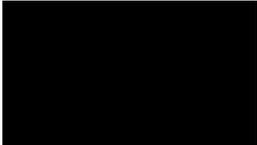




Proposal

Submitted to: 

From: 

Date: March 12th, 2008

THIS REMEDIATION AGREEMENT is made this Day _____ between  AND  (*Customer)

RECITALS:

WHEREAS, the parties hereby desire to set forth their understanding concerning The work to be performed by  for the customer under this Agreement.

NOW, THEREFORE, in consideration of the mutual agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which the parties hereto acknowledge the parties agree as follows:

1. SCOPE OF THE WORK  agrees to provide the Customer,

And the Customer agrees to purchase and accept from  , the bioremediation clean up set forth in the scope of services as attached hereto and incorporated herein by this reference.

2. COMPESATION FOR SERVICES. The Customer agrees to pay  in accordance with the rates and charges set forth in fees for services section.

3. RIGHT OF ENTRY During the term for which services will be performed; the customer agrees to furnish [REDACTED] with continuous right-of-entry on the location upon which the services will be performed. The customer represents and warrants that if the location is or becomes owned by someone other than the customer permission has been and will be obtained to permit [REDACTED] to lawfully gain right of entry of premises to perform work under this agreement. The customer hereby acknowledges that certain damages may occur to areas used for access of for services. [REDACTED] will exercise due care during access and services, but cannot warrant that damages will not occur. [REDACTED] is not responsible to make repairs to damaged areas, except for repairs arising from [REDACTED]'s failure to exercise due care or otherwise required by the scope of services.

4. STRUCTURES Unless otherwise agreed, the customer shall provide [REDACTED].

With the location and detailed maps of utilities and other structures in area where services

shall be performed. [REDACTED] will provide your facility with the appropriate remediation enzymatic design product(s) and technical services required. [REDACTED] shall provide the labor, material; product and equipment necessary to complete the mold clean up.

5. LIMITATION OF LIABILITY If this is a microbial-abatement project, owner, by and through his/her independent industrial hygienists and/or environmental consultants, has performed or will perform a thorough environmental investigation (including post-remediation/clearance sampling) and will specify the methods and extent of remediation. The Scope of work attached as Exhibit "a" is simply an estimate of the costs of performing according to those methods. Owner hereby releases [REDACTED] and its employees, officers and successors from any liability for errors or omissions made in the preparation of the protocol and the remediation methods. [REDACTED] makes co representations or warranties as to whether those methods will be effective or appropriate. However, [REDACTED] takes responsibility to faithfully and timely perform those methods in a workmanlike manner according to industry standards.

6. DISCLOSURE Owner will disclose to all occupants that mold, fungus, sewage, water damage and/or biological contamination can lead to serious health effects, and will indemnify and hold [REDACTED] harmless from any claims that arise as a result of Owner's failure to make such a disclosure. All occupants should consult with a physician regarding the potential health effects of exposure to microbial

contamination. will [REDACTED] not give medical advice, and Owner agrees not to interpret [REDACTED] statements as medical advice. Asthmatics, the elderly, infants and those with compromised immune systems, MCS or other types of environmental or allergic illness or sensitivity should use care in occupying the premises.

7. DISCLAIMER If not promptly and properly addressed, the property may become biologically contaminated causing substantial additional damage that may present health hazards as described in paragraph 6, above. If [REDACTED] recommendations are refused, mold, fungi and/or bacteria could grow in or around carpet, padding, walls, cabinets, and elsewhere within the structure, causing further property damage and/or resulting in a “sick” building — which may be a health hazard. Owner understands that problems may result including but not limited to: Toxic, allergic, infectious and/or inflammatory illness and structural damage warp, decay and dry rot.

8. LIABILITY [REDACTED] liability and that of it’s contractors and subcontractors, arising from any services rendered hereunder, shall not exceed the total fee paid by the client to [REDACTED]

9. WAIVER Any party’s failure to insist on compliance or enforcement of any provision of this agreement shall not affect its validity or enforceability or constitute a waiver of future enforcement of the provision or of any other provision of this agreement.

10. COPIES More than (2) copies of this agreement may be executed and all parties Agree and acknowledge that each executed shall be duplication original. In accordance with its terms

[REDACTED] **Remediation Procedure:**

[REDACTED] utilizes New York and OSHA guidelines as the basis for remediation, planning and implementation. We remove all compromised materials from the premises and only use proven organically safe enzymes in the remediation process. After the treatment is completed, the enzymes will evaporate without leaving any residue and, for a period of time form a protective barrier against future outbreaks.

