



1525 Cottage Grove Avenue  
Benicia, CA 94510  
800.820.5656  
actforms@sbcglobal.net  
CA License No. 999999  
(B) General Building

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: 8-10-08

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



**YOUR COMPANY NAME HERE**, hereinafter referred to as material inspector or abatement contractor. Contractor has made a visual inspection of the environmental or health hazards, if any, that might affect the project. Contractor shall not be responsible for the detection, treatment, encapsulation, or removal 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 cost of encapsulation, enclosure, or removal of any lead based paint or other hazardous materials as defined by the government that are determined to be present at the site. If Contractor encounters and recognizes a hazard, Contractor will stop work and remove the workmen from the site until the hazard has been properly removed or rendered harmless by a qualified professional. In the event work is suspended while a hazard is removed, Contractor shall be responsible for the costs resulting from the discovery of the hazards or delays. Contractor's costs include but are not limited to increased labor, materials, equipment, overhead, demobilization and remobilization, and damages to the project.

**THIS IS FORM HAZARD AWARENESS  
ENVIRONMENTAL HAZARDS DISCLAIMER  
(MOLD, RADON, LEAD, ASBESTOS)**

**THIS IS ONE OF THE FORMS  
INCLUDED IN THE FULL VERSION OF ACT  
CONTRACTORS FORMS ON DISK FOR  
CALIFORNIA  
GENERAL CONTRACTORS  
SOFTWARE**

**1.800.820.5656**

To the fullest extent permitted by law, the Owners shall indemnify, defend, and hold Contractor harmless from and against all claims, costs, losses, damages and expenses, including a reasonable attorney's fees, arising out of or from the discovery of such hazardous materials. Should the Owners decide not to proceed with the project due to an environmental health hazard, Contractor shall be entitled to terminate the contract and receive money for all unpaid costs, fees and expenses, including overhead and profit, at the time of termination, as well as lost profits.

Contractor disclaims and Owners waive all warranties that could be made regarding the presence of asbestos, radon, lead, mold or any other environmental hazard.

**By their signatures below, Contractor and Owner  
acknowledge and agree to the entire disclaimer written herein.**

X \_\_\_\_\_ X \_\_\_\_\_  
Contractor or Contractor's Agent sign here Owner sign here