

## **Watts Works LLC dba Pure Maintenance of Oregon. TERMS AND CONDITIONS AGREEMENT**

THIS AGREEMENT is made on the date of this invoice BETWEEN the Client ("Buyer or Property Owner/Manager") and Watts Works LLC dba Pure Maintenance of Oregon. or its Independent Contractor, Service Provider ("Service Provider"), collectively referred to as the "Parties".

RECITALS: Buyer wishes to be provided with the Services (defined below) by Service Provider and Service Provider agrees to provide the services to Buyer on the terms and conditions of this Agreement.

DISCLAIMER: Mold occurs naturally everywhere, both indoors and outdoors. Any presence of moisture will almost certainly result in mold or mildew growth. Service Provider is not responsible or liable in any fashion for the past, present, or future mold or mildew growth. The presence of moisture will stop and/or void any work, warranty of Service Provider until resolved by Property Owner/Manager. Buyer acknowledges that moisture damage occurring before, after, or during mitigation and/or when Service Provider attempts to mitigate contents which were affected, moisture, damaged, permanently discolored, faded, and/or bleached areas might remain even though Service Provider covenants to use every diligent effort and means available to rectify. Buyer understands that there is no warranty in circumstances where property or items could have been restored to a dried condition prior to the service but Buyer refused to do so. In the case of post-treatments where moisture is found, and when demolition, dry-outs, or uncovering mold-infested areas are not performed by either party for any reason, and/or the treatment was unsuccessful, Service Provider is not liable for any damages and is limited only to the applicable warranty terms offered by Service Provider or maximum amount paid by Buyer to Service Provider. "Watts Works LLC dba Pure Maintenance of Oregon." claims by Service Provider are not applicable in all cases. While Service Provider provides diligent efforts to penetrate covered cavities in the home or business, certain cases will require demolition or removal of materials to uncover unseen issues. Each situation may be obvious while most are not. The Property Owner/Manager is responsible and advised by Service Provider that demolition or removal of certain materials may be REQUIRED to fully resolve serious incidents of mold or mildew growth. Description of work to be performed may be incomplete or insufficient to resolve all situations and Service Provider shall work to resolve any such circumstances diligently. However, Service Provider shall be held harmless and not liable for any deficiencies.

INSPECTION & TESTING DISCLAIMER: Buyer has been advised to obtain their own 3rd party inspection and/or testing for both before, and after any treatment, from a neutral certified provider that is not affiliated with Service Provider or Buyer as this may be considered a conflict of interest. Any inspection by Service Provider, whether free or paid for is not comprehensive and only limited to the information and visual aspects provided by Buyer. Hidden or subsequent issues may exist which are not likely to be discovered within the scope of our investigation and

should not be relied upon as exhaustive or inclusive in any circumstance. Buyer fully understands this and therefore does not rely on Service Provider's assessment or test results for validation or certification. Buyer further agrees to hold Service Provider harmless from any claims or liability resulting from any type of inspection or testing. For internal unofficial testing, Service Provider shall collect samples with devices and supplies certified for use and testing by the certified testing third party laboratory ("Lab"). Service Provider does not make any claims, certifications, or warranties of any testing outside of collecting a usable sample to be delivered to and results provided by the 3rd party Lab. Service Provider and the Lab are not affiliated nor connected in any fashion. The results provided are direct from the Lab which we forward to Buyer. If Buyer, any authority, or entity requesting or requiring an entirely separate and independent certified test(s), that is at the sole discretion and responsibility of Buyer at Buyer's own expense. Any dispute arising from tests provided by Service Provider are resolved and limited only to the amount paid for the testing itself. A refund of the testing fee is the only remedy accepted for resolution by Buyer.

## 1. Key Terms

### 1.1 Services

a. Service Provider shall provide the following services ("Services") to Buyer in accordance with the terms and conditions of this Agreement: 1) Mold Testing, Mold Inspection, and Recommendations, 2) Remediation of Mold and Odors related to Mold, and 3) Prevention of Mold Growth on Surfaces.

b. Service Provider and all technicians are fully trained to perform air quality tests (Spore Trap), air culture tests (ViaCell), swab tests, tape tests, and ERMI tests. Service Provider and all technicians follow all protocols and industry standards for inspecting buildings for mold and performing mold testing.

