

Mold Remediation Terms and Conditions

TITANIUM LABORATORIES, INC.

249 Satterthwaite Avenue Nutley NJ 07110, Phone/Fax: 877-7 TITANIUM
([1-877-784-8264](tel:1-877-784-8264))

Agreement Terms

1. CHANGES IN THE WORK. Should the OWNER, construction lender, or any public body or inspector direct any modification or addition to the work covered by this contract, the contract price shall be adjusted accordingly.

Modification or addition to the work shall be executed only when both the OWNER and the CONTRACTOR have signed a Contract Change Order. The change in the contract price caused by such Contract Change Order shall be either as agreed to in writing, the CONTRACTOR'S actual cost of all labor, equipment, subcontracts and materials, plus a CONTRACTOR'S fee of twenty-five percent (25%). The Change Order may also increase the time within which the contract is to be completed.

Any Change Order or Extra Work shall be incorporated in, and become a part of the contract. Unless otherwise agreed in writing, payment for changes and extras shall be due and payable upon substantial completion of the extra work or modification. CONTRACTOR shall not be responsible for credits, offsets or back-charges unless both parties agree to the credit, offset or back-charge in advance and in writing.

2. RESPONSIBILITIES OF THE PARTIES. CONTRACTOR shall promptly notify the OWNER of (a) subsurface or latent physical conditions at the site differing materially from those indicated in this contract, or (b) unknown physical conditions differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in this contract. OWNER shall pay for any expense incurred due to such conditions.

The OWNER is responsible to supply water, gas, sewer and electrical utilities

unless otherwise agreed to in writing. Electricity and water to the site is necessary.

OWNER agrees to allow and provide CONTRACTOR and his equipment access to the property and provide toilet facilities.

The OWNER represents and warrants that OWNER has sufficient funds to comply with this agreement. This is a cash transaction unless otherwise specified.

The OWNER is responsible to remove and / or protect any personal property and CONTRACTOR shall not be responsible for any damage to any carpets, drapes, furniture, driveways, lawns, shrubs, and etc. unless due to the sole negligence of CONTRACTOR.

In the event CONTRACTOR encounters concealed physical conditions or conditions which differ materially from those ordinarily found to exist in projects of the character provided for in this Agreement and these concealed or differing site conditions cause an increase in CONTRACTOR'S cost or time required for performance of the work under this Agreement, then CONTRACTOR shall be entitled to additional compensation based upon the additional cost plus twenty-five percent (25%) for CONTRACTOR'S overhead and profit or as otherwise agreed pursuant to a written change order.

OWNER agrees to provide sufficient access to the site to allow CONTRACTOR to complete its work. CONTRACTOR shall only be responsible for maintaining the area in which its work is performed.

3. DELAYS. CONTRACTOR agrees to start and diligently pursue work through to completion, but shall not be responsible for delays for any of the following reasons: acts of neglect or omission of OWNER or OWNER'S employees or OWNER'S agent, acts of God, stormy or inclement weather, strikes, lockouts, boycotts, or other labor union activities, Extra Work ordered by OWNER, acts of public enemy, riots or civil commotion, inability to secure material through regular recognized channels, imposition of government priority or allocation of materials, failure of OWNER to make payments when due, delays caused by inspection or changes ordered by the inspectors of authorized governmental bodies, acts of independent contractors, or holidays, or other causes beyond CONTRACTOR'S reasonable control.

After acceptance of this Agreement, CONTRACTOR shall have a reasonable time in which to make delivery of materials and/or labor to commence and complete the performance of the contract.

4. SUBCONTRACTS. The CONTRACTOR may subcontract portions of this work to properly licensed and qualified subcontractors.

5. DAMAGE TO WORK AREA. If the project is destroyed or damaged by accident, disaster or calamity, such as fire, storm, earthquake, flood, landslide, or by theft or vandalism, any work done by the CONTRACTOR in rebuilding or restoring the project shall be paid by the OWNER as extra work.

OWNER shall obtain and pay for insurance against injury to OWNER'S own employees and persons under OWNER'S direction and persons on the job site at OWNER'S invitation.

6. RIGHT TO STOP WORK. CONTRACTOR shall have the right to stop work if any payment shall not be made, when due, to CONTRACTOR under this agreement. CONTRACTOR may keep the job idle until all payments due are received. This remedy is in addition to any other right or remedy that the CONTRACTOR may have. Such failure to make payment when due, is a material breach of this agreement. OWNER acknowledges that the additional costs for the delay in stopping and starting the project shall be treated as an extra and allow CONTRACTOR additional costs in accordance with paragraph one hereof.

7. CLEAN-UP. CONTRACTOR will remove from OWNER'S property debris and surplus material created by this operation and leave it in a neat and broom clean condition.

8. LIMITATIONS. No action of any character arising from or related to this contract, or the performance thereof shall be commenced by either party against the other more than two years after completion of the project or cessation of work under this contract.

