



(888) 244-YETI

Mold Agreement

Proposal #	35746358
Yeti	Jim McClure (513) 330-1753 jim@yetirestoration.com
Date	07/07/2023

CUSTOMER
1713 Hilltree Drive 07052023 1713 Hilltree Drive Cincinnati, OH, 45255 (513) 515-4434
jacob.lind@cbrealty.com

SERVICE LOCATION
1713 Hilltree Drive Cincinnati, OH, 45255 On site contact: Jacob Lind

DESCRIPTION	Inspection Buyer
--------------------	---------------------

Estimate					
Description	Qty	Rate	Tax	Total	
Mold Remediation - Type One		\$1,000.00			
Visible mold was discovered in two areas of the garage. Most likely these mold growth are due to condensation from HVAC return lines in the wall. Based on this, the recommended protocol is as follows:					
Remove both areas of drywall where mold is present to 24" beyond visible mold growth. HEPA vacuuming and apply anti-microbial to the wall cavities after drywall has been removed to treat any remaining mold spores.					
This protocol assumes the contents in the garage have been moved out prior to our work.					

CUSTOMER MESSAGE
Hopefully we get to work on this together.

\$1,000.00

Mold Remediation Agreement 35746358 - 1713 Hilltree Drive

Payment: Please prepare to make a 50% payment to begin the project. This will lock in your job. With final balance due at the conclusion of the work. If you're not going to be available at the end of the project, please make payment arrangements prior.

Process: Yeti Restoration will work in accordance with the standards given by the IICRC (Institute of Inspection, Cleaning and Restoration Certification) S-520, the EPA (Environmental Protection Agency), and the New York City Department of Health and Mental Hygiene Guidelines on Assessment and Remediation of Fungi in Indoor Environments. Actual activities will depend on our professional opinion, the type of material(s) affected and your exact property conditions. Because your space is unique, some techniques may or may not be necessary for your project.

What is IICRC Condition 1?: Yeti Restoration will deliver you back a treated area at "Condition 1" level. This is an indoor environment that may have settled spores, fungal fragments or traces of actual growth whose identity, location and quantity is reflective of a normal fungal ecology for a similar indoor environment. At your own expense, you may choose to have the achievement of Condition 1 documented by a third party IEP. Such a third party assessment shall include bulk air samples, plus an accredited laboratory analysis. Testing for Condition 1 is not required by Yeti Restoration for this project but, if performed, must be performed in coordination with Yeti Restoration, both before and after remediation work to be referenced.

Damages to Finishes: Urgh... its rare... but sometimes damage may occur to interior finishes (paint, trim) after containment is removed. We will typically build containment systems using 6-mil poly plastic, spring loaded poles, and necessary adhesives. Yeti Restoration cannot be responsible for damages to these finishes, since proper containment is essential to your safe microbial remediation. We will do our best to protect your space.

What We Know Now: This Scope of Work is based upon visual observations at the time of inspection. From time to time, hidden or other damage (water, mold, other) is discovered during the course of work that could expand the scope and / or result in additional charges. We will ask you to agree in writing to any change orders required before beginning work outside of this agreed scope.

Remediation Only: This contract is for investigative demolition and remediation only. It does not include any replacement of the building materials removed during the remediation process, unless specifically detailed in the scope page.

Remediation with Protocol: If a third-party professional protocol exists for your project from an independent Indoor Environmental Professional (IEP), Yeti Restoration will endeavor to follow this protocol as prescribed; using specified equipment, chemicals, and techniques. See addendum.

So You're Not Surprised: In most cases, we will plan to...

1. Construct a localized containment system with negative pressure
2. Close and / or temporarily seal HVAC vents
3. Remove carpeting throughout, if applicable
4. Remove any visibly affected drywall at least 24 inches past visible microbial growth or water damage
5. Remove any exposed porous substrates (insulation, etc.)
6. Seal the demolition debris in disposal bags and remove from site
7. HEPA vacuum the exposed substrates and flat surfaces within the containment areas
8. Physically agitate areas of intense or elevated growth during HEPA vacuuming
9. Clean floor joist and flat surfaces on all exposed sides with an anti-microbial disinfectant solution (if exposed)
10. Clean any and all exposed piping, wiring, and exterior of HVAC ductwork and air handler cabinetry
11. We might want to run HEPA filtered air scrubbers for up to 48 hours under a neutral pressure

Stains: Did you know that many molds contain actual pigments? If necessary, Yeti Restoration will apply a microbial stain-lightener to areas with residual staining from advanced microbial growth. Even after being fully removed, some molds will leave a residual staining after treatment.

Contents (not included unless specifically mentioned in scope): Furnishings, miscellaneous contents, and personal effects within the containment area may be covered with plastic during any demolition and /or removal of interior finishes. During the remediation, these items will be cleaned by HEPA vacuuming and possibly damp wiped with an anti-microbial solution, unless specifically excluded from the scope on the first page. Any soft goods within the containment area may be bagged and transferred to the customer to be washed in hot water, dry cleaned, or discarded.

Contract: This document is a binding Contract between Yeti Restoration and Owner. Upon execution of this Contract, Yeti Restoration will incur both direct and indirect costs associated with this project. In the event of termination of Contract by Owner, Yeti Restoration shall be paid immediately the

greater of (a.) the prorated value of work completed on behalf of the project including any labor, materials, research, supervision, direct overhead, handling, taxes, pick-up, shipping, delivery and cost of capital; or (b.) liquidated damages not to exceed ten percent (10%) of the Contract amount.

While Yeti Restoration is performing the work, Owner shall not enter into a Contract with any other service provider for any other work at the subject property that interferes with Yeti Restoration's ability to perform the work. Yeti Restoration reserves the right to refuse to perform all or part of the scope of work at its sole discretion.

Completion of Work: Yeti Restoration will complete the work as soon as practically possible. However, unless otherwise specified, Yeti Restoration does not agree to guarantee that the work will be completed by or within any particular time. After our work is complete, we will may leave equipment running and on site for up to 48 hours. You agree to pay for any additional time requested in addition to existing costs, at a rate of no less than \$110 per piece, per day.

Schedule of Payments: The amount of deposits and schedule of payments may vary on a job-by-job basis. However, all jobs are due and payable in full upon completion. For any jobs with insurance proceeds, full payment is due and payable within three days of receipt by Owner from the Insurance Company. It is the responsibility of the Owner to make all insurance drafts liquid and available to remit, free and clear of all third party assignments, specifically the mortgage company, immediately upon receipt of said draft.

Credit and Collections: If the customer defaults on any of its payment or obligations to pay under this agreement, Yeti Restoration may exercise one or all of these remedies to recover payment (not intended as an exhaustive list of collections options):

1. File a Mechanics Claim of Lien against the property for the full amount due.
2. Refer collection of payment to an outside collection agency, which will result in the reporting of your non-payment to national Credit Bureaus.
3. Assess interest at the current statutory interest rate on all overdue balances. (Balances are overdue ten days after Yeti Restoration substantially completes the services described).

Let Us In :) You agree to provide Yeti Restoration with safe access to the affected areas during normal business hours (7am - 5pm); although we don't usually plan to be there quite so early, or late.

Limits of Liability: Yeti Restoration limits its responsibility for any and all claims of missing or damaged personal property to an aggregate amount of \$250 per project. We will do our utmost to protect your belongings. Even then, it is your sole responsibility to inspect personal property for damage and document condition prior to and after handling. Owner agrees to report any claims of damages within 72 hours of handling. Any damage claims after 72 hours will not be considered. Yeti Restoration is not responsible for the consequential damages to landscaping, driveways, and walkways, or for damages due to water infiltration or freezing during the course of the work. Yeti Restoration expressly declines any liability for mold, fungus, or microbial proliferation pursuant to, or resulting from our work.

Supervision: Yeti Restoration will provide adequate supervision of the work to ensure quality control, direction and safety. Owner is obligated to be available for on-site discussion during the course of the work, as some items in the scope of work require approval by Owner. In the event Owner is not available for such approval, Owner authorizes Yeti Restoration to make the necessary decisions so as not to delay the project.

We Like Pets, But: Please keep pets at bay. Owner is solely responsible to ensure the safety of both pets and Yeti Restoration staff. This includes provision of power and protection of fish tanks and aquariums, and removal of all animals from work areas. Owner agrees to notify Yeti Restoration of any dangerous animals on or near the property. Despite loving lots of pets, Yeti Restoration assumes no liability for injury, death or loss of pets.

Warranty: Unless provided under separate cover, no warranty exists in connection with Yeti Restoration's mold remediation services. If Yeti Restoration is directed and/or otherwise prevented from completing the work within the prevailing standard of care, we shall not be responsible for any defects that arise. Claims for defective workmanship must be forwarded immediately in writing to Yeti Restoration's office for consideration. Yeti Restoration reserves the exclusive right to resolve any defects within 60 days of receipt of said notice. Yeti Restoration must be provided reasonable and scheduled access to complete the work. No call back repairs will be considered on any account with an outstanding past due balance.

Acknowledgement: - Jim McClure -

Mold Remediation Addendum 35746358 - 1713 Hilltree Drive

Whether you, as a property owner, experience mold growth will depend largely on how you manage and maintain your property. The responsibility of Yeti Restoration, as an Environmental Remediation Contractor, must be limited to things that we can control. As explained in our Terms and Conditions, we will repair or replace defects in our construction (defects defined as a failure to comply with reasonable standards of the type of construction) for a period of one (1) year. Yeti Restoration will not be responsible for any damages caused by mold, or by some other agent, that may be associated with defects in our remediation and/or construction, to include but not be limited to property damage, personal injury, loss of income, emotional distress, death, loss of use, loss of value, and adverse health effects, or any other effects. Any implied warranties, including an implied warranty of workmanlike construction, an implied warranty of fitness for a particular use, are hereby waived and disclaimed.

Acknowledgement: - Jim McClure -

Procurement of An Independent Indoor Environmental Professional (IEP) to perform (a) Pre-Remediation Testing, (b) Post-Remediation Testing and (c) to compile a project specific Remediation Protocol (Work Plan) is strongly recommended and is the responsibility of the property owner. Recommendations for an IEP are available upon request.

I will NOT Procure an IEP