



Warranty Duration

This warranty extends for the period ending _____ from the date of application of Genesis Healthy Homes Mold Cleaning process.

What Is Covered

Genesis Healthy Homes Mold Removal process is effective in the cleaning of areas against a broad spectrum of mold and mildew. If mold re-growth does occur on these treated areas, Genesis Healthy Homes reserves the right to investigate the root cause to determine if the warranty claim is valid. Investigation of the claim may include an inspection of the property, collection of samples and/or testing of building materials. If a claim is deemed valid Genesis Healthy Homes will retreat the same area as initially treated with Genesis Healthy Homes products.

Genesis Healthy Homes will provide products for the retreatment of impacted areas and will cover labor costs. The owner is under no financial obligation except to pay for any professional testing by a certified home inspector at the request of Genesis Healthy Homes. Under no circumstances will Genesis Healthy Homes be responsible for medical bills, injuries or damages due to the services performed.

Property Owner Obligations

The Genesis Healthy Homes products are not an alternative to good housekeeping and maintenance practices and it is the property owner's obligation to insure there are no pipe leaks, high humidity levels, moisture intrusion, etc. The owner's obligations are:

- The Owner will maintain treated surfaces in accordance with general good housekeeping and insure treated areas are kept dry.
- The Owner is responsible for making immediate repairs when necessary to stop water intrusion in treated areas, interior areas, and roof or exterior walls to stop any moisture intrusion. Failure to recognize and repair such conditions will render the warranty void.
- The Owner shall at all times maintain environmental control of the indoor air by ensuring a consistent relative humidity of 58% or below and sufficient ventilation in all indoor spaces. Shutting down the HVAC system for any extended period of time has adverse effects on the indoor building materials and will render the warranty void.
- Any claims of the terms of this warranty must be made immediately with verbal communication and in writing directly to Genesis Healthy Homes within 7 days of discovery of any mold regrowth on the surface.

Transferability

Upon change in ownership after the first 90 days following the completion of work, it is the responsibility of the new property owner to contact Genesis Healthy Homes for a complete reinspection of the building or home. We reserve the right to charge an appropriate fee for this service.

The warranty will cover the remaining years of the original warranty signed by Genesis Healthy Homes.

What Isn't Covered

If any of the following conditions are determined to be present or to have been present since the initial treatment or after the treatment and have not been corrected, Genesis Healthy Homes will consider this warranty invalid.

- Failure of building integrity allowing water intrusion or the building materials to be exposed to the elements.
- Failure to properly maintain a conditioned indoor environment.
- Structural modification, repair, removal or replacement of treated areas.
- Evidence of flooding, storm damage or other uncontrollable acts of God.



TERMS OF AGREEMENT

- A. **Reservation.** Genesis Healthy Homes reserves the right to deny a warranty claim due to: structural problems with the property, environmental conditions within the property, incomplete warranty paperwork, unpaid invoices, poor laboratory test results or any reason deemed appropriate.
- B. **Health.** Indoor air environmental quality is highly complex and effected by many factors. Each individual has different sensitivities to pollutants, pollutant levels or environmental conditions. Individuals with pre-existing allergic conditions, respiratory problems or other symptoms should always consult a competent physician or allergist. Genesis Healthy Homes cannot and will not be held responsible for any of these issues or symptoms and does not warranty against individual health problems.
- C. **Limits of Liability.** Liability under this agreement will be terminated if Genesis Healthy Homes. is prevented from fulfilling its responsibilities under this warranty due to reason of delay(s) in transportation, shortages of fuel, and/or materials strikes, embargo's, fires, floods, quarantine restrictions, earthquakes, hurricanes, or any other act of God or circumstances or cause beyond the control of Genesis Healthy Homes. The maximum Limits of Liability for any cause of action against Genesis Healthy Homes is limited to the retreatment warranty language as stated in *What is Covered*, listed above.
- D. **Entirety of Agreement.** The terms and conditions set forth herein constitute the entire agreement between Genesis Healthy Homes and the owner and supersede any communications or previous agreements with respect to the subject matter of this Agreement. There are no written or oral understandings directly or indirectly related to this Agreement that are not set forth herein. No change can be made to this Agreement other than in writing and signed by all parties.
- E. **No Waiver.** The waiver or failure of either party to exercise in any respect any right provided in this agreement shall not be deemed a waiver of any other right or remedy to which the party may be entitled.
- F. **Governing Law.** This Agreement shall be construed and enforced according to the laws of the State of Kansas and any dispute under this agreement must be brought in this venue and no other.
- G. **Severability.** If any term of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then this Agreement, including all of the remaining terms, will remain in full force and effect as if such invalid or unenforceable term had never been included.
- H. **BINDING ARBITRATION.** The customer and The Company agree that any controversy or claim between them arising out of or relating to the interpretation, performance or breach of this contract or to the treatment of or rendering of services to the identified property in any way, whether by virtue of contract, tort or otherwise, shall be settled exclusively by arbitration. The arbitrator shall be a licensed legal representative, independent, mutually agreed upon, and to the greatest extent possible, be knowledgeable in pest control, mold control, wood destroying organism control and building construction matters by education, experience, licensing and training to deal with the issues and claims presented. The arbitrator(s) shall be bound by rules of substantive law and shall not be bound by the rules of evidence, whether or not set out by statute, except for provisions relating to privileged communications. The arbitrator shall give effect to any and all waivers, releases, disclaimer, limitations and other terms and conditions of this Contract. Therefore, the award shall not, and the arbitrator shall not have the power or authority to, hold The Company responsible for (i) the repair or replacement of any termite damage to the identified property other than new termite damage as defined in the Plan (ii) loss of anticipated rents and/or profits (iii) indirect, special, incidental, consequential, exemplary or punitive damages. Each party shall be responsible for paying their attorney's fees, expert witness fees and other expenses it incurs on its behalf in connection with the arbitration, plus one half the arbitrator's fees and expenses incurred by the arbitrator, and the award shall assess the arbitrator's fees and expenses accordingly.



Any award of damages pursuant to such arbitration shall be included in a written decision, which shall state the reasons upon which the award was based, including all the elements involved in the calculation of any award of damages. Neither party shall sue the other party with respect to any matter in dispute between the parties other than for enforcement of this arbitration provision or of the arbitrator's decision and a party violating this provision shall pay the other party's costs, including but not limited to, attorney's fees, with respect to such suit and the arbitration award shall so provide.

- I. Chemical Sensitivity: If Customer or other occupants of the structure(s) believe they are or may be sensitive to fungicides or their odors, Customer must notify Company in writing prior to treatment, including information on whether Customer or other occupants have consulted with a medical doctor or other healthcare provider regarding such sensitivity. Company reserves the right, upon receipt of such notification, to deny or terminate service. Failure to provide notification represents Customer's assumption of risk and waive of claims against Company in connection with such sensitivity.

ENTIRE CONTRACT

By signing this contract, I the customer, certify that I have read the provisions above and on the both sides of this warranty.

Owner

Date:

Signature:

Printed Name:

Address:
