



Quote

Proposal Date: 7/15/2024
Proposal Name: Don Fabrikant
Inspector Ninja: Brett Wilder

Crawl Space Ninja
6011 Ridan Drive
Knoxville, TN 37909
(865) 659-0390

946 Bull Mountain Rd
Del Rio, TN 37727

Basement - Carbon Fiber (8' wall) - 20 Each

Subtotal	\$17,000.00
Total:	\$17,000.00

GENERAL CONTRACT AGREEMENT

GENERAL AGREEMENT. This Agreement is between Indoor Air Quality Specialists, Inc. dba Crawl Space Ninja of Knoxville (hereinafter referred to as the Contractor) and _____ (hereinafter referred to as the Customer). Customer will honor, perform, and satisfy the obligations set forth in this Agreement and expressly authorizes Contractor to enter and access the property in connection with the installation of the products and performance of services referenced herein. Customer understands this estimate is good for 30-days. Any alterations or deviations from the above specifications involving extra cost will be executed only upon written, signed orders and will become an extra charge over and above this written proposal. This estimate will be withdrawn if it is not accepted within 30 days. Contractor's representative(s) has fully explained the merits of the repair work to be completed and has not made any VERBAL AGREEMENTS not covered in this Agreement. The Customer will pay for products and services provided under this Agreement in full upon completion. Customer agrees to pay a late payment of 1.5% per month, or the maximum allowed by law (if lower), on all amounts not paid in full when due. Checks should be made payable to Crawl Space Ninja of Knoxville. There is a \$35 return check fee. Credit card payments may be subject to an additional 3.2% fee if applicable.

NOTICE PROVISION. Any notice, payment, demand, request or other communication required or permitted to be delivered or given by the provisions of this Agreement shall be deemed to have been effectively delivered or given and received (i) on the date personally delivered to the respective party to whom it is directed, or by facsimile, upon confirmation of receipt, (ii) five (5) business days after the date it is sent by domestic registered or certified mail, with postage and charges prepaid, or (iii) on the first business day following the date of dispatch if delivered by a recognized next-day courier service, and addressed to the parties at their addresses as set forth in the Contractor's books and records

MAXIMUM LIABILITY. The Customer understands that the maximum liability of Contractor is limited to the Total Contract Amount as described in this Agreement. Contractor is not responsible for expenses/repairs that exceed this amount. Any disputes that cannot be resolved must be settled in court where the Corporate Branch that issued this Agreement resides. The Customer understands that they may be required to travel to the county in which the court is located.

CHOICE OF LAWS. This Agreement shall be covered by and construed and enforced in accordance with and subject to the laws of the State of Tennessee. Any legal proceeding brought by either party for enforcing any right or obligation under this Agreement, or arising under any matter pertaining to this Agreement or the services to be rendered hereunder, shall be submitted without jury before any court of competent jurisdiction in the State of Tennessee. The parties hereto expressly waive trial by jury

ATTORNEYS' FEES. If any legal action or any arbitration or other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default, or misrepresentation in connection with any of the provisions of this Agreement, the successful or prevailing party or parties will be entitled to recover reasonable attorneys' fees and other costs incurred in that action or proceeding, in addition to any other relief to which it or they may be entitled.

WARRANTY CLAIMS. All warranty claims must be submitted via phone or email to the Contractor. Contractor will schedule and perform all warranty work for jobs meeting warranty requirements as listed in the Warranty and Limitations section. For mechanical items covered by separate manufacturer warranty, Contractor will work with the manufacturer on behalf of the Customer to get items repaired for items still covered by warranty.

