

#### GENERAL SERVICE AGREEMENT

# CLIENT INFORMATION

Invoice #:
Date of Treatment:
Client Name:
Client Email:
Property Address:
Scope of Work:

**Mold + Baffle Total:** 

#### **OUR PROPRIETARY MOLD REMEDIATION**

- Stage and Prep equipment and Products.
- Set up and run best-in-class Blueair HEPASilent Smart Air Cleaner and Air Purifier.
- Treat attic/basement/crawl space mold with our unique proprietary product that kills mold on contact and is a long-lasting sealant.
- Proprietary three-step process that uses three different methods of application that reaches all areas, including the most difficult to reach that other companies can't.
- Botanical Antimicrobial Cleaner (BAC) applied to knock down spores and deodorize.
- 10 Year Warranty: If mold returns, we will retreat at no charge if source of mold, i.e. uncovered sump pit, was removed prior to treatment.

\*Please note, on rare occasions, source of mold may have been behind/absorbed by drywall, etc. which is beyond scope of our regular remediation process. Source of mold must be removed, i.e. sump pit must be sealed/covered, attic ventilation must be adequate. Client, at an additional cost, may have to call a qualified professional to replace drywall.

Mold Remediation Total:	
Baffle Installation Total (If Applicable):	



#### THIS GENERAL SERVICE AGREEMENT (the "Agreement") BETWEEN:

(the "Client")

# - AND -

CleanAirRestoration.net of 35 Norfolk Ave, Clarendon Hills, IL 60514, USA (the "Contractor").

#### **BACKGROUND:**

- A. The Client is of the opinion that the Contractor has the necessary qualifications, experience and abilities to provide services to the Client.
- B. The Contractor is agreeable to providing such services to the Client on the terms and conditions set out in this Agreement.

**IN CONSIDERATION OF** the matters described above and of the mutual benefits and obligations set forth in this Agreement, the receipt and sufficiency of which consideration is hereby acknowledged, the Client and the Contractor (individually the "Party" and collectively the "Parties" to this Agreement) agree as follows:

## Services Provided

- 1. The Client hereby agrees to engage the Contractor to provide the Client with services (the "Services") consisting of:
- 2. The Services will also include any other tasks which the Parties may agree on. The Contractor hereby agrees to provide such Services to the Client.

# Term of Agreement

- 3. The term of this Agreement (the "Term") will begin on the date of this Agreement and will remain in full force and effect until , subject to earlier termination as provided in this Agreement. The Term of this Agreement may be extended by mutual written agreement of the Parties.
- 4. In the event that either Party wishes to terminate this Agreement prior to that Party will be required to provide at least 3 days' notice to the other Party.

#### Performance

5. The Parties agree to do everything necessary to ensure that the terms of this Agreement take effect.

## Currency

6. Except as otherwise provided in this Agreement, all monetary amounts referred to in this Agreement are in US Dollars.

## Compensation

- 7. For the services rendered by the Contractor as required by this Agreement, the Client will provide compensation (the "Compensation") to the Contractor for the flat fee of:
- 8. The Compensation will be payable, while this Agreement is in force, according to the following payment terms:
- 9. The Compensation as stated in this Agreement does not include sales tax, or other applicable duties as may be required by law. Any sales tax and duties required by law will be charged to the Client in addition to the Compensation.

#### Reimbursement of Expenses

10. The Contractor will not be reimbursed for expenses incurred by the Contractor in connection with providing the Services of this Agreement.

# Ownership of Materials and Intellectual Property

- 11. All intellectual property and related materials (the "Intellectual Property") including any related work in progress that is developed or produced under this Agreement, will be the property of the Contractor. The Client is granted a non-exclusive limited-use license of this Intellectual Property.
- 12. Title, copyright, intellectual property rights and distribution rights of the Intellectual Property remain exclusively with the Contractor.

# Return of Property

13. Upon the expiry or termination of this Agreement, the Contractor will return to the Client any property, documentation, records, or Confidential Information which is the property of the Client.

## Capacity/Independent Contractor

14. In providing the Services under this Agreement it is expressly agreed that the Contractor is acting as an independent contractor and not as an employee. The Contractor and the Client acknowledge that this Agreement does not create a partnership or joint venture between them, and is exclusively a contract for service.

#### Notice

15. All notices, requests, demands or other communications required or permitted by the terms of this Agreement will be given in writing and delivered to the Parties of this Agreement as follows:

a.

b. CleanAirRestoration.net

35 Norfolk Ave, Clarendon Hills, IL 60514, USA

or to such other address as any Party may from time to time notify the other.

## Indemnification

16. Except to the extent paid in settlement from any applicable insurance policies, and to the extent permitted by applicable law, each Party agrees to indemnify and hold harmless the other Party, and its respective affiliates, officers, agents, employees, and permitted successors and assigns

against any and all claims, losses, damages, liabilities, penalties, punitive damages, expenses, reasonable legal fees and costs of any kind or amount whatsoever, which result from or arise out of any act or omission of the indemnifying party, its respective affiliates, officers, agents, employees, and permitted successors and assigns that occurs in connection with this Agreement. This indemnification will survive the termination of this Agreement.

## Insurance

17. The Contractor will be required to maintain general liability insurance including coverage for bodily injury and property damage at a level that would be considered reasonable in the industry of the Contractor based on the risk associated with the characteristics of this Agreement and only to the extent permitted by law. All insurance policies will remain materially unchanged for the duration of this Agreement.

# Legal Expenses

18. In the event that legal action is brought to enforce or interpret any term of this Agreement, the prevailing Party will be entitled to recover, in addition to any other damages or award, all reasonable legal costs and fees associated with the action.

# Modification of Agreement

19. Any amendment or modification of this Agreement or additional obligation assumed by either Party in connection with this Agreement will only be binding if evidenced in writing signed by each Party or an authorized representative of each Party.

#### Time of the Essence

20. Time is of the essence in this Agreement. No extension or variation of this Agreement will operate as a waiver of this provision.

#### Assignment

21. The Contractor will not voluntarily, or by operation of law, assign or otherwise transfer its obligations under this Agreement without the prior written consent of the Client.

#### Entire Agreement

22. It is agreed that there is no representation, warranty, collateral agreement or condition affecting this Agreement except as expressly provided in this Agreement.

#### Enurement

23. This Agreement will enure to the benefit of and be binding on the Parties and their respective heirs, executors, administrators, successors and permitted assigns.

## Titles/Headings

24. Headings are inserted for the convenience of the Parties only and are not to be considered when interpreting this Agreement.

#### Gender

25. Words in the singular mean and include the plural and vice versa. Words in the masculine mean and include the feminine and vice versa.

## Governing Law

26. It is the intention of the Parties to this Agreement that this Agreement and the performance under this Agreement, and all suits and special proceedings under this Agreement, be construed in accordance with and governed, to the exclusion of the law of any other forum, by the laws of Illinois, without regard to the jurisdiction in which any action or special proceeding may be instituted.

# Severability

27. In the event that any of the provisions of this Agreement are held to be invalid or unenforceable in whole or in part, all other provisions will nevertheless continue to be valid and enforceable with the invalid or unenforceable parts severed from the remainder of this Agreement.

## Waiver

28. The waiver by either Party of a breach, default, delay or omission of any of the provisions of this Agreement by the other Party will not be construed as a waiver of any subsequent breach of the same or other provisions.

IN WITNESS WHEREOF the Parties have duly affixed their signatures under hand and seal on this			
	-		
	CleanAirRestoration.net		
	Per:	_(Seal)	