9. COMPLIANCE WITH LAWS. In connection with the performance by CONTRACTOR, pursuant to this agreement, CONTRACTOR shall comply with all federal, state, county and local laws, ordinances and regulations.

10. PAYMENT. Payment shall be made promptly as specified. In the event that

OWNER fails to make any payment as provided herein, CONTRACTOR may, at its option, stop work without prejudice to any other remedy it may have. OWNER certifies that sufficient funds and/or financing are available to timely meet the payment obligations of this Agreement. In the event of a dispute with regard to any portion of the work, OWNER agrees to promptly pay when due for all undisputed portions of the work. OWNER'S failure to pay any balance when due shall constitute a material breach of this Agreement. Checks returned for insufficient funds will result in a \$38.00 fee. A 2.5% per month penalty will be imposed on the OWNER for failing to pay the CONTRACTOR in a timely fashion. OWNER agrees to pay for all legal fees incurred by CONTRACTOR in the event that legal action is required to collect payment. OWNER also assumes responsibility for all collections' fees, attorneys' fees, court costs, legal expenses, and any other related costs incurred by CONTRACTOR pertaining to collections and/or legal proceedings, whether suit is filed or not.

11. ASBESTOS AND HAZARDOUS WASTE. Unless the contract specifically calls for the removal, disturbance or transportation of asbestos or other hazardous substances, the parties acknowledge that such work requires special procedure, precautions, and/or licenses. Therefore, unless the contract specifically calls for same, if CONTRACTOR encounters such substances, CONTRACTOR shall immediately stop work and allow the OWNER to obtain duly qualified asbestos and/or hazardous material CONTRACTOR to perform the work or the CONTRACTOR may perform the work at CONTRACTOR'S option. Said work will be treated as an extra under the contract.

12. WARRANTY. All work is to be performed in a workmanlike manner within industry standards. It should be noted that mold conditions can change over short and extended periods of time, and may vary and depend upon several factors not withstanding ventilation, humidity, disturbance, temperature, etc. In all situations, the underlying cause of water accumulation must be rectified or fungal growth will recur. For these reasons, CONTRACTOR does not guarantee against the recurrence of mold growth. CONTRACTOR does, however, guarantee the removal of existing mold as stated in the estimate and guarantees clearance to the work area. To the extent that CONTRACTOR is required or requested to return to the site to correct and/or repair any of its work due to alterations or damage done by others, such work shall be considered an "extra" and billed separately at the rate as related above, plus a reasonable re-mobilization charge.

Contractor accepts no responsibility for undisclosed areas of water damage and/or fungal growth, and any additional work due to the findings of additional areas of water damage and/or fungal growth will also be considered an “extra” and billed separately at the rate as related above, plus a reasonable re-mobilization charge.

13. THIRD-PARTY TESTING. CONTRACTOR retains the right to be present at the work site during any post-remediation testing/inspections by third parties.

14. CONTRACTOR’S RIGHT TO CURE. In the event that OWNER alleges that CONTRACTOR’S work was defective, 45 days before filing a lawsuit, OWNER agrees to deliver to the CONTRACTOR a written notice of any conditions the OWNER alleges are defective and provide the CONTRACTOR the opportunity to make an offer to repair or pay for the defects.

15. ENTIRE AGREEMENT. This Agreement supersedes any and all other Agreements, either oral or written, and contains all of the covenants and agreements between the parties. Each party to this Agreement acknowledges that no representations, inducements, promises or agreements, orally or otherwise, have been made by either party, or anyone acting on behalf of any party to this Agreement, which are not embodied herein, and that no other agreement, statement or promise not contained in this Agreement shall be valid or binding. Any modification of this Agreement will be effective only if it is in writing, signed by the party to be changed.

NOTICE TO CONSUMER

YOU MAY CANCEL THIS CONTRACT AT ANY TIME BEFORE MIDNIGHT OF THE THIRD BUSINESS DAY AFTER RECEIVING A COPY OF THIS CONTRACT. IF YOU WISH TO CANCEL THIS CONTRACT, YOU MUST EITHER:

1. SEND A SIGNED AND DATED WRITTEN NOTICE OF CANCELLATION BY REGISTERED OR CERTIFIED MAIL, RETURN RECEIPT REQUESTED; OR
2. PERSONALLY DELIVER A SIGNED AND DATED WRITTEN NOTICE OF CANCELLATION TO:

Titanium Laboratories, Inc.

249 Satterthwaite Avenue, Nutley NJ 07110

If you cancel this contract within the three day period, you are entitled to a full

refund of your money.

Having read and fully understood this Agreement, I (we) hereby authorize remediation of the subject property by Titanium Laboratories, Inc. I acknowledge that by clicking "I Agree", I am submitting my electronic signature under the terms of the Electronic Signatures Act, 15 U.S.C. SS 7001 et. seq.

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