These tests are marked and labeled along with a Chain of Custody form and sent to a reputable 3rd Party Lab (EM Labs P&K) for analyzation. The lab test reports are then created by professionals at the lab and distributed back to Service Provider after which they are emailed to Buyer with recommendations from a Certified Mold Remediation Contractor (Service Provider). Then, the Service Provider will call the Buyer to review the Mold Report findings over the phone and answer any questions the Buyer may have with the Mold Report. Lastly, the Service Provider will go over next steps with the Buyer to move forward with the Mold Remediation and Protection Process – if the test results warrant that.

c. The Watts Works LLC dba Pure Maintenance of Oregon (Service Provider's Licensor) patented Dry Fogging system provides advanced technology and highly effective solutions for mold and odor related to mold remediation. The first step of the Dry Fog process will neutralize/denature mold and odors related to mold in the building/facility environment and on all contents. The second step will apply a microscopic sprayed protectant on all surfaces and contents ensuring anti-fungal protection for at least one-year as long as any new water issues are resolved quickly and thoroughly.

## 1.2 Scope of Work / Delivery of the Services

a. Scope of work: Service Provider will provide testing services to detect mold types and levels then remediation services to neutralize, or denature living mold and fungal growth. No other services will be rendered unless allowed by state law with approval from the Property Owner/Manager. Any 3rd party contractor which provides other services not described here is not to be considered an affiliate or subcontractor of Service Provider. Service Provider is not a licensed contractor in the field of construction services and does not provide any services requiring a specific professional state license. Any removal of construction materials is strictly the Property Owner/Manager's responsibility and disposal of any materials by Service Provider is granted full permission to act on the Property Owner/Manager's behalf to remove and dispose of such items.

b. The presence of moisture past, present, or future will almost certainly result in mold growth that won't resolve itself. Therefore, no warranty of services provided by Service Provider is included when above normal moisture conditions exist in any form. Any and all warranties, written or not, are void if moisture levels are found to be above normal within the subject property after the levels were shown to be normal before the treatment began.

c. Start date: Service Provider shall commence the provision of the Services on the scheduled or any date when entry is granted and work begins.

## 1.3 Site Access & Limitation of Liability

Service Provider shall provide the Services at Buyer's place of occupancy and Buyer further agrees they are the legal occupant or authorized representative to the property and authorized to grant access and permit work to be completed. Service Provider is not liable for loss or any damages of any sort and the Property Owner/Manager or Representative takes full responsibility for any and all property both real and personal. Liability of any type of claim towards Service Provider is limited to the total invoice amount paid and nothing more. Buyer is responsible for their own attorney or mediation costs in any such circumstance.

## 1.4 Price

a. As consideration for the provision of the Services by Service Provider, the price for the provision of the Services is contained within this invoice and deemed approved by Buyer prior to arrival by Service Provider.

## 1.5 Payment

a. Buyer agrees to pay the price in full to Service Provider upon start of service by Service Provider, or other predetermined written terms specified in the invoice or other agreed terms not to exceed 30 days.

b. The method of payment of the price by Buyer to Service Provider shall be by:

i. Cash, Check, or PayPal in person or sent to the invoice address or corporate address:

ii. Wire transfer through a specified bank account:

iii. Credit card payment through PayPal, or Service Provider's Merchant of choice.

c. Any charges payable under this Agreement are exclusive of any applicable taxes, tariff surcharges or other like amounts assessed by any governmental entity arising as a result of the provision of the Services by Service Provider to Buyer under this Agreement and such shall be payable by Buyer to Service Provider in addition to all other charges payable hereunder.

d. Failure to pay on time as specified herein shall incur late fees and interest at the maximum allowable rates per State Law for which Buyer or property is located.

e. Buyer agrees to pay a \$200 change order fee if any scheduling changes are made within 48-business hours of the pre-scheduled appointment approved by Buyer.

