

## TERMS AND CONDITIONS

This Agreement is by and between Customer ("Customer") listed on the front of this Agreement for Services ("Agreement") and CPSS LLC dba Calavan's Pool and its agents ("Company"), and is effective as of the date on the front of this Agreement.

1. RESPONSIBILITIES AND REPRESENTATIONS OF CUSTOMER – Customer does hereby represent that as of the date of this Agreement all roofing, plumbing, deck, ductwork, condensate waste disposal systems, and water systems and waste disposal systems are in good repair and condition and agrees to indemnify and hold the Company harmless for any and all damages, costs and expenses resulting from the discovery of any of the following defective conditions:
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| a. Leaky, blocked or defective condensate pipes.   | H. Existing defective or damaged gutters or drains.   |
| b. Hidden or unknown damaged or worn ductwork.   | i. Leaky or defective traps.  |
| c. Improperly sized ductwork, venting or piping.   | J. Hidden or unknown lead piping, asbestos.   |
| d. Corrosion or restrictions in drain or water piping.   | K. Improper or faulty plumbing.   |
| e. Defective or damaged roofing.   | L. Rusted or defective pipes.   |
| f. Existing illegal or unsafe conditions of any nature.  | M. Cleaning chemicals such as lye, sulfuric acid, etc.  |
| g. Existence of mold, fungi, bacteria, moisture conditions<br>hard water build up.<br>Or moisture leaks and intrusions.<br>unidentified or unknown location. | n. Corrosion or unusual pipe narrowing due to minerals or<br>O. Lines which are settled, broken, deteriorated, damaged, |

Customer shall indicate all property lines and customer authorizes access through other properties for Company's use during the work. Customer represents and warrants the conditions on all properties are safe for Company's access and Customer also warrants a safe work environment. Where access through other properties is required, Customer is to obtain permission therefore and agrees to indemnify and to hold Company harmless from any damages, costs and expenses resulting from such access. Customer shall secure work site and prevent entry thereon by children or animals. Customer is required at his expense to do all work and other acts necessary to meet all conditions necessary to allow Company to complete the work as provided in this Agreement. Notwithstanding anything contained herein to the contrary, Customer shall notify; Company in writing within 30 days of the appearance of mold, fungi or mold related matter that might be related to work performed by the Company. If written notification is not received by Company with this 30 day requirement, Customer shall have no recourse against Company for any damages or injury related to the mold. Further, Customer shall hold harmless and indemnify Company for any claim arising out of or resulting from mold, fungi or related matter.

1. RESPONSIBILITIES OF COMPANY – CONDITIONS AND LIMITATIONS – Company shall do all work in a good and workmanlike manner and endeavor to render prompt and efficient service; however, it is expressly agreed that the Company shall, in no event, be liable for damage or loss caused by delay, or any loss arising out of the performance of this Agreement, even if such loss is a result of Company's negligence, nor shall this responsibility create any obligations which would expand Company's obligations under the limited warranty. Company shall not be liable for the identification, detection, abatement, encapsulation, storage, removal or transportation of any regulated or hazardous substances. Regulated or hazardous substances may include, but are not limited to; asbestos, biological matter, chemicals, etc. If any such products or materials are encountered during the course of work, the Company can discontinue work until regulated or hazardous materials have been removed, or hazard or liability is eliminated. The Company shall receive an extension equal to the time of delay to complete work and reserves the right to be compensated for any loss due to delay. Company is not responsible for any existing illegal conditions. Company reserves the right to reject any agreement if, on inspection by technician, equipment is found in such condition that service will be unsatisfactory to either party, unless first brought up to manufacturers' specifications and or code requirements. Company is not responsible for any damage to the roof caused by service access from the roof or any damage created to drywall during the repair or replacement of any plumbing, i.e. water heater stands and walls due to water heater replacement. If, in the opinion of the Company roof or drywall damage is present, technician shall notify Customer and advise Customer to hire a licensed contractor to make necessary repairs at Customer's expense, nor shall Company be responsible for damages thereafter resulting from leaks through such roof damage caused by rain or other causes.
2. PROTECTION OF CUSTOMER'S PROPERTY - Customer agrees to remove or protect any personal property, inside and out, including, but not limited to carpets, rugs, shrubs and plantings, and Company shall not be held liable for damage to said items. Company shall not be liable for the natural consequences of Company's work, which may cause damage to improvements to real property including, but not limited to curbs, sidewalks, walks, driveways, garages, patios, drywall, trim, lawns, shrubs, sprinkler systems, and other appurtenances to the residence of other real property. Company shall not be liable for damage to personal property or any improvements to real property caused by persons delivering materials or equipment or keeping gates and doors closed for children or animals.

