



CUSTOMER AGREEMENT MOLD MITIGATION AND RELATED SERVICES

Note: This contract contains a limitation of liability.

I/We, _____

as the sole owner(s)/resident(s) of the property located at _____

do hereby authorize Steamatic of Southern Nevada ("Business") to perform mold mitigation and related services at the property noted above.

LIMITATION OF LIABILITY: This Limitation of Liability protects the Business from claims associated with mold and other contaminants present in your property before our arrival. Our services are intended to address visible mold contamination in our working areas. We cannot be responsible for mold and other contaminants in other parts of the property or hidden within the structure. **THUS, IN NO EVENT WILL THE BUSINESS, ITS OWNERS, OR ITS FRANCHISOR, STEAMATIC INC., BE RESPONSIBLE FOR ANY LOSSES OR DAMAGES, WHETHER DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL, INCLUDING PERSONAL INJURY OR DEATH, REGARDLESS OF THE LEGAL/EQUITABLE THEORY ASSERTED, OR FOR THIRD PARTY CLAIMS, RESULTING DIRECTLY OR INDIRECTLY FROM, OR IN CONNECTION WITH, ANY ACTIONS OR INACTION OF BUSINESS RELATING TO MOLD MITIGATION SERVICES RENDERED AT THE PROPERTY, INCLUDING ANY PRE-EXISTING CONDITION OF THE PROPERTY, UNLESS SUCH LOSS OR DAMAGE ARISES OUT OF THE GROSS NEGLIGENCE OR INTENTIONAL MISCONDUCT OF BUSINESS (AND IN SUCH CASE BUSINESS AND NOT ITS FRANCHISOR, STEAMATIC INC., SHALL BE LIABLE).** THE MAXIMUM AGGREGATE LIABILITY TO YOU SHALL NOT EXCEED THE AMOUNT PAID BY YOU FOR SERVICES. IT IS EXPRESSLY AGREED THAT THE REMEDY EXPRESSED HEREIN IS THE CUSTOMER'S EXCLUSIVE REMEDY. THE LIMITATIONS HEREIN SHALL APPLY EVEN IF ANY OTHER REMEDIES FAIL THEIR ESSENTIAL PURPOSE. AS SOME JURISDICTIONS DO NOT ALLOW EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, LIABILITY IN SUCH JURISDICTIONS SHALL BE LIMITED TO THE EXTENT PERMITTED BY LAW. If any term or provision of this Agreement shall, in any jurisdiction, be invalid or unenforceable, such term or provision shall be ineffective as to such jurisdiction to the extent of such invalidity or unenforceability without invalidating or rendering unenforceable, such term or provision in any other jurisdiction or the remaining terms and provisions of this agreement other than those as to which it is held invalid or unenforceable.

Customer's Signature

Printed Name

Date