



TERMS AND CONDITIONS

Our Air and Surface Decontamination treatments permanently remove odors and is an industry leading indoor air and surface decontamination technology. No claims can be made regarding the potential efficacy of our treatments against COVID-19.

BioSweep Suncoast's air and surface decontamination is an additional step to reduce the risk of viruses and bacteria NOT to be used as a replacement for proper cleaning and disinfection protocol. This is not to be used as a replacement for the cleaning with disinfectants as recommended by the CDC.

This is a preliminary Estimate, ONLY. Final invoice will be based upon the actual labor and materials required to complete the work. This estimate does not include the costs associated with reconstruction and finish work, or any mold testing services. Although this assessment is made in good faith, it is ONLY an estimate. Once work begins, if damage is determined to be more or less extensive than estimated, the final cost for mitigation services may be more or less than the estimate provided.

1. **TERMS AND CONDITIONS** 1. I agree to allow BioSweep Suncoast, LLC to complete the work listed above at the address listed above. 2. I agree that all persons, pets, and live plants have been removed from the treatment area. 3. I agree that absolutely no persons (including myself) or pets will enter the treatment area before the Customer Re-Entry Date & Time is stated. I assume all responsibility and hold BioSweep Suncoast harmless for any breach of this requirement. This Service Agreement for treatment of indoor air and odor (hereinafter referred to as the "Agreement"), entered by and between the customer named above (Customer) and BioSweep Suncoast (Provider) provides for indoor air and odor treatment by Provider as defined and under the terms set forth. Customer acknowledges that Customer has read, understands and agrees to the terms contained in this Agreement. This service estimate is valid for 30 days and is based on the actual indoor and/or odor conditions at the time of visual inspection and/or air sampling analysis.

2. **QUALITY SERVICE GUARANTEE.** If Customer notifies Provider by written notice within 30 days that they are not satisfied with the results of the treatment as defined in this contract, Provider will address your concerns within 10 business days.

3. **SERVICE WARRANTY.** Air and Surface Decontamination: Limited 1-year warranty is provided with all air and surface decontamination treatments. The warranty limits are as follows: the source has not been removed, the source cannot be removed due to paint being less than 1 year old, humidity levels are higher than 55% at any given time, the HVAC system is not used properly and/or has not had regular maintenance done, property is a short-term rental. If any of these are found, then the warranty will be voided.

4. **SERVICES PROVIDED.** The provider will conduct a thorough visible inspection of the property for evidence of odor-causing agents and will conduct (if requested at customer's expense) air sampling to further assess indoor air quality. Provider will review air sample analytical results and provide treatment of property indoor air using Provider's proprietary technology to eradicate airborne organic contaminants and other odor-causing agents. If required, Provider will pre-treat contaminated surfaces using a nontoxic, biodegradable proprietary cleaner as needed.

5. **CUSTOMER'S OBLIGATIONS.** Customer acknowledges Provider's technology generates advanced PCO, if exposed to during the treatment process, may be harmful to the respiratory systems of all living things. Therefore, Customer agrees to vacate the property of all living things for the duration of treatment and to prevent their re-entry into the property during treatment. The Provider will designate the exact date and time that the Customer may safely re-enter the property after treatment. The Customer further agrees to prevent re-entry of any living thing into the property prior to completion of treatment. The Customer agrees to remove all live plants from property prior to treatment. The Customer agrees to adequately cover all aquariums, turning off all aquarium pumps, motors and /or filtration equipment prior to treatment of property. Re-entry to the property prior to the Customer re-entry time and date voids the Quality Service Guarantee and may result in additional service times and charges. In the event the Provider is denied access to the property at the time of service, the Customer is responsible to pay a service charge of \$295.00 if we are not notified at least 24 hours in advance of the appointment.