3. **LIMITED WARRANTY** - Company warrants its work to be free from defects in material and workmanship for a period of (90) days from completion of work for all labor and materials unless the manufacturer provides extended warranty period for the materials OR unless a different warranty period is declared upon the front of this agreement for the purposes of this agreement alone. Clogged drain lines will NOT be warranted beyond 72 hours, and are warranted **only** if new obstruction(s) are NOT discovered. All warranties are Null and Void if full payment is not made when due. Warranties hereunder extend only to the Customer and are not transferrable. If a defect in materials or workmanship covered by this warranty occurs, Company will, with reasonable promptness during normal working hours, remedy the defect. In no event shall Company be held liable for damages caused by a defect not reported to the Company within 24 hours of discovery. Failure to notify Company within 48 hours of the discovery of any defect, leak or workmanship problems shall Void this warranty.

EXCLUSIONS AND LIMITATIONS: CUSTOMER'S RIGHT TO REPAIR AND REPLACEMENT ARE THE EXCLUSIVE REMEDIES AND COMPANY SHALL NOT BE RESPONSIBLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES RESULTING FROM THE WORKMANSHIP OR MATERIALS PROVIDED FOR IN THIS AGREEMENT.

Company is not responsible for the following, which are excluded from the coverage of this limited warranty:

- a) Defective conditions listed under the above "Responsibilities and Representations of the Customer",
- b) Work performed by or materials installed by others not in this Agreement;
- c) Defects and failures from mistreatment, neglect, attempts to adjust or modify the work done by others than the Company;
- d) Defect and failures from intervening causes including, but not limited to, fences, covers and plantings restricting proper airflow to installed equipment or improvements, improvement causing heavy weight upon sewer lines, and plantings growing into sewer lines;
- e) Removal of excess root penetrations, which cannot be removed by typical sewer cleaning equipment, but require special heavy equipment;
- f) Commercial or industrial waste lines unless so indicated on the front of this Agreement.

THIS LIMITED WARRANTY IS THE ONLY EXPRESS WARRANTY COMPANY SHALL ISSUE. IMPLIED WARRANTIES INCLUDING, BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE LIMITED TO DURATION OF 60 DAYS FROM THE DATE OF COMPLETION.

4. **MEDIATION** – Any controversy, claim or dispute in excess of \$5000.00 unless a lesser amount is otherwise mutually agreed upon by the parties, shall be submitted to mediation prior to submission to a court in equity or law. Collection matters shall not be subject to mediation before other recourse is taken. Each party shall be responsible for their own fees, costs, and expenses, including attorneys' fees and shall be responsible for one half of the cost of the mediator.
5. **ATTORNEYS' FEES** – If an action other than a mediation at law or in equity, including action for declaratory relief is brought to enforce or interpret the provisions of this Agreement, including the collection of any unpaid balance, the prevailing party shall be entitled to reasonable attorneys' fees in addition to any other relief to which the prevailing party has been declared entitled to.
6. **ENTIRE AGREEMENT** – This is the entire Agreement. The parties are not bound by any oral expression or representation by any agent purporting to act for or on their behalf or by any commitment or arrangement not set forth herein. This agreement binds jointly and severally all signing as Customer, their heirs, representatives, successors and assigns. This proposal may be withdrawn by the Company if not accepted within 30 days from the date on the front of this proposal/agreement.
7. **NON-PAYMENT** – Interest in the amount of 5% or at the highest legal rate will be assessed for the period of delinquency that is 30 days from the date on the reverse of this Agreement. Void where prohibited.
8. **RETURNED CHECKS/CHARGES** – We will gladly accept your check, debit or credit card charge for services rendered. However, please be advised that any returned checks, reversed credit card charges will be assessed a return fee of not less than \$29.00 and if upon request for repayment Customer fails to settle the account, collections processing will be instituted and all additional attorneys' fees, mechanics lien fees, collections & process fees will be added to the final amount owed. Warranties for non paid, unpaid or returned payments will be Null and Void and any return work or new work will be withheld until account has been settled to the full amount.
9. **Residential Construction Recovery Fund** – Payment may be available from the recovery fund if you are damaged financially by a project performed on your residence pursuant to a contract, including construction, remodeling, repair or other improvements, and the damage resulted from certain specified violations of Nevada law by a contractor licensed in the state. To obtain information relating to the recovery fund and filing a claim for recovery from the recovery fund, you may contact the State Contractors' Board at the following locations:  
State Contractors Board, 9670 Gateway Drive, Suite 100, Reno, Nevada 89521, (775) 688-1141  
State Contractors Board, 2310 Corporate Circle, Suite 200, Henderson, Nevada 89074, (702) 486-1100

Customer Signature: \_\_\_\_\_

Date: \_\_\_\_\_