

## **D & M Excavating, Inc. Service Disclaimer**

### **1. DEFINITIONS**

- A. The term "CONTRACTOR" herein refers to D & M EXACAVATING, INC. AND ITS AFFILIATES
- B. The term "CUSTOMER" herein refers to the person/agent whom the CONTRACTOR is rendering its services.

### **2. UNFORESEEN CONDITIONS**

- A. If conditions and/or circumstances are encountered at the job site which are concealed physical conditions, or unknown physical conditions of any nature, which differ materially from that which is visually ascertained, CUSTOMER agrees to accept responsibility for such conditions and those circumstances outside the control of CONTRACTOR and further agrees to pay for any labor or material, including repair to damaged equipment of CONTRACTOR caused by such conditions and/or circumstances.
- B. It is the intent of this provision to make CUSTOMER aware of their responsibility for (1) unforeseen and concealed conditions, and (2) for that CONTRACTOR cannot control. Accordingly, CUSTOMER further agrees to hold CONTRACTOR harmless and shall indemnify and defend CONTRACTOR and all its agents and employees from and against all claims, damages, losses and expenses, including but not limited to attorney fees, consequential damages, arising out or as a result from the performance of CONTRACTORS work involving, affecting or relating to such unforeseen or concealed conditions regardless of whether such damages are caused in part by CONTRACTOR.
- C. Asbestos or other Hazardous Materials Remediation Work – CONTRACTOR has no information whatsoever with respect to asbestos or other hazardous materials or substances in any portion of the CUSTOMERS property and has not conducted any investigation in connection herewith. CONTRACTOR does not perform asbestos or other hazardous materials or substances removal and CONTRACTOR shall have no responsibility whatsoever and CUSTOMER expressing releases CONTRACTOR from any liability whatsoever and for any claims arising out of its presence, release, remediation or removal and for any costs, losses or damages CUSTOMER may suffer or sustain if it is found to exist on the CUSTOMERS property. In the event asbestos or other hazardous materials or substances are found to exist on the CUSTOMERS property or if any remediation action or work, including investigation is required to be performed on the CUSTOMERS property concerning asbestos or other hazardous materials or substances, all work by CONTRACTOR will cease until such time as CUSTOMER has, at CUSTOMERS sole expense, caused said asbestos and other materials or substances to be removed in compliance with applicable laws relating thereto.
- D. Mold or Mold Spores – CONTRACTOR recommends that you hire a professional water damage restoration company to clean and treat an area that has water damage or as a result of work performed. CONTRACTOR is not responsible for any damage or ill health caused by mold. CUSTOMER agrees to waive all claims against CONTRACTOR that may related to such work.

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CUSTOMER Signature

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Date

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CONTRACTOR Signature

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Date