## 2. General Terms

### 2.1 Document Ownership / Intellectual Property Rights

a. Service Provider holds exclusive ("IP") rights to the product and services provided. Buyer is not permitted to use, copy, disclose, share, or modify any elements of the IP without the express written consent of Service Provider. All documents shall remain the property of Service Provider and are not to be used by Buyer without the written consent of the Contractor.

b. Contractor vests in Buyer a limited irrevocable license to use the documents and work product in connection with Buyer's occupancy, operation, and repair of the Work/Project, and Service Provider shall provide Buyer with a copy of the documents related to the Work/Project.

### 2.2 Warranty and Certificate

a. Service Provider represents and warrants Mold Services (no new mold contamination will occur in the living/working spaces) for a period of one-year ONLY when, moisture levels are normal, the living/working spaces in the entire home or business are treated, both steps of the two-step process are used, and the invoice is paid in full within 30 days of the dated invoice. Payments received after 30 days are considered a forfeiture of the Warranty offered and are at the discretion of Service Provider. The Warranty is fully transferrable. Crawl Spaces, Attics, and Garages are not covered by this warranty because of possible large amounts of outside air in these areas affecting test results. Spot treatments or treatments which do not involve the entire home or business including HVAC system and ductwork (if present) are not warranted unless otherwise noted. Warranty term is one-year from the date listed on the invoice. Warranty is void if additional water is introduced to premises, i.e., groundwater, broken pipe, appliance leak, roof leak, etc. or if any past, present, or future water issues have not been or are not repaired. Warranty is void if kitchens and bathrooms are not properly vented and if sink, tub, and shower tile grout and caulking are not repaired and maintained resulting in water penetrating behind them into the wall or floor creating mold growth. Warranty is also void if a current leak or water issue is not completely repaired and dried out below 30% humidity content before Service Provider completes mold remediation treatment. Service Provider is a Certified Mold Inspector and a Certified Mold Remediation Contractor.

b. After mold remediation service is completed and before the Service Provider leaves, mold samples will be collected and sent in to a third-party lab for detailed analysis. Test results failing to show hidden mold in the living/working space is always a possibility. Once Service Provider receives the email of the detailed reports from the third-party lab, Service Provider will forward them by email to Client. If the lab report shows no growth of mold collected, or mold levels are lower inside the living/working space compared to outside levels, a One-Year Warranty will be emailed to Client. If, in the rare event, the lab test report yields a result of mold growth on a ViaCell lab report or yields a result of mold levels that are higher inside the living/working space than outside on Spore Trap lab report, Service Provider will re-inspect for moisture and if moisture above 30% is not found the Service Provider will re-treat and re-test the living/working space at no charge. If after the re-treatment and re-testing, the lab test results still show results listed above, 100% of the original cost of the treatment will be refunded to Client by Service Provider.

c. If this Warranty is executed within one-year from the date listed on the Warranty because visible mold has returned or if the Warranty Holder suspects mold has returned, Service Provider reserves the right to re-inspect the property for moisture and if moisture above 30% is not found then mold samples will be taken in the living or working space. The Warranty holder is liable for covering the cost for the mold testing associated with executing this document. If, in the rare event, the lab test report yields a result of mold growth on a ViaCell lab report or yields a result of mold levels that are higher inside the living/working space than outside on Spore Trap lab report, Service Provider will re-inspect for moisture and if moisture above 30% is not found the Service Provider will refund the cost of the mold testing and re-treat and re-test the same living/working space area that was previously treated and tested at no charge. If after this re-treatment and re-testing, the lab test report yields a result of mold growth on a ViaCell lab report or yields a result of mold levels that are higher inside the living/working space than outside on Spore Trap lab report, Service Provider will refund 100% of the cost of the original treatment to Warranty Holder.

