

LEAD RENOVATION, REPAIR, PAINTING AGREEMENT

This Lead Renovation, Repair, or Painting (RRP) Agreement limits our liability. Please read carefully. This Agreement is made effective on the date stated on page 2 by and between the Contracting Company and Client(s) named on Page 2 of this Agreement. We are an independently owned and operated company active in the business of providing Renovations, Repair or Painting under the EPA's Lead RRP rule. Our performance of the testing at the Property is governed by the terms and conditions set forth in this Agreement.

Purpose. The purpose of the EPA's Lead Renovation, Repair, and Painting Agreement is beginning April 22, 2010 the EPA requires that firms performing renovation, repair, and painting projects that disturb more than six square feet of painted surfaces in a room for interior projects or more than twenty square feet of painted surfaces for exterior projects of painted surfaces in pre-1978 homes, child care facilities and schools be certified by EPA and that Client(s) use certified renovators who are trained by EPA-approved training providers to follow lead-safe work practices. This rule is found in the EPA Federal Registry 40 CFR Part 745.

General Scope. Federal law requires that you receive appropriate information before renovating more than six square feet of painted surfaces in a room for interior projects or more than twenty square feet of painted surfaces for exterior projects or window replacement or demolition in housing (residence, apartments, and condominium), child care facilities and schools built before 1978. If the area of painted surface(s) being disturbed total more than six square feet in a room for interior projects or more than twenty square feet of painted surfaces for exterior projects, window replacement or demolition, the certified renovator must test those areas being disturbed by using an approved EPA-recognized lead test method(s). If the test method detects the potential for lead-based paint to be present within the work area(s) the EPA certified contractor (We) must use and abide by the lead-safe work practices set forth in the EPA's RRP Rule. At the completion of the interior work we will perform an EPA recognized Cleaning Verification to determine the successful cleaning of the renovation activity in the work area(s) only, whereas any exterior work will only have a visual Assessment for paint chips within the exterior work area(s). The goal of the lead safe work practice is to protect the health and wellness of the Client(s), the worker(s) at the Property and to prevent any contamination in other areas of the Property from the renovation(s) being performed.

HUD Addendum. If the Property receives Federal aid, assistance (i.e. Section 8) or is listed as a HUD Property more stringent standards apply to the RRP rule. Federal law under the HUD Lead Safe Housing Rule (LSHR) requires that individuals receive certain information before renovating more than two square feet of painted surfaces in a room or more than ten percent of a painted surface component for interior projects or more than twenty square feet of painted surfaces for exterior projects or window replacement or demolition in housing (residence, apartments, condo), child care facilities and schools built before 1978. If the area of painted surface(s) being disturbed total more than two square feet in a room or more than ten percent of a surface component for interior projects or more than twenty square feet of painted surfaces for exterior projects, window replacement or demolition, the certified renovator must test those areas being disturbed by using an approved EPA-recognized lead test method(s) or has the right to presume the work area(s) meet the criteria for lead-based paint to be present. If the test method detects the potential for lead-based paint to be present within the work area(s) or is presumed to be present, the EPA certified contractor (We) must use and abide by the lead-safe work practices set forth in the EPA's RRP Rule. At the completion of the interior and/or exterior work either an EPA certified lead dust wipe Sampling technician, lead-based paint Assessor or lead risk Assessor must conduct the visual Assessment and Sampling to determine the success of the renovation activity in the work area(s).

RRP Sampling. When Sampling is performed, the devices that are used must be EPA-recognized lead test methods. The Sampling test methods will only detect the absence of lead in the area(s) that was sampled. When performing the Sampling we must be able to test all the layers of the painted surface(s) where the renovation will occur. This will be done by either; cutting across and thru a small area of the painted surface then using a lead swab stick over that area to determine if there is the potential for lead or

removing a small paint chip and placing it into a solution to determine if there is the potential for lead. **The Sampling is destructive in nature.**

Report of Renovation. Within thirty days of the completed renovation, you will be provided with a written report identifying results of the lead Sampling and Cleaning Verification. **We recommend seek the advice of a lead-based paint Assessor or lead risk Assessor for further advice about lead concerns.**

Exclusions. We are a generalist and not an expert in lead-based; paint Assessments, risk Assessment or abatement. As such, this is not a guarantee that lead concern(s) does/does not or will/will not exist in the Property; the results of any Sampling are indicative only of the probability of lead-based paint in the renovated area(s). If we recommend further action, including but not limited to consultation with; a lead-based paint Assessor, lead risk Assessor, lead abatement contractor, or PhD, you must do so at your own expense or otherwise assume all risks associated with failure to do so. **This is not technically exhaustive nor considered a lead abatement.** Any Sampling using the EPA-recognized lead test methods will only identify the absence of lead-based paint in the proposed renovation area(s) and is not considered a representation; as to the amount of lead present in the paint, if lead is present in/on other items, or present elsewhere in the Property. Furthermore, dust wipe Sampling is not covered under this Agreement by us if required for HUD's LSHR clearance.

