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Project Owner's Name: John Homeowner	Brief Description of Project Build single family residence	
Project Address 4625 Jillbarr Avenue	Project City Benicia	Project Zip Code 94510

Date: 8-10-09

DISCLAIMER AND HOLD HARMLESS AGREEMENT REGARDING ENVIRONMENTAL HAZARDS SUCH AS MOLD, RADON, LEAD & ASBESTOS

You, **Company Name Here**, herein referred to as "Contractor", is not qualified to identify or test for hazardous material in the absence of a professional analysis of the extent of the hazard. Contractor has made no analysis of the site for environmental or health hazards, if any, that might affect the Owners or Contractor. Contractor shall not be responsible for the detection, treatment, encapsulation, removal, abatement, or disposal of lead based paint, asbestos, radon, mold or other hazardous materials determined to be present at the site. The Owners shall be responsible for the testing, analysis, abatement, removal or removal of any lead based paint or hazardous materials as required by the government that are determined by the Contractor. Contractor counters and recognizes that the Contractor will be responsible for removal of any hazardous materials from the project site. Contractor shall not be held responsible for any hazardous materials discovered by others during the course of the project while a hazard is being removed. Contractor shall not be held responsible for any hazardous materials or delays due to the presence of hazardous materials or labor or material, increased mobilization, and damages due to delay of the project.

THIS IS FORM "HAZ" Hazardous Materials Disclaimer and Hold Harmless Agreement. This form offers protection for your company against existing hazardous materials on the jobsite.

To the fullest extent permitted by law, the Owners shall release and hold Contractor harmless from any and all claims, costs, losses, damages and expenses, including reasonable attorneys' fees, arising from or involving such hazardous materials. Should the Owners decide to remove or abate an environmental health hazard, Contractor shall be entitled to receive money for all unpaid costs, fees and expenses, incurred up to the time of termination, as well as lost profits.

Contractor disclaims and Owners waive all warranties and representations covering the presence of asbestos, radon, lead, mold or any other hazardous materials on the project site.

By their signatures below, Contractor and Owner agree to the entire disclaimer written at the top of this form.

X
Contractor or Contractor's Agent sign here

X
Owner sign here