### 2.3 Limitation of Liability

a. Subject to Buyer's obligation to pay the price to Service Provider, either party's liability in contract, tort or otherwise (including negligence) arising directly out of or in connection with this service performed, the performance, or observance of its obligations under this Agreement and every applicable part of it shall be limited in aggregate to the price.

b. To the extent it is lawful to exclude the following heads of loss and subject to Buyer's obligation to pay the price, in no event shall either party be liable for any loss of profits, goodwill, loss of business, loss of data, or any other indirect or consequential loss or damage whatsoever.

c. Nothing in this Clause (2.3) will serve to limit or exclude either Party's liability for any type of loss including physical damage, death, or personal injury arising from its own negligence.

#### 2.4 Hazardous Substances

Service Provider takes no responsibility for toxic, hazardous, or other dangerous substances that may be

found on the site, even though those substances are not known to be present. Those substances and

associated obligations are the responsibility of the Property Owner/Manager.

#### 2.5 Subsurface Structures

Service Provider takes no responsibility for sub-surfaces that may have been damaged or defective prior

to arrival. These items include but are not limited to; joists, studs, frames, subflooring, pillars, footings,

insulation, electrical, plumbing, heating, air conditioning, drains, backer boards, drywall, cement, vapor

barrier, sheeting, plywood, plaster, steel, fiberglass, ductwork. Whether or not those sub-surfaces were

known to be damaged or not by the Property Owner/Manager. Those surfaces and associated obligations are the responsibility of the Property Owner/Manager.

#### 2.6 Term and Termination

a. This Agreement shall be effective on the date hereof and shall continue unless terminated sooner.

b. Any termination of this Agreement (howsoever occasioned) shall not affect any accrued rights or

liabilities of either party nor shall it affect the coming into force or the continuance in force of any provision hereof which is expressly or by implication intended to come into or continue in force on or

after such termination.

#### 2.7 Confidentiality

Neither Party will use, copy, adapt, alter, nor part with possession of any information of the other which

is disclosed or otherwise comes into its possession under or in relation to this Agreement and which is of

a confidential nature. This obligation will not apply to information which the recipient can prove was in

its possession at the date it was received or obtained or which the recipient obtains from some other

person with good legal title to it or which is in or comes into the public domain otherwise than through the default or negligence of the recipient or which is independently developed by or for the recipient.

## 2.8 Notices

Any notice which may be given by a Party under this Agreement shall be deemed to have been duly delivered if delivered by hand, first-class post, facsimile transmission, or electronic mail to the address of the other Party as specified in this Agreement or any other address notified in writing to the other Party.

## 2.9 Miscellaneous

a. The failure of either party to enforce its rights under this Agreement at any time for any period shall

not be construed as a waiver of such rights.

b. If any part, term, or provision of this Agreement is held to be illegal or unenforceable neither the validity nor enforceability of the remainder of this Agreement shall be affected.

c. Neither Party shall assign or transfer all or any part of its rights under this Agreement without the consent of the other Party.

d. This Agreement may not be amended for any other reason without the prior written agreement of both Parties.

e. This Agreement constitutes the entire understanding between the Parties relating to the subject matter hereof unless any representation or warranty made about this Agreement was made fraudulently and, save as may be expressly referred to or referenced herein, supersedes all prior representations, writings, negotiations, or understandings with respect thereto.

f. Neither Party shall be liable for failure to perform or delay in performing any obligation under this Agreement if the failure or delay is caused by any circumstances beyond its reasonable control, including but not limited to acts of God, war, civil commotion, or industrial dispute. If such delay or failure continues for at least 7 days, the Party not affected by such delay or failure shall be entitled to

terminate this Agreement by notice in writing to the other.

g. This Clause and Agreement shall survive any termination or expiration.

h. This Agreement shall be governed by the laws of the jurisdiction in which Buyer is located (or if Buyer is based in more than one state or country, the country in which its headquarters are located) (the

"Territory") and the parties agree to submit disputes arising out of or in connection with this Agreement

to the non-exclusive of the courts in the territory.

i. Service Provider is licensed, bonded, and insured in the State of California.

AS WITNESS the hands of the Parties hereto or their duly authorized representatives the day and year

associated with the Estimate or Invoice that this document is attached to.

This document is legally valid when estimates and invoices that are associated with this document are

either electronically approved or signed by Buyer.

This document was last updated on September 26, 2023.