

# XYZ CONTRACTORS

## ENVIRONMENTAL HAZARDS DISCLAIMER AND HOLD HARMLESS AGREEMENT

**XYZ Contractors**  
"When you need it done right!"  
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Lancaster, CA 93535  
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Cell (661) xxx-xxxx  
Ca. Contr. Lic. #000000

Project Owner's Name: <b>JOHN Q. CUSTOMER</b>	Brief Description of Project <b>residential re-paint</b>	
Project Address <b>747 BOEING STREET</b>	Project City <b>CONCORD</b>	Project Zip Code <b>95768</b>

Date: 8-10-00

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

XYZ Contractors is not qualified as a hazardous material inspector or abatement contractor. XYZ Contractors has made no analysis or verification of the extent of the environmental or health hazards, if any, that might affect the Owners or the premises. XYZ Contractors shall not be responsible for the detection, treatment, encapsulation, enclosure, or removal of any lead based paint, asbestos, radon, mold or other hazardous materials as defined by the government that are determined to be present at the site. The Owners shall be responsible for such detection, treatment, encapsulation, enclosure, or removal of any lead based paint, asbestos, radon, mold or other hazardous materials as defined by the government that are determined to be present at the site, including all related expenses. If XYZ Contractors encounters a hazard such as lead based paint, asbestos, radon, mold or other hazardous materials, XYZ Contractors will stop work and remove the workmen from the jobsite until all such environmental hazards are properly removed or rendered harmless by others qualified to do so. In the event work is suspended while a hazard is removed, XYZ Contractors shall be reimbursed for all additional costs resulting from the discovery of the hazards or delays due to abatement procedures. Reimbursable costs include, but are not limited to increased labor or material, increased finance costs, additional overhead, demobilization and mobilization, and damages due to delay of the project or of the work.

To the fullest extent permitted by law, the Owners shall indemnify and hold XYZ Contractors harmless from any and all claims, suits, losses, damages and expenses, including attorney's fees, arising from or involving such hazardous materials. Should the Owners decide not to proceed with the project because of any environmental health hazard, XYZ Contractors shall be entitled to terminate this contract and shall be entitled to receive money for all unpaid costs, fees and expenses, including overhead and expenses, earned to the time of termination, as well as cost of removal.

XYZ Contractors disclaims and Owners waive all warranties that could in any way be construed to cover the presence of asbestos, lead, radon or any other environmental pollutants or hazards.

By their signatures below, XYZ Contractors and Owner understand and agree to the entire disclaimer written above.

X

Contractor or Contractor's Agent sign here

X

Owner sign here