

874 Pascal St

TWIN CITIES RESTORATION

111 1ST ST SE SUITE 2

OSSEO, MN 55369

612-888-9488

BC# 676500



09/12/2016

TO WHOM THIS MAY CONCERN;

WE ARE THE GENERAL CONTRACTORS THAT WILL BE REMODELING THE PROPERTY AT 874 PASCAL ST IN ST PAUL MN.

THE PROPERTY WILL BE EXTENSIVELY REMODELED AND BROUGHT BACK UP TO CODE DURING THIS REMODEL. THE CURRENT PLAN IS TO GUT THE EXTERIOR AND INTERIOR TO THE STUDS. WE ALSO PLAN TO ADD A BATHROOM AND BEDROOM TO THE BASEMENT.

WE ESTIMATE THIS TO TAKE APPROXIMATELY \$80,000.00 AND WORK CAN BEGIN AS SOON AS ALLOWED. THE COSTS FOR THIS PROJECT WILL BE INCURRED BY US ON BEHALF OF ANITA MACK AND WILL BE PAID BACK AT THE TIME OF THE SALE TO THE END USER.

AS OF TODAY OUR CASH ON HAND IS OVER \$104,000.00 AND WE ALSO HAVE TWO LINES OF CREDIT AT OUR DISPOSAL FOR ANOTHER TOTAL OF \$85,000.00.

A handwritten signature in black ink, appearing to read 'Nate Berg'. The signature is fluid and cursive, with a large, sweeping loop at the end of the last name.

NATE BERG

PRESIDENT

SCENE CLEAN INC., DBA TCR

TWIN CITIES RESTORATION (TCR)

CONSTRUCTION CONTRACT

DATE: 9-1-16

OWNER'S (or Responsible Party) NAME: Anita Mack

OWNER'S MAILING ADDRESS: 879 Pascal St. St. Paul MN 55104

JOB LOCATION: 874 Pascal St. St. Paul MN 55104

TWIN CITIES RESTORATION.(TCR), ("BUILDER or COMPANY") AGREE AS FOLLOWS:

1. Contract Documents and Work. Builder agrees to perform the following work per:

Insurance scope (All insurance draft payments are to be released to Twin Cities Restoration when received.)

Attached signed and dated plans, specifications, and pricing. ("Work.") Additional Work, if any Not Applicable

All plans and specifications remain the property of the Owner, and were purchased by Owner under the terms of a separate contract dated N.A.. The plans and specifications may be used by Builder to complete the work under this Construction Contract, but the plans and specification otherwise remains the property of the Owner.

2. Cost of Work and Payment. Owner agrees to pay Builder \$ Cost + 10% for the Work as follows:

Reimbursed @ time of sale.

Full description per attached description documents.

\$ 0 Initial down payment, the receipt of which is hereby due acknowledged. The parties agree that the down payment and all subsequent payments will be paid directly to the Builder on or before the dates specified, and may be deposited by the Builder in the Builder's operating account, and will not be held in escrow.

Payment #2 \$ See line 2

\$ 0 to be paid upon significant completion of project, subject to additions and deletions as described in the construction contract and/or change orders. The outstanding balance not paid within 5 calendar days of significant completion will incur the highest interest rate allowed by law.

The price for the Work includes: all labor, materials, building permits, temporary power and other utilities necessary for Builder to perform hereunder, all clean-up costs, waste removal, and any applicable allowances per specifications. Owner is responsible for all utility costs to the Property not included in this Contract.

Note: All money paid at the time this Agreement is signed and at any time before closing is considered a non-refundable deposit to be applied toward Builder's costs and expenses to be deposited in Builder's general account. If this contract is breached by the Builder, causing a termination of the contract by the Owner, Builder shall be entitled to keep the deposits which cover labor and materials already rendered up to the time of the breach. All monies already paid by Owner to Builder but not yet expended on materials or labor by Builder may be refunded to Owner at Builder's election.

In the event Builder experiences extraordinary and unanticipated costs or expenses in performance of this contract that could not have reasonably foreseen, Owner and Builder agree to negotiate in good faith for additional compensation to Builder, if warranted.

Initials AEM

If Owner fails to pay the Builder any payments due under the terms of this Contract within five (5) days of Builder's request for payment, the Builder may stop the Work without further notice. Owner will be liable to Builder for all payments due up to the time the Work is stopped, and for all losses sustained by the Builder on labor, materials, machinery, equipment or tools, overhead, profit, all other costs and damages. The Builder will only restart the Work after Owner has paid all money due the Builder and the Builder is satisfied that Owner(s) have the ability to pay for the remaining Work.

Owner is obligated to cooperate with Builder in order to enable Builder to complete the Work. If at any time the Builder reasonably believes that Owner is not cooperating in completing the work, or Owner will not pay the Builder any payment scheduled to be paid under this Contract, after five (5) days written notice to Owner, the Builder may stop the work. If Owner provides the Builder with evidence, satisfactory to the Builder, of Owner's willingness and ability to meet all of Owner's obligations under this Contract, Builder may continue Work under the Contract.

If the Work has stopped for any reason by actions of the Owner, for more than 10 days, Builder may terminate this Contract and recover from Owner payment for all Work completed, and for all damages and losses sustained by the Builder on all labor, materials, machinery, equipment or tools, profit, overhead, all other costs and losses sustained by Builder.

Owner gives Builder permission to inquire of Owner's credit rating and any credit references for the sole purpose of confirming Owner's ability to pay the amount due under this Contract. If requested, Owner will provide Builder written authorization for Owner's lender and/or other credit references to communicate with Builder.

Authorization to disclose Policy Information and Direction to Pay. Customer hereby orders, instructs, and directs any applicable insurer to pay the Proceeds directly to Company, naming the Company as sole payee on any check, draft, or other item and work with TCR in obtaining policy information and policy benefits. If the applicable policy of insurance requires that any check, draft, or other item be payable to the order of Customer, then Customer hereby orders, instructs, and directs the insurer to name Company as a co-payee. If, despite this assignment, an insurer pays all or any portion of the Proceeds to Customer or to any person or entity under the care, custody, or control of Customer, then Customer or such other person or entity shall hold such Proceeds in trust for the benefit of Company. Customer shall immediately deliver the Proceeds to Company, or cause such person or entity to do so, as the case may be. Customer assumes all of the fiduciary duties of a trustee for the benefit of Company with respect to such Proceeds, and shall be subject to criminal penalties for the misappropriation of any such Proceeds. Company is entitled to and shall receive any and all Overhead and Profit (O&P) amounts paid by insurance above and beyond the final invoice amount.

3. Starts and Completion. The Builder agrees to begin work within 10 business days of start date listed below. It is understood that building permit is issued as of / / . Builder will use its best efforts to complete the Work on time *as stated in the below time schedule.*

Start date: / / *upon city approval*

Completion date: / / (subject to change do to additions or deletions) *90-120 days*

Owner agrees that the Builder is not responsible for delays in completion of the Work for reasons, limited to, to extraordinary weather, strikes, war, material shortage, government regulations, court actions or any other cause beyond the Builder's control. If for any reason Builder has not started the project within 30 days after the date of this agreement, Owner may cancel this Contract and Owner agrees to accept a refund of any deposit payment on termination of this Contract as Owner's only remedy.

4. Subcontractors and Other Work. Builder will use subcontractors and suppliers. Owner will not hire or make separate contracts with any of Builder's subcontractors or suppliers unless Owner has Builder's prior, written consent. Owner will not hire outside contractors or suppliers to do any part of the construction without the written permission from the Builder. Owner will not contact any of Builder's subcontractors or suppliers in regards to scheduling, or to adjust scheduling.

Owner and the Builder have agreed that Owner or Owner's agent will do the following part of the Work:

None

Materials and labor supplied by the owner often create scheduling and warranty problems. We do not recommend supplying material or labor for your own protection. Should you decide to supply materials they will be exempt from our warranty and, at our discretion, void the warranty of related work if failure occurs.

Should work to be performed by the owner cause delays in the work we or our subcontractors are to perform as part of this contract you may, at our discretion, be charged for the time if we or the subcontractors cannot work on another project elsewhere during the delay. Owner assumes all liability for injury or damage to materials or premises while engaged in Owner Supplied Labor.

5. Change Orders. Owner understands that there are no oral agreements between Owner and Builder. Everything Owner expects Builder to do have been included, in writing, in this Contract. Nothing in this Contract can be changed unless it is changed in writing on a separate Change Order form and signed by both Owner and Builder. In addition to the cost of the materials and labor for the Change Order, Builder may charge Owner an additional \$50.00 administrative fee for each Change Order and require Owner to pay the cost of the Change Order at the time it is signed. If more than one person signs this Contract, either person may sign a Change Order and the other person agrees to the Change Order.

6. Allowances. Allowances are costs in this Contract that the Builder has estimated. The price Owner will pay in this Contract may increase or decrease, depending on the selections Owner makes on the allowances. Owner agrees to pay the extra costs for all allowance items Owner selects that exceed the cost that the Builder has estimated for the allowance. Builder may collect the additional cost for the allowance at the time Owner makes Owner's choice, or at closing. If Owner's choice results in a cost that is lower than the allowance, Owner will be given a credit against the purchase price at closing.

7. Matching Materials. The company will make every attempt to obtain materials that are equal to or the same as the original. However, this is not always possible and the homeowner understands and agrees that the company has the right to substitute materials of similar quality, pattern, and design if unable to obtain the exact matching materials.

8. Hidden damages. For the purpose of this contract, a hidden, concealed and unforeseeable condition shall mean a condition not readily observable to an experienced contractor or subcontractor inspecting the property for the purpose of estimating for and performing the work specified within the contents of this contract. Any hidden damages will incur an immediate change order and additional expense.

9. Owner's Right to Terminate Owner shall have a right to terminate this contract, seek alternative means of completing the project, and/or pursue Builder for all costs, expenses and damages incurred by Owners, in the event Builder does any of the following:

- a. Fails to timely complete the Work as agreed upon by the parties, except for delays caused by extraordinary weather conditions, Acts of God, or other unforeseeable factors beyond Builder's reasonable control or anticipation;
- b. Fails to pay any subcontractor hired by Builder despite being paid by Owner, which thereby causes the subcontractor to file a mechanic's lien against Owner's property;
- c. Fails to follow the plans and specifications as provided by Owners or Owners' designers and architects.
- d. Fails to negotiate change orders in good faith or fails put any change orders in writing;
- e. Demands payments from Owners to which Builder is not entitled;
- f. Refuses to proceed with work hereunder at any stage of the project without lawful basis for such refusal;
- g. Fails to abide by applicable laws, rules, regulations, ordinances, or other requirements; or
- h. Any other breach of the terms of this Contract or the Statement of Work.

Builder represents and warrants to Owners that it has the right to enter into this Agreement, that all Work provided hereunder shall comply with all applicable laws, regulations, ordinances, and building codes, and that all work shall be performed with reasonable care and skill.

10. Owner's Representation. Owner's signature on this Contract attests to Owner's financial responsibility, ability and willingness to pay in accordance with the terms of this Contract. Owner represents to Builder that Owner has no plans to file bankruptcy or seek other protection from Owner's creditors that all the information in this Contract is correct, and that Owner has read and understands this Contract.

11. NOTICES. THE OWNER IS ADVISED THAT IF THE PROJECT INVOLVES THE OWNER'S HOMESTEAD, FEDERAL LAW ALLOWS THE OWNER TO TERMINATE THIS CONTRACT FOR ANY REASON WITHIN THREE (3) DAYS AFTER SIGNING IT. The Pre-Lien Notice required to be given by Minnesota State Law is attached. Also attached is the Urea Formaldehyde Notice.

