

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

This Agreement and all documents or agreements that flow from it shall be construed pursuant to the laws of the State of Washington, excluding the conflicts of law's provisions. Any litigation arising out of or relating to the Agreement shall be heard in District Court in King County, Washington, unless another location is mutually agreed upon by the parties. Each party hereby irrevocably waives its rights to trial by jury in any litigation arising out of this agreement or the transactions relating to its subject matter.

## **22. 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 Customer under this Agreement or prepared by or on behalf of Service Provider in the course of performing the Services, including any items identified as such in the Order Confirmation (collectively, the "Deliverables") [except for any Confidential Information of Customer or Customer materials] shall be owned by Service Provider. Service Provider hereby grants Customer a license to use all Intellectual Property Rights free of additional charge and on a non-exclusive, worldwide, non-transferable, non-sublicensable, fully paid-up, royalty-free, and perpetual basis to the extent necessary to enable Customer to make reasonable use of the Deliverables and the Services.

### **23. Confidential Information.**

(a) 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 Customer without the prior written consent of Service Provider. Confidential Information does not include information that is:

(i) in the public domain.

(ii) known to Customer at the time of disclosure; or

(iii) rightfully obtained by Customer on a non-confidential basis from a third party.

(b) Customer agrees to use the Confidential Information only to make use of the Services and Deliverables.

(c) Service Provider shall be entitled to injunctive relief for any violation of this Section.

### **24. 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, provision of this Agreement, invalidate, or render unenforceable such term or provision in any other jurisdiction.

### **25. 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.

"Owner's" or "Agent's" Full Legal Name

"Owner's" or "Agent's" Phone Number

"Owner's" or "Agent's" Email

"Premises" or Service Address

Billing Address If Different From "Premises"

I ("Owner" or "Agent" duly authorized), hereby acknowledge that I have read, understood, and agreed to the above conditions of emergency service. I further agree that my name, as typed here, shall be considered equal to my real, handwritten signature in the eyes of the law.