



Water Mitigation Agreement

This Water Mitigation Agreement is between Roto-Rooter Services Company ("we," "us," or "our") and the customer signing below ("you" or "your") and relates to the property specified below (the "Property").

1. **Services and charges:** We will provide water extraction or mitigation services at the Property (the "Services") in accordance with a separate work order/invoice signed by you and us that specifies our services and charges. Our services will comply with standard industry practices, with such variations as we determine are appropriate. We will calculate our charges using industry specific software that is generally accepted by insurance carriers, such as Xactimate software, and will provide you or your insurance carrier a final itemized invoice at the completion of our work.

The exact scope of the Services will vary depending on the circumstances but may include some or all of the following: extracting water from floor coverings and structures (such as drywall); removing irreparably damaged or contaminated materials; applying anti-microbial agents; drying floor coverings and structures using air movers or other equipment; cleaning air using air scrubbers; cleaning floors with standard steam extraction; and deodorizing. For purposes of determining equipment usage, a portion of a day constitutes a full day. We will use conventional water extraction/mitigation methods only. If we encounter hidden or unforeseen conditions that require additional work, we will promptly notify you, and you can decide whether to add work by a written change order.

2. **Limitations on our responsibilities:** We are not responsible for the following: hidden or unforeseen conditions or the consequences of such conditions; repairing or replacing property damaged by water; finding or repairing sources of water intrusion; problems caused in the future by water damage (including mold); detecting and addressing mold or mildew issues; personal injury or property damage arising from existing or future mold or mildew issues; losses from disposing of items exposed to contaminated water; loss or damage to valuable personal items you fail to remove as provided below; or any consequential damages or lost profits arising out of water damage or the Services.

If we encounter hazardous substances, unsafe conditions, or mold, we may stop work, and you will pay us for the work performed based on our initial internal pricing calculations (prorated for partial performance). We are not obligated to perform mold remediation unless we specifically agree otherwise in a signed invoice/work order. Notwithstanding any such agreement concerning mold remediation, we do not warrant that all mold and mildew will be removed or destroyed or will never recur, and you acknowledge that the goal of mold remediation is to bring mold to normal levels, not create a "mold-free" environment. You authorize us to remove and dispose of any items exposed to grossly contaminated water that we conclude might contain pathogenic, toxigenic or other harmful agents, and you agree not to return those items to the Property. **Our liability to you for any claim arising out of the Services will in no event exceed three times the amount you actually pay us.**

3. **Your responsibilities:** You will give us access to the Property to perform the Services in the manner we deem appropriate and will limit access by others (including occupants and pets) to the job site to avoid exposing them to dangerous conditions. Before we commence work, you will remove personal items, including cash, jewelry, firearms, collectibles and any valuable items and will notify us of any known hazardous substances or unsafe conditions at the Property, including asbestos, chemicals, and the like. You will not turn off, unplug or remove any drying equipment before the time we have specified and will not allow anyone else to do so. You will be responsible for any loss or damage to our equipment while on the Property, unless caused by our gross negligence.

You release us from and agree to indemnify us and hold us harmless against any liability for personal injury, property damage or other damage or loss to you or others arising out of (a) our work, except to the extent caused by our gross negligence or breach of this agreement, or (b) hazardous substances or unsafe conditions at the Property (including mold or microbial growth of any sort).

4. **Insurance coverage:** You hereby assign to us all insurance rights, benefits and causes of action you have relating to our work and agree we may reassign those. You acknowledge that we now own your insurance claim to the extent we provide Services. You authorize us to deal directly with your insurance company and will do all things necessary for us to process the insurance claim. **There is no assurance that insurance coverage will be available to pay any of our charges, and you are ultimately responsible for paying us for the Services, whether or not you have insurance.** You represent that all information you provide us about your insurance coverage will be true and complete and authorize us to make all appropriate credit inquiries about you.

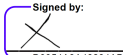
5. **Payment:** If you do not have insurance coverage or do not intend to file a claim with your carrier, you will pay us 50% of our estimated charges upon completion of the first day of work and the balance the day we complete the Services.

If you intend to file a claim with your insurance carrier, we will invoice them as a convenience to you, but you remain responsible for paying any amounts due, and we may demand full and final payment from you at any time. Unless we agree otherwise, you will pay us 50% of your deductible at the end of the day we start work and the remainder of your deductible the day we complete work. On the earlier of 10 days after you receive payment from your insurance carrier or 30 days after we complete the Services, you will pay us the remaining amount due.

You will pay interest on overdue amounts from the date due until paid at an annual rate equal to the lesser of 1.5% per month or the highest rate legally permissible. Unless prohibited by law, if we use a collection attorney or agency and prevail, you will pay us a collection fee equal to the greater of \$100.00 or 25% of the balance due.

6. **Cessation of work:** If you breach this agreement or your insurance carrier indicates insurance coverage is not available, we may stop work and remove our equipment. In that case, you will pay us for the work performed based on our initial internal pricing calculations by line item (prorated for partial performance).
7. **Cancellation:** You acknowledge that (i) you initiated contact with us, (ii) the Services are needed to meet a bona fide immediate personal emergency, (iii) you are authorizing us to provide the Services without delay because of that emergency.
8. **Miscellaneous:** You represent that you have read and understand this agreement and have full authority to enter into this agreement. This is the entire agreement between us and supersedes all prior oral or written agreements relating to the subject matter. It may not be modified or changed except by a written document signed by both parties. If any of the terms of this agreement are held invalid or unenforceable, the remaining provisions will not be affected and will continue to apply. Nothing in this agreement limits our right to seek damages for your breach of this agreement.

Customer company name (if applicable): _____

Your signature:  **Print name:** FRANKLIN PINA **Date:** 08/28/2025

To be completed by customer at the time of signing:

939 OLDHAM ST

The address of the Property is: BALTIMORE, MD 21224-4508

By signing above, you represent that you are [check one]: owner ☒, tenant ☐, property manager ☐, or other (specify) _____ [] of the Property.

Your initials:  By initialing here, you acknowledge that (i) we have not made any representations to you about whether your insurance will cover some or all of our charges and (ii) you are ultimately responsible for paying us for the Services, whether or not you have insurance.

Roto-Rooter Services Company

Our signature:  **Print name:** Jacob Roach **Date:** 08/13/2025