12. Owner's Warranties. Owner represents and agrees as follows:

- a. Prior to beginning the Work, upon request of Builder, Owner will provide Builder with a copy of Owner's property insurance policy showing coverage for property damage and liability claims. Owner will be responsible for losses not covered by Builder's insurance, including any deductible.
- b. Builder retains the right to file, perfect and commence a lawsuit to enforce mechanic's lien rights against the Property. Owner acknowledges receipt of the attached Pre-Lien Notice.
- c. Owner warrants to Builder that Owner has fee title to (owns) the Property on which the Work is being done, or otherwise has full legal authority to authorize the Work and enter into this Agreement.
- d. Owner agrees to allow placement of a lock box and agrees to allow access to house by Builder six days per week from 7:00 am to 7:00 pm. Should an emergency arise necessitating Builder to work outside these hours to timely complete the Work or prevent damage to the Property due to extreme weather or otherwise, the Builder will be allowed to work any hours as needed except those regulated by city code.
- e. Owner agrees to allow Builder to place advertising signage in yard at Builder's desired location during term of contract. Owner will apply any permits to interior side of glass at front of house. Builder may also place temporary signage in yard directing suppliers to unload materials at specific locations, as allowed and regulated by city code.
- f. Owner agrees to allow all personnel access to electric panel at all times without the use of a key.
- g. Owner agrees to allow on site storage of building materials and dumpster for material disposal as allowed and regulated by city code.
- h. Owner agrees to allow building inspectors to visit the Property at will.

13. Builder's Warranty. Aside from an emergency, it is common for homeowner's to notice small problems during the first six months following completion of the Work. Owners shall have all warranty rights as provided in the

"Warranty from Twin Cities Restoration" provided by Builder to Owners, in addition to all rights under Minnesota Statutes, regulations, and common law. Upon discovery of any defects, Owner shall timely provide written notice of defects to Builder, and Builder agrees to timely repair the defects at Builder's expense. Written lists of repairs must be mailed to:

Twin Cities Restoration
111 1st ST SE, STE 2
Minneapolis, MN 55369
Telephone: 612-888-9488

14. Vegetation/Sprinkler Systems. Builder is not responsible for sprinkler systems, trees, brush, shrubs, lawn, or any other vegetation on the Property that may be destroyed, damaged or harmed in any way during construction. Owner accepts all responsibility for any sprinkler systems, all vegetation on the Property, and agrees that Builder is not responsible, under any conditions, for any damage or loss of sprinkler systems, trees, shrubs, brush, lawn or any other vegetation on the Property. Notwithstanding the foregoing, Builder agrees to make every effort to prevent damage to sprinkler system, trees and vegetation.

15. Governing Law and Dispute Resolution. This Agreement has been made under the laws of the State of Minnesota, and such laws will govern its interpretation and enforcement. In the event of a controversy, claim, or dispute arising between the parties arising under or relating to this Agreement, the parties agree to the following dispute resolution procedures

a. Reconciliation. Representatives of each party having knowledge of the circumstances giving rise to the dispute and authority to bind their party shall meet in good faith in an attempt to resolve any dispute in a manner that seeks first to preserve the business relationship between the parties, and second to remedy the perceived problem with the least amount of cost or disruption to either party.

b. Golden Rule. Until any controversy, claim, or dispute of whatever nature arising between the parties is fully resolved, the parties shall treat each other with mutual respect and in a manner such party desires to be treated by the other party.

c. Mediation. If reconciliation attempts are unsuccessful, the parties shall next attempt to resolve their dispute by nonbinding mediation. Neither party shall commence a litigation proceeding against the other unless such party shall first give a written notice (a "Dispute Notice") to the other party setting forth the nature of the Dispute. The parties shall attempt in good faith to resolve the Dispute by mediation under the CPR Institute for Dispute Resolution ("CPR") Model Mediation Procedure for Business Disputes in effect at the time of this Agreement. If the parties cannot agree on the selection of a mediator within 20 days after receipt of the Dispute Notice, the mediator will be selected in accordance with the CPR Procedure. The provision of a Dispute Notice and good faith attempts to take part in mediation shall toll the running of any applicable Statutes of Limitation.

d. Jurisdiction. Unless otherwise agreed by the parties, all actions or proceedings for relief arising out of or relating to this Agreement shall be brought in the Fourth Judicial District Court of the State of Minnesota for Hennepin County or in the United States District Court for the District of Minnesota in Minneapolis, and each party consents to the jurisdiction of either of those courts over them as to such actions or proceedings and waives any objection it may have now or in the future that either of those courts is an inconvenient forum for such actions or proceedings.

e. Attorney's Fees. In any court or other contested dispute resolution proceeding brought by either party hereto arising out of or relating to this Agreement or its performance, the prevailing party shall be entitled to recover all court costs, attorneys' fees and other expenses relating to such proceeding from the non-prevailing party.

16. Insurance Remediation Scope. Most insurance work pricing is determined by Xactimate. The line items on this Xactimate report are not to be considered the final determination of scope or price. Scope of work often changes with remediation work due to the nature of the damage and the cause. Furthermore the pricing found in Xactimate may limit payments allowed for certain categories and an adjuster may make up for pricing in another category. Not every line item in a Xactimate report may be applicable to the job. The agreed price of the job is based off the contract agreement as a whole not as a line by line. The company has the right to make up for losses from one category and place funds into another. This does not waive the right by the customer to have work done professionally and properly by current building codes.

17. Insurance. Company agrees to maintain adequate insurance to comply with any requirements of statute or law. Customer agrees, upon request of Company prior to commencement of the Work, to provide Company with a copy of Customer's property insurance policy showing coverage for property damage and liability claims.

18. Modification/Waiver. This Agreement shall not be altered, amended, or modified by oral representation made before or after the execution of this Agreement. Any modifications to this Agreement must be in writing and duly executed by all Parties. Any waiver of any requirement of this Agreement must be in writing, and shall be limited to the circumstance or event specifically referenced in the written waiver document and shall not be deemed a waiver of any other term of this Agreement.

19. Indemnification. Customer agrees to indemnify and hold harmless Company from any physical damage to property or injury to persons, including death, to the extent resulting directly from negligence of Customer or its agents under or arising out of this Agreement. In the event any such damage or injury is caused by the joint or concurrent negligence of

Company and Customer, the loss shall be borne by each party in proportion to its negligence.

Customer hereby releases Company from, and agrees to indemnify and hold harmless Company against or from any and all claims by any person or entity pertaining or relating to, arising from, or any way connected with (a) the destruction or other disposition of Contaminated Property by Company; and (b) the removal of any property from the Property at the request of Customer and the disposition thereof, and (c) any claim that might arise from Company not being allowed to finish its work or that arises from failure by Customer to follow recommended procedures (such as drying equipment being removed prematurely) (d) damage caused by any equipment used in conjunction with performing its job such as but not limited to dumpsters, etc.

20. Non-Disparagement agreement. Customer agrees not to disparage or comment negatively about the Company, its employees, or management in any public forum, including any websites, blogs, or other similar forums, regarding any matter as it relates to the services provided by Company to Customer. For purposes of this Section, disparage and/or negative comment(s) shall mean any negative statement, whether written or oral, about the Company, its employees, managers, or services.

21. Binding Affect/Assignment. This Agreement shall be binding on and shall inure to the benefit of the Parties and their respective heirs, executors, administrators, agents, representatives, successors, and assignees. Any individuals whose signatures are affixed to this Agreement in a representative capacity represent and warrant that they are authorized to execute the Agreement on behalf of and to bind the entity on whose behalf the signature is affixed.

