



MOLD911

Mold Remediation – Inspections – Testing

3315 E 39th Street, Tulsa, OK 74135

888-665-3405 405-805-6644 819-770-4888

www.MOLD911OK.com

2-Year Limited Warranty for Services and Agreement

By accepting MOLD911's Estimate, you enter into a Contract for Services bound by our 2-Year Limited Warranty below. This warranty gives you specific legal rights, and you may also have other rights which vary from state to state.

What is Covered by our Limited Warranty

Mold911 provides mold inspection and remediation services. By signing this document, you hereby enter into this contractual agreement (the "Agreement") with Mold911, pursuant to which Mold911 shall perform the services outlined in the provided Contract for Services. The Contract for Services is part of this Agreement. In the case of a mold inspection, Mold911 shall take accurate samples, forward them to an experienced and knowledgeable laboratory, help you interpret the results, and make certain recommendations based on its ability and knowledge. In the case of a mold remediation, Mold911 shall remove and treat the problem according to industry standards. Mold911 shall return the treated area to normal levels of mold spore count, approximate to the outside "fresh" air. We agree that it is impossible for Mold911 to completely remove all microscopic mold spores in the area, as mold is a part of our natural environment and low levels of mold are always present in the air we breathe.

a. Exclusive Remedy

If you are not satisfied with Mold911's work, Mold911 will re-perform its services and remediate your property to accepted industry standards at Mold911's expense. This is your sole and exclusive remedy under this Agreement or otherwise. At Mold911's option, Mold911 may refund the amounts you actually paid to Mold911 as an exclusive remedy of monetary damages.

b. How long does the limited warranty last?

This limited warranty lasts for TWO YEARS from the date Mold911 completes its work at your property.

c. How do I claim warranty relief?

In the event that you believe that you are entitled to warranty relief under this Agreement or otherwise, you should contact your local Mold911 representative, or call 888-665-3405.

What is Not Covered by our Limited Warranty

Mold911 is responsible only for the services outlined in the Contract for Services provided to you. Mold911 is not responsible or liable for the non-discovery of any water damage, water infiltration, mold contamination or other condition at your property or any other problem which may occur or become evident after Mold911 has completed its work at your property. Mold911



MOLD911

Mold Remediation – Inspections – Testing

3315 E 39th Street, Tulsa, OK 74135

888-665-3405 405-805-6644 819-770-4888

www.MOLD911OK.com

is neither an insurer nor guarantor against water, mold or other problems that may occur at your property. Mold911 assumes no responsibility for the cost of repairing any water problems or any other conditions associated with mold growth. That is your sole responsibility. Mold911 is not responsible or liable for any future water or mold problems or any future failures or repairs at your property not caused by Mold911's work or services.

By signing this Agreement, you understand that even if the mold problem diagnosed by Mold911 is remediated, it is possible that the mold could return if you do not take active steps to keep the problem area dry and well-ventilated. Mold911 will advise you as to the proper steps to keep the area at a normal mold spore count, but you understand that it is solely your responsibility to perform these actions and Mold911 cannot be responsible for remediating the mold again if you fail to take these actions.

Mold911 agrees to remediate your mold problem(s) as set forth in this Agreement, but makes no guarantees and shall not be held accountable for your health or the health of anyone who resides or spends time at your property. You understand that you should consult a medical professional if you experience health problems or have any medical issues or concerns.

Warranty Disclaimer

Mold911 MAKES NO WARRANTIES OTHER THAN THE LIMITED WARRANTY FOR SERVICES SET FORTH ABOVE. PRODUCTS AND GOODS ARE SOLD OR PROVIDED "AS IS." Mold911 SHALL NOT BE RESPONSIBLE FOR ANY IMPLIED WARRANTIES WHATSOEVER, INCLUDING THE WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

Limitation of Liability

Except for the express limited warranty set forth above, or any implied warranties mandated under applicable law, Mold911 makes no express or implied representations in this Agreement or otherwise. Any warranty redemption for any express or implied warranties shall be limited in duration to the five-year warranty period set forth in this Agreement only. As some states do not allow limitations on how long an implied warranty lasts, the above limitation may not apply to you.

To the fullest extent permitted by law, Mold911 shall not be liable for indirect, special, incidental or consequential damages arising under this Agreement or otherwise with respect to the provision of services, including any lost revenues or profits, or other consequential or incidental damages, regardless of the theory by which any claim may be based, including any tort or statutory causes of action. Notwithstanding the term of any limited or implied warranty, or in the event that any limited warranty provided to you fails of its essential purpose, in no event will Mold911's entire liability to you exceed the amount you actually paid for the services subject to



MOLD911

Mold Remediation – Inspections – Testing

3315 E 39th Street, Tulsa, OK 74135

888-665-3405 405-805-6644 819-770-4888

www.MOLD911OK.com

this Agreement, or any defective or nonconforming portion thereof, whichever is the lesser amount. As some states do not allow the exclusion or limitation of incidental or consequential damages, the above limitation may not apply to you.

Arbitration & Venue

Any controversy, claim (statutory or otherwise), cause of action or other dispute among the parties, whether or not arising out of or relating to this Agreement, or the breach, termination, enforcement, interpretation or validity thereof, shall be resolved by binding arbitration before a sole, neutral arbitrator. The arbitration shall be administered by JAMS pursuant to JAMS' Streamlined Arbitration Rules and Procedures. The arbitration shall exclusively be governed by the Federal Arbitration Act, 9 USC § 1-16, and judgment upon the award rendered by the arbitrator may be entered by any court having jurisdiction thereof. This clause shall not preclude the parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction or from seeking remedies in small claims court for disputes or claims within the scope of its jurisdiction. The parties shall make reasonable efforts prior to submitting any claim or dispute to arbitration to resolve the matters through mediation. The arbitrator shall determine the rights and obligations of the parties according to the substantive law of the State of Illinois and the express terms of this Agreement. Face-to-face arbitration proceedings held pursuant to this Agreement shall be conducted at a location which is reasonably convenient to both parties with due consideration of their ability to travel and other pertinent circumstances. If the parties are unable to agree on a location, the determination should be made by JAMS or by the arbitrator. The parties waive the right to arbitrate claims on a class action basis. The arbitrator shall not be empowered to grant punitive or exemplary damages or any damages in excess of those damages permitted or limited under the express terms of this Agreement. The substantially prevailing party shall be entitled to recover their attorneys' fees and costs.

Controlling Law

This Agreement and any claims and disputes between the parties shall be governed by and subject to the internal laws (exclusive of the conflicts of law provisions) and decisions of the courts of the State of Illinois.

If any provision of this Agreement is held illegal or unenforceable, such provision shall be severed and shall be inoperative, and, provided that the fundamental terms and conditions of this Agreement remain legal and enforceable, the remainder of this Agreement shall remain operative and binding on the parties.

Entire Agreement



MOLD911

Mold Remediation – Inspections – Testing

3315 E 39th Street, Tulsa, OK 74135

888-665-3405 405-805-6644 819-770-4888

www.MOLD911OK.com

This Agreement constitutes the entire agreement between the parties with respect to its subject matter and constitutes and supersedes all prior agreements, representations and understandings of the parties, written or oral.

Having fully understood this Agreement, I hereby authorize Mold911 to perform the inspection/remediation of the subject property.

Subject Property Address: _____

Mold911 Representative Signature: _____

Client Signature: _____

Date: _____