LIMITATIONS. The following are expressly excluded from the Contractor Warranty, and Contractor shall have no liability or responsibility in connection with, and Customer holds Contractor harmless from: (a) exterior waterproofing; (b) system damage caused by Customer or Customer's negligence, misuse, abuse, or alteration, or by other contractors; (c) dust incidental to installation; (d) mold or damage caused by mold; (e) failure or delay in performance or damage caused by acts of nature (flood, fire, storm, methane gas, etc.), acts of civil or military authority, or any other cause outside of the control of contractor; (f) damage done during or as a result of a lifting or attempted lifting efforts for floor supports; (g) heave or any related damages; (h) damage caused by lateral movements or forces of hillside creep, land sliding or slumping of fill soils of deep embankments; (i) achieving any type of lifting results (including closing cracks, rendering doors or windows operational, or otherwise); (j) condensation (or any damage resulting from condensation); (k) any system, solution, or product that has been altered in any way, concrete discoloration, water squirting out of the walls over any waterproofing products installed, window well flooding, plumbing leaks, surface water flooding, leaks from chimneys or garages, or efflorescence (white powder) on concrete; (l) damage to hidden lines (including utilities or plumbing), or frozen discharge lines; (m) all landscaping (which includes, but is not limited to grass, sod, shrubs, trees, bushes, flowers, etc.), and any damage arising from or relating to work; (n) damage (water or otherwise) to real or personal property such as counter top, framing, sheetrock, exterior materials, cabinets, appliances, floor coverings, furniture, stored items, walls (finished or otherwise), and other objects or personal property, including any damage alleged to have been done by Contractor's use of equipment necessary to complete the job; (o) and any damages caused by animals or rodents, vandalism, or 3rd parties; (p) any building code changes that may

occur as a result of encapsulation that causes existing equipment to need additional work to bring back into code compliance (including gas furnace and gas water heaters). (q) ground or soil subsidence.

TRANSFERABILITY. The Warranty information outlined in this Agreement is transferable (1) time to a subsequent owner. The additional warranty period will be one year from the date of sale of the property. The work specified in this Agreement must be paid in full by the Customer before the transfer occurs. The new homeowner must take over the Service Agreement to continue any limited lifetime equipment warranty coverage. Contractor must be notified within 30 days, in writing via email with a replied confirmation from contractor or certified letter, of the real estate transaction for any warranty transfers to be valid.

THE CUSTOMER IS RESPONSIBLE FOR:

- (1) Providing proper dedicated electrical outlets (on separate breakers if needed) for all dehumidifiers, pumps, and other electrical devices to be installed. In the event an electrician is needed, the Customer is responsible for finding an electrician and paying them directly. Contractor is not responsible for any electrical work or outlets needed in order to install or run equipment during work or installation.
- (2) Removing all items stored in the crawl space when applicable and/or moving items at least 10 feet away from work area in basement, preparing the work area for installation, and making sure that the living space is sealed off from the work area prior to work being performed.
- (3) Marking private utilities and other lines as may be buried or otherwise hidden (and Customer shall be responsible for all liability if damage occurs to or in connection with such lines).
- (4) Finishing carpentry, painting, paneling, landscaping, and all other work that may be necessary after the work is completed.
- (5) Maintaining positive drainage away from crawl space foundation and/or repaired basement walls.
- (6) Keeping gutters clean and in good working order.
- (7) Any demolition that is required for work to be performed. Including but limited to, sheetrock, studs, electrical, and floor covering.
- (8) Moving any items or equipment away from wall. Including but not limited to, water heater, HVAC, and gas lines.

WARRANTY and LIMITATIONS

VAPOR BARRIER. • Ninja Exclusive Vapor Barrier (VB) included in Lifetime Crawl Space Bronze/Silver/Gold/Platinum Packages carries a Limited Lifetime Warranty. • Limited LIFETIME Warranty is defined as the life of you owning the home from the date of install. It covers against manufacturer's defect only and does not cover labor expense for replacement

MECHANICAL ITEMS. • All mechanical items such as dehumidifiers, pumps, fans, etc. are covered by a separate manufacturer's warranty. Dehumidifiers require semi-annual maintenance and sump pumps require annual maintenance in order to maintain manufacturer's warranties. There may be a service charge for removing/ replacing any mechanical items under manufacturer's warranty unless a separate Crawl Space Ninja Service Agreement is initiated. • Contractor is not responsible for sound mitigation measures. Sound mitigation measures may be added to contract at additional cost. Sound mitigation measures may not eliminate sound completely.