22. Entire Agreement. This Agreement, along with any addenda hereto, represents a single, integrated, written contract expressing the entire understanding and agreement between the Parties concerning the subject matter hereof and supersedes any prior agreements, whether written or oral, relating thereto.

23. Severability. The provisions of this Agreement are severable. If any portion, provision, or part of this Agreement is held, determined, or adjudicated by a court of competent jurisdiction to be invalid, unenforceable or void for any reason whatsoever, each such portion, provision or part shall be severed from the remaining portions, provisions or parts of this Agreement and shall not affect the validity or enforceability of any remaining portions, provisions or parts, which remaining portions, provisions or parts shall be enforced as amended.

24. Review of Agreement. By signing this Agreement, Customer hereby agrees that the opportunity has been given to review this Agreement, that the Agreement and its provisions have been read and are understood and agreed to, that it is understood that this Agreement may affect legal rights or claims, that an opportunity has been provided to consult with counsel of the Customer's own choosing before entering into this Agreement, that Customer has either reviewed the Agreement and discussed it with counsel of Customer's choosing or has expressly elected not to do so with full knowledge of the consequences thereof, and that Customer has entered into the Agreement of his/her/its own free will. In reviewing and executing this Agreement, each of the Parties has relied solely upon his or its own judgment, belief, and knowledge, and upon the advice and recommendations of independently-selected counsel (if any), concerning the nature, extent, and duration of the rights and claims of each of the Parties.

25. No Presumption Against Drafter. By signing this Agreement, the Parties hereby agree that the Agreement has been the product of negotiation by the Parties, and that the Parties each shall be considered to be the author of the Agreement. If any ambiguity should be found in the Agreement, such ambiguity shall not be resolved by construing the terms of the agreement in favor of or against any Party, but shall be resolved by construing the terms of the Agreement as a whole, according to their fair meaning.

26. Customer Warranty of No Pending Litigation. Customer represents and warrants that Customer is not aware of any pending or threatened litigation, action or administrative proceeding against Customer with respect the Property, nor is Customer aware of any basis or grounds for any such litigation, action or proceeding against Customer or the Property. No unpaid work, labor, or materials have been supplied to the Property upon which anyone could base a mechanics' lien, equitable lien, or any other type of lien against the Property.

27. **Covenants of Customer To Survive the Agreement.** All representations, warranties, covenants and indemnities of Customer made or agreed to in this Agreement and any certificates delivered in connection herewith shall survive the expiration, termination or cancellation of this Agreement for any reason.

28. **Captions For Convenience Use Only.** The captions in this Agreement are for convenience only and shall not define or limit any of the terms hereof.

HOMEOWNERS:

Signed: Anita E. Mack Date 9/1/16

Printed: Anita E. Mack

Signed: _____ Date _____

Printed: _____

TWIN CITIES RESTORATION

TCR
By: Wale Benj
Its: President Date 9-1-16

Builder License No.: BC676500

GENERAL CONTRACTOR PRE-LIEN NOTICE TO OWNER

PURSUANT TO MINN. STAT. § 514.011, SUBD. 1, BUILDER HEREBY MAKES THE FOLLOWING DISCLOSURE TO OWNER:

(A) ANY PERSON OR COMPANY SUPPLYING LABOR OR MATERIALS FOR THIS IMPROVEMENT TO YOUR PROPERTY MAY FILE A LIEN AGAINST YOUR PROPERTY IF THAT PERSON OR COMPANY IS NOT PAID FOR THE CONTRIBUTIONS.

(B) UNDER MINNESOTA LAW, YOU HAVE THE RIGHT TO PAY PERSONS WHO SUPPLIED LABOR OR MATERIALS FOR THIS IMPROVEMENT DIRECTLY AND DEDUCT THIS AMOUNT FROM OUR CONTRACT PRICE, OR WITHHOLD THE AMOUNTS DUE THEM FROM US

UNTIL 120 DAYS AFTER COMPLETION OF THE IMPROVEMENT UNLESS WE GIVE YOU A LIEN WAIVER SIGNED BY PERSONS WHO SUPPLIED ANY LABOR OR MATERIAL FOR THE IMPROVEMENT AND WHO GAVE YOU TIMELY NOTICE.