- We offer an all natural (NON-Toxic) process for mold remediation
- We strive to protect the health of families and properties

[REDACTED] offers the latest in proven products,

inspection/testing procedures and processes for remediation of mold from residences and business. Our advanced technology makes our prices very affordable.

At [REDACTED] our promise to our client is to conduct ourselves in a very professional, honest and respectful way at all times while successfully completing our work in a safe and effective manner.

SCOPE OF SERVICES

The first step in the remediation process will be to build a containment using plastic sheeting to separate the infected area from the rest of the house in order to prevent further mold contamination.

It will then be necessary to remove all of the contaminated furniture and objects from the infected area. We will place the trash outside the premises. This trash is not hazardous. We have made arrangements with a private hauling company to lease a 30 yard dumpster for our use at your premises and to have the dumpster and contents carted away upon completion of the job.

Then one of our Techs will place 3 air scrubbers inside the containment area to help filter the air of any mold spores.

The next step will be the removal of all infected sheetrock and insulation from the basement closet. This infected material will be placed outside as outlined above.

Additionally, we will bio-wash the basement sub floor with an anti microbial disinfectant.

Next we will clean and disinfect all the ceiling beams and the foundation walls. Our procedure will be to remove the visible mold with our anti microbial cleaner with a rag, wire brush and/or sander.

The foundation walls, 2 feet up from the floor, and the ceiling beams that were treated will be sealed/encapsulated with a moisture and mold-resistant sealant.

The final and most important step will be to atomize (fog) the entire basement with an anti microbial solution to ensure proper indoor air quality.

Once the remediation is complete the location will be sealed to allow the anti microbial fog to clean the air for 48 to 72 hours.

The customer will be notified immediately if building defects or flaws are found during the remediation process. A work stoppage may be necessary until the building is repaired.

Any additional work that [REDACTED] deems necessary due to the discovery process is considered “out of scope” and will be billed accordingly. This includes and is not limited to the apartment flooring being removed, the ceiling in the bathroom, bedroom & hallway, foyer walls, etc. . .

FEES FOR SERVICES:

For this project defined in “SCOPE OF SERVICES” compensation shall be in accordance with the following fees and is based on the remediation plan described above. Any additional work inside the residence requiring remediation will be billed separately upon your approval

Cost of Remediation	\$ 5,395.00
New York State Sales Tax	\$ 465.32
Sub-Total	\$5,860.32
Dumpster Fee (30 Yard)	\$650.00
Total	\$ 6,510.32

Acceptable Level Clause

The Environmental Protection Agency (EPA), The Occupational Safety and Health Administration (OSHA), The National Institute for Occupational Safety and Health (NIOSH), as well as other occupational health related associations, have not established permissible exposure limits, recommended exposure limits, or other limit values for aeroallergens. Therefore, a procedure exists in which to help interpret test results for each individual case.

Indoor air vs. outdoor air is the basis for determining if you have an indoor air quality issue due to mold. This is the most trusted way to interpret test results industry wide. The main drawback to this being the set standard for the industry is the fact that it does not take into consideration the change of seasons. In the northeast during the winter mold becomes considerably less active due to the cold dry climate. In the summer climate conditions are ideal for mold growth. Because indoor air temperatures remain fairly constant (68°F) all year the change of seasons creates a discrepancy in interpreting results purely based on inside air vs. outside air. For example in the summer you can get a 5,000 count/m³ of Aspergillus/Penicillium for your outside sample and your inside sample could be 2,000 count/m³. Based purely on the numbers It is proper to say that mold remediation is not necessary in this case. In the winter it is possible to get a 0 count/m³ of Aspergillus/Penicillium for your outside sample and a 100 count/m³ on your inside sample. Based purely on the numbers some of our competitors would recommend remediation, when in actuality the numbers are quite low and remediation is not necessary. If you strictly adhered to is method of interpretation just about every home in the northeast should get remediated every winter. (Other variables to consider when taking outdoor air samples include, but are not limited to, wind velocity and precipitation.)

Based on several years of statistical data from test results and researching other industry sources [REDACTED] has developed a basis number for interpreting test results based on the most common species of mold that requires remediation (Aspergillus/Penicillium). [REDACTED] has chosen this species due to the fact that over 90% of test results show this species being the main cause of remediation being necessary. The standard basis number for Aspergillus/Penicillium is 990 count/m³. In interpreting test results [REDACTED] will utilize the indoor air vs. outdoor air test results and also take into consideration the basis number when the outdoor air is less than 990 count/m³) of Aspergillus/Penicillium.

The paragraphs above explain how [REDACTED] acceptable levels are reached and by signing this proposal you agree to these acceptable levels.