Notice of Claims. All claim(s) and/or complaint(s) related to any alleged act or omission in connection with the renovation shall be reported to us in writing, within ten (10) business days of discovery. Unless there is an emergency condition, we must be provided with a sufficient period of time to investigate the claim(s) or complaint(s) by, among other things, re-inspect before you, or anyone acting on your behalf, repairs, replaces, alters or modifies the system or component that is the subject matter of the claim. **Any failure to timely notify us and allow adequate time to investigate as stated above shall constitute a complete bar and waiver of any and all claims you may have against us related to the alleged act or omission, unless otherwise prohibited by law.**

Limitations Period. Legal action arising from this Agreement or from the renovation, including (but not limited to) the arbitration proceeding more specifically described below, must be commenced within one (1) year from the date of renovation. **Failure to bring such an action within this time period shall be a complete bar to any such action and a full and complete waiver of any rights or claims based thereon.** This time limitation period may be shorter than provided by state law.

Arbitration. Any dispute concerning the interpretation of this Agreement or arising from the renovation (unless based on payment of fee) shall be resolved by binding, non-appealable arbitration conducted in accordance with the rules of the American Arbitration Association, except that the parties shall mutually agree upon an Arbitrator who is familiar with the EPA 40 CFR Part 745.

Unconditional Release and Limitation of Liability. It is understood and agreed that we and the lab are not insurers and, that the assessment and report to be provided under this Agreement shall not be constructed as a guarantee or warranty of the adequacy, performance or condition of any structure, item, or system at the Property. You hereby release and exempt us, the lab and our respective agents and employees of and from all liability and responsibility for the cost of repairing or replacing any unreported defect or deficiency and for any consequential damage, Property damage or personal injury of any nature. In the event that we, the lab or our respective agents or employees are found liable due to breach of contract, breach of warranty, negligent misrepresentation, negligent hiring or any other theory of liability, then the cumulative aggregate total liability of us, the lab and our respective agents and employees shall be limited to a sum equal to the amount of the fee paid by you for the assessment and report.

Services. It has been determined by us and agreed by you that samples in the following areas of the Property are needed to determine if lead-safe work practices are required during renovation:

By **not signing**, Client(s) would **decline** that the Assessor conducts the services recommended above.

Area and Location to Be Sampled	Type of Material(s) Sampled	Color	Test Method	Qty	Initials

Result of Sampling.

- Yes. It has been determined by using the approved EPA-recognized lead Sampling test method that the potential for lead-based paint is present in one or more of the renovation areas and lead-safe work practices are to be used.
- No. It has been determined by using the approved EPA-recognized lead Sampling test method that the potential for lead-based paint is not present in one or more of the renovation areas and lead-safe work practices are not required to be used.
- No Sampling has been performed as it is presumed that one or more of the renovation areas show conditions that lead-based paint would be present and lead-safe work practices are to be used.

Renovation Fee. The base fee for this renovation is \$ _____

THIS RENOVATION AGREEMENT DOES NOT CONSTITUTE A WARRANTY, AN INSURANCE POLICY, OR A GUARANTEE OF ANY KIND; NOR DO THEY SUBSTITUTE FOR ANY DISCLOSURE STATEMENT AS MAY BE REQUIRED BY LAW. Any modifications to this Agreement, be it verbal or stated otherwise, shall be written as a separate addendum, agreed and signed by both parties, and attached to this Agreement unless a new Agreement is made to supersede this original Agreement.

Confidentiality. You understand that the renovation being performed (and the Report is being prepared) for your exclusive, confidential and sole benefit and use. The Report, or any portion thereof, is not intended to benefit any person not a party to this Agreement ("third party"), including (but not limited to) tenants, real estate agent(s) involved in a real estate transaction, or staff. *If you directly or indirectly allow or cause the Report or any portion thereof to be disclosed or distributed to any third party, you agree to indemnify, defend, and hold us harmless for any claims or actions based on the Assessment or the Report brought by the third party.*

By signing below, you acknowledge that you have read, understand, and agree to the terms and conditions of this Agreement, including (but not limited to) the limitation of liability, arbitration clause and limitation period, and agree to pay the fee listed above.

Client(s) Name _____ **Contractor** _____

Property Address

Street Name	City	State	Zip Code

Client(s)'s Signature _____ **Date** ____/____/____

EPA Certified Renovator Signature _____ **Date** ____/____/____

License/Certificate # _____