UREA FORMALDEHYDE DISCLOSURE OF CONTRACTOR

The State of Minnesota has a law requiring a warning to be provided in the sale of buildings or building products containing Urea Formaldehyde. Many products, particularly particle board and plywood use formaldehyde-based glue in their manufacture. Contractors who purchase and use products containing Urea Formaldehyde also have a responsibility to pass this warning on to their customers. The required warning reads as follows:

“IMPORTANT HEALTH NOTICE: SOME OF THE BUILDING MATERIALS USED IN THIS HOME (OR THESE BUILDING MATERIALS) EMIT FORMALDEHYDE. EYE, NOSE AND THROAT IRRITATION, HEADACHE, NAUSEA AND A VARIETY OF ASTHMA-LIKE SYMPTOMS, INCLUDING SHORTNESS OF BREATH, HAVE BEEN REPORTED AS A RESULT OF FORMALDEHYDE EXPOSURE, ELDERLY PERSONS AND YOUNG CHILDREN, AS WELL AS ANYONE WITH A HISTORY OF ASTHMA, ALLERGIES, OR LUNG PROBLEMS, MAY BE AT A GREATER RISK. RESEARCH IS CONTINUING ON THE POSSIBLE LONG-TERM EFFECTS OF EXPOSURE TO FORMALDEHYDE.

REDUCED VENTILATION MAY ALLOW FORMALDEHYDE AND OTHER CONTAMINANTS TO ACCUMULATE IN THE INDOOR AIR. HIGH INDOOR TEMPERATURES AND HUMIDITY RAISE FORMALDEHYDE LEVELS. WHEN A HOME IS TO BE LOCATED IN AREAS SUBJECT TO EXTREME SUMMER TEMPERATURES, AN AIR-CONDITIONING SYSTEM CAN BE USED TO CONTROL INDOOR TEMPERATURE LEVELS. OTHER MEANS OF CONTROLLED MECHANICAL VENTILATION CAN BE USED TO REDUCE LEVELS OF FORMALDEHYDE AND OTHER INDOOR AIR CONTAMINANTS.

IF OWNER HAS ANY QUESTIONS REGARDING THE HEALTH EFFECTS OF FORMALDEHYDE, CONSULT OWNER'S DOCTOR OR LOCAL HEALTH DEPARTMENT.”

TWIN CITIES RESTORATION

RELEASE AND HOLD HARMLESS AGREEMENT

Anita Mack (Owners) who owns

the real property located at:

874 Pascal St. St. Paul MN 55104 (the "Property")

herby agree to release and hold harmless TWIN CITIES RESTORATION and any and all suppliers, employees or agents from any damage to the lawn or driveway which may occur as a result of TWIN CITIES RESTORATION driving upon the lawn or driveway on the Property in the course of delivering or pick up or storage of materials and/or dumpsters.

Owner has specifically requested that TWIN CITIES RESTORATION and any suppliers, employees or agents drive upon Owner's lawn or driveway when performing work, delivering or storing materials, and/or dumpsters which TWIN CITIES RESTORATION normally does not do. Owner acknowledges that TWIN CITIES RESTORATION has informed Owner that the lawn or driveway may be damaged in the course of delivery or storage, and Owner fully and completely accepts all responsibility for any damages caused to Owners' lawn or driveway as a result of the delivery or storage or picking up said items by TWIN CITIES RESTORATION and any suppliers, employees or agents.

Rest assured TWIN CITIES RESTORATION will take every precaution not to cause any damage but this release is necessary to relieve us from damage to lawns and driveways beyond our control.

Dated 9/1/14

Owner Anita E. Mack

Owner Anita E. Mack

Sales Agent Mike Berg