WATERPROOFING & WATER MANAGEMENT. • Crawl Space Water Management Systems (WMS) will direct groundwater seepage away from the structure along the perimeter where the WMS is installed; any area where the System is not installed will not be protected or covered under warranty. The WMS is warranted for life to not to clog, rust, rot, or corrode. Limited lifetime guarantee against clog and collapse. Sump pumps come with a 5-year manufacturer warranty. • A full perimeter WMS is always recommended for all structures. Because the inspector can only see the moisture conditions of the crawl space that are visible at the time of the inspection, and due to conditions always changing (gutters, outside drainage, grading, etc.); Contractor must recommend a full perimeter drainage system for all crawl spaces. If the entire perimeter of the crawl space was not treated, then additional work at an additional charge may be necessary to extend the system or treat other areas and/or other problems not addressed by this work. In addition, a pump or power failure is possible, therefore this warranty is not a guarantee of a dry crawl space, as partial perimeter Systems cannot guarantee that in all circumstances. • The Customer understands that the crawl space must be kept free from outside water intrusion, flooding, animal damage, and high relative humidity now and in the future. Contractor is not responsible for flash flooding or crawl space flooding above the door/or entering the crawl space. Contractor is not responsible or required to repair damage from water entering above plastic, through sill plate, rim joists, vents, doors, windows or door wells. Contractor is not responsible for water entering foundation at a rate higher than pump is rated to handle, power loss causing pump to be inoperable or pump failure. Contractor is not responsible for repairs from any leaks or water intrusion from areas above the vapor barrier. This includes but is not limited to rim joists, sill plates, outside flashing, decks, water pipes, plumbing and HVAC. Contractor is not responsible for crawl space flooding when VB is not properly attached to foundation walls and pillars. • Seepage from underground springs not located near the WMS or that produce too much water for the WMS to handle is not covered under warranty. Battery backups, electrical work, discharges, lines, pipes, and connections, and ongoing maintenance requirements are not covered under warranty. • Flash flooding, natural disaster areas or homes in a flood plain are not covered under warranty due to the amount of water exceeding the pump and trenches ability to remove water properly. Please let Contractor know if your home is at risk for flooding issues. Contractor is NOT responsible for any repair work to our crawl space encapsulation packages if the crawl space floods after

installation and a WMS was not installed. Contractor is not responsible to repair/replace items due to flooding, power loss or pump failure. Flood insurance may be needed. Flooded and wet crawl spaces require an interior Water Management System (WMS) which includes a sump pump every 140 linear feet and full perimeter trench to address standing water; if one is not installed, Contractor is NOT responsible for any standing water now or in the future that enters the crawl space. • Crawl Space WMS Limited Lifetime Warranty shall not apply to: condensation, or any system that has been altered in any way, water vapor transmission, concrete discoloration from capillary action, water squirting out of the walls over the system, window well flooding, plumbing leaks, surface water flooding, leaks from chimneys, doors, or garages, water that enters as a result of other water sources (such as pump failure, plumbing, flood zones, or more water entering than operational pump is designed to handle, or efflorescence (white powder) on concrete. Contractor cannot be responsible for peeling paint, water once pumped from the house, dust created from installation, damage to hidden fuel lines or plumbing, or frozen discharge lines without an IceGuard. Systems that drain to daylight cannot be warranted by the Contractor if such drain: does not drain enough water, does not drain water from under the floor, clogs or freezes. While drainage systems clogging or malfunctioning from iron ochre, iron gel or iron bacteria (zooglea) from the soil are rare, the Contractor cannot be responsible for these situations, and that system will require cleaning, flushing or other service as necessary to keep it functioning for that particular situation. • Hidden Footers. Contractor is not responsible if hidden footers that were not seen during the initial inspection are discovered while digging the trench for the WMS. These may need to be addressed by adding additional trenching and/or a sump pump(s).

FLOOR SUPPORTS. Contractor warrants that Floor Supports will stabilize and support the affected area(s) from further settlement where they are installed for a period of 30 days from the date of installation. If supports need to be adjusted after 30 days, a fee may occur.

Helical Piers / Push Piers – Contractor warrants the helical/push piers will stabilize the affected area(s) against further settlement for the lifetime of the structure, where the piers are installed, or else Contractor will provide the labor and materials, at no cost to the Customer, to adjust the helical/push piers. Contractor does not warrant to lift, to close cracks, to render doors and windows operational or to move walls back to their original position but will do its best to achieve positive results in this regard.