6. **PERFORMING THE WORK.** The provider will exercise reasonable care while performing any work, to try to avoid damaging any part of the property. Under no circumstances or conditions shall the Provider be responsible for damage caused by Provider at the time the work is performed unless those damages result from gross negligence on the part of Provider.

7. **CHANGE IN LAW.** This Agreement shall be interpreted, regulated and adjudicated in accordance with applicable federal, state and local laws and regulations, as they exist at the time this Agreement is executed. Should any federal, state or local law or regulation be changed regarding Providers services or treatment, Provider may take whatever steps are necessary to comply with said laws.

8. **LIMITS OF LIABILITY.** In no event, shall Provider, its owners, officers, directors, employees, agents or affiliates be responsible for indirect special, nominal, incidental, punitive, or consequential losses or damages or for any penalties, regardless of legal or equitable theory accreted, including contract, negligence, warranty, strict liability, statute or otherwise, even if it had been aware of the possibility of such damages or they are foreseeable; or for claims by third party.

9. **NON-PAYMENT.** Customer will pay Provider's invoice upon completion of service or receipt of invoice. In the event legal action is necessary to collect any amount owed to the Provider, the Provider shall be entitled to recover from the Customer all reasonable costs of collection including reasonable attorney's fees and expenses, in addition to any outstanding amount due Provider. In addition, interest at the rate of 1.5% per month, being 18% annually or the highest rate allowed by applicable law will be assessed on any past due amounts owed by the Customer until paid. Consent is hereby given to the filing of a mechanics lien by provider for the work described in this contract on the property on which the work is performed if the provider is not paid.

10. **ENTIRE AGREEMENT.** This Agreement, together with attachment(s), if any, signed by Provider and Customer constitutes the entire Agreement between the parties and no other representation or statements, whether oral or written, will be binding upon the parties.

11. **NOTICE OF CLAIMS, ACCESS TO PROPERTY.** Any claim under the terms of the Agreement must be made immediately in writing to Provider. Provider is only obligated to perform under this Agreement if Customer allows Provider access to the identified property for any purpose contemplated by the Agreement, including but not limited to re-inspection, whether the inspection was requested or considered necessary by Provider.

12. **SEVERABILITY.** If any part of the Agreement is held to be invalid or unenforceable for any reason, the remaining terms and conditions of the Agreement will remain in full force and effect.

13. **BINDING ARBITRATION.** With the exception of litigation for non-payment by customer, in the event of a dispute between Provider and/or its employees and Customer arising out of or relating to this Agreement, or to the identified property in any way, whether by virtue of contract, tort, or otherwise, including but not limited to the interpretation of the terms and conditions of this Agreement, the making of the Agreement, or breach of any provision of this Agreement, the parties hereby expressly agree to submit their dispute to binding arbitration for resolution in accordance with rules and requirements of the American Arbitration Association. The parties acknowledge and understand that by agreeing to submit their dispute to binding arbitration they are effectively waving their right to trial by jury as a means of resolving disputes. The arbitration shall be held in Naples, Florida unless mutually agreed otherwise. Furthermore, the parties acknowledge that they desire to arbitrate any disputes arising from this agreement to resolve such dispute(s) quickly and avoid the costs of litigation. Judgment upon such arbitration award may be entered in Naples, Florida. Each party shall be responsible for paying any attorney's fees, expert witness' fees and other expenses it incurs on its behalf relating to the arbitration, plus one half the arbitrator's fee and one half on any expenses incurred by the arbitrator, and the award shall the arbitrator's fee and expenses accordingly.

14. **SPECIFIC EXCLUSIONS.** The Agreement does not cover, and Provider will not be responsible for, 1) any future airborne contaminants or odor-causing agents or any medical or legal action taken by anyone associated with entering or staying in the property, and 2) personal expenses such as lodging, meals, transportation etc. incurred because of treatment, re-treatment and/or damage repair.

15. **CHOICE OF LAW.** This Agreement shall be construed and enforced in accordance with the laws of the State of Florida.

Initials_____