WALL SUPPORTS. If you purchase and we install I-beams and/or Carbon Strips to stabilize a wall (as applicable, a “Wall Support”), Contractor warrants that such Wall Supports will work to stabilize the affected area(s) from further inward movement where they are installed for the LIFETIME of the structure, from the date of installation; provided, that (a) if a wall does not have Wall Supports installed along the entire area of the wall, from corner to corner, such wall will not be warranted and any Wall Support installed on such wall will not be warranted; and (b) Wall Supports are warranted solely for stability, not straightening.

WOOD CLEANING. Crawl Space Gold/Platinum Packages offer a Limited 1-Year Clean Wood Warranty. Any wood cleaner applied will stop working as soon as the relative humidity rises above 60% and/or wood moisture content rises above 12%. The Customer is responsible for ensuring relative humidity stays below 60% and wood moisture stays below 12%. Environment that caused mold to grow must be permanently corrected in order to prevent mold. Relative humidity must be kept below 55% to create an environment less affected by mold growth. Crawl space encapsulation is not a mold mitigation system, and mold occurring in a crawl space and related issues and damage is not covered under warranty. A latex-based moisture barrier can be added to Gold and Platinum Packages to extend to a Limited 10-Year Clean Wood Warranty. Warranty only covers areas that are accessible to application of wood cleaner. Contractor is not responsible for any material (included but not limited to sodium bicarbonate, mold spores, chemicals or dust) that may enter duct work, the HVAC system or the living space due to improper duct sealing or installation or gaps in floors, around baseboards or other penetrations in the home or subfloor. Contractor does not guarantee wood cleaning process to remove staining from wood surfaces. Contractor is not responsible for musty smells or any other odors that come from or through the crawl space or basement duct work, the HVAC system or the living space due to improper duct sealing or installation or gaps in floors, around baseboards or other penetrations in the home or subfloor. Contractor cleaning process does not include the interior duct work. Contractor recommends having ducts, HVAC unit, and entire living space properly cleaned by a professional cleaning service after your crawl space or basement work is complete at the homeowner's expense. Contractor recommends duct sealing. Customer is responsible for reading manufacturer MSDS to ensure cleaners used are not a hazard or allergen to homeowner or current occupants. Crawl Space Ninja recommends occupants not be present during wood cleaning if there are any concerns. MSDS available upon request.

SOIL GASES. Please note that on rare occasions soil gases can enter the crawl space at a rate higher than a standard active ventilation system can process. This happens when some homes are built in areas where soils can give off methane and other gases that were previously unknown or undetected until the crawl space is sealed. In the event soil gases are detected after proper crawl space encapsulation and an active ventilation system is installed, a submembrane soil gas system will need to be installed at a separate charge.

UNOCCUPIED OR VACANT HOUSE. All warranty information outlined in this Agreement will be voided if the home is unoccupied for more than fourteen (14) days.

Water Management System Agreement If full perimeter water management system is not included/installed in this agreement and water intrusion becomes an issue, contractor is not responsible and adequate drainage will need to be

installed at added cost to customer. Your crawl space could flood if the foundation wall moisture level is above 20%. Although your inspector may see no standing water today, based on this data we highly recommend a Water Management System. **Homeowner's Initials:** _____

Mechanical Equipment Customer understands that Crawl Space Ninja will be installing mechanical devices. These devices produce sound while running. See limitations for more detail. **Homeowner's Initials:** _____

Soda Blasting Agreement I understand that soda from the soda blasting process may enter my home and/or duct work. Crawl Space Ninja is not responsible for cleaning soda that escapes the soda blasting containment area. **Homeowner's Initials:** _____

Final Inspection Customer agrees to be available for final inspection within 5 business days of job completion. **Homeowner's Initials:** _____

Payment Customer to pay foreman/inspector balance or sign finance documents upon completion of final inspection and all work proposed and agreed upon in this contract is complete. **Homeowner's Initials:** _____

Personal Items Customer to have personal items removed from work areas or areas needing to access to complete work prior to install (if necessary). **Homeowner's Initials:** _____

Homeowner(s), Print/Sign/Date

Inspector, Agent of Crawl Space Ninja, Print/Sign/Date

Operations Manager Approval, Agent of Crawl Space Ninja
Print/Sign/Date