



SELLER'S PROPERTY CONDITION DISCLOSURE STATEMENT

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Property Address: 4 Liddy Place West Caldwell, N.J. 07002

Seller:

The purpose of this Disclosure Statement is to disclose, to the best of Seller's knowledge, the condition of the Property, as of the date set forth below. The Seller is aware that he or she is under an obligation to disclose any known material defects in the Property even if not addressed in this printed form. Seller alone is the source of all information contained in this form. All prospective buyers of the Property are cautioned to carefully inspect the Property and to carefully inspect the surrounding area for any off-site conditions that may adversely affect the Property. Moreover, this Disclosure Statement is not intended to be a substitute for prospective buyer's hiring of qualified experts to inspect the Property.

If your property consists of multiple units, systems and/or features, please provide complete answers on all such units, systems and/or features even if the question is phrased in the singular, such as if a duplex has multiple furnaces, water heaters and fireplaces.

OCCUPANCY

Yes No Unknown
[X] [] []

- 1. Age of House, if known ~ 40 years
2. Does the Seller currently occupy this property?
If not, how long has it been since Seller occupied the property?
3. What year did the seller buy the property? 1998
3a. Do you have in your possession the original or a copy of the deed evidencing your ownership of the property? If "yes," please attach a copy of it to this form.

ROOF

Yes No Unknown
[X] [] []

- 4. Age of roof ~ 20 years
5. Has roof been replaced or repaired since seller bought the property?
6. Are you aware of any roof leaks?
7. Explain any "yes" answers that you give in this section: There was a small hole in roof next to chimney where branch fell - repaired 2022-2023

ATTIC, BASEMENTS AND CRAWL SPACES (Complete only if applicable)

Yes No Unknown
[X] [] []

- 8. Does the property have one or more sump pumps?
8a. Are there any problems with the operation of any sump pump?
9. Are you aware of any water leakage, accumulation or dampness within the basement or crawl spaces or any other areas within any of the structures on the property?
9a. Are you aware of the presence of any mold or similar natural substance within the basement or crawl spaces or any other areas within any of the structures on the property?
10. Are you aware of any repairs or other attempts to control any water or dampness problem in the basement or crawl space? If "yes," describe the location, nature and date of the repairs: Basement Flood 4/22 - entire finished basement + BR replaced Mold Remediation X2
11. Are you aware of any cracks or bulges in the basement floor or foundation walls? If "yes," specify location.



- 51 12. Are you aware of any restrictions on how the attic may be used as a result of the manner in which
 52 the attic or roof was constructed?
 53 13. Is the attic or house ventilated by: a whole house fan? an attic fan?
 54 13a. Are you aware of any problems with the operation of such a fan?
 55 14. In what manner is access to the attic space provided?
 56 staircase pull down stairs crawl space with aid of ladder or other device
 57 other _____
 58 15. Explain any "yes" answers that you give in this section:
 59 _____
 60 _____

61
 62 **TERMITES/WOOD DESTROYING INSECTS, DRY ROT, PESTS**

- 63 Yes No Unknown
 64 16. Are you aware of any termites/wood destroying insects, dry rot, or pests affecting the property?
 65 17. Are you aware of any damage to the property caused by termites/wood destroying insects, dry rot,
 66 or pests?
 67 18. If "yes," has work been performed to repair the damage?
 68 19. Is your property under contract by a licensed pest control company? If "yes," state the name and
 69 address of the licensed pest control company: Jay's Exterminator Service
 70 Lewistown
 71 20. Are you aware of any termite/pest control inspections or treatments performed on the property in
 72 the past?
 73 21. Explain any "yes" answers that you give in this section:
 74 _____
 75 _____

76
 77 **STRUCTURAL ITEMS**

- 78 Yes No Unknown
 79 22. Are you aware of any movement, shifting, or other problems with walls, floors, or foundations,
 80 including any restrictions on how any space, other than the attic or roof, may be used as a result of
 81 the manner in which it was constructed?
 82 23. Are you aware if the property or any of the structures on it have ever been damaged by fire, smoke,
 83 wind or flood?
 84 24. Are you aware of any fire retardant plywood used in the construction?
 85 25. Are you aware of any current or past problems with driveways, walkways, patios, sinkholes, or
 86 retaining walls on the property?
 87 26. Are you aware of any present or past efforts made to repair any problems with the items in this
 88 section?
 89 27. Explain any "yes" answers that you give in this section. Please describe the location and nature of the
 90 problem.
 91 _____
 92 _____

93
 94 **ADDITIONS/REMODELS**

- 95 Yes No Unknown
 96 28. Are you aware of any additions, structural changes or other alterations to the structures on the
 97 property made by any present or past owners?
 98 29. Were the proper building permits and approvals obtained? Explain any "yes" answers you give in this
 99 section:
 100 Sun Room added 2008
 101 _____
 102 _____

103 **PLUMBING, WATER AND SEWAGE**

- 104 Yes No Unknown
 105 30. What is the source of your drinking water?
 106 Public Community System Well on Property Other (explain) _____
 107 31. If your drinking water source is not public, have you performed any tests on the water?
 108 If so, when? _____
 109 Attach a copy of or describe the results.
 110 _____

- 111 32. Does the wastewater from any clothes washer, dishwasher, or other appliance discharge to any location other than the sewer, septic, or other system that services the rest of the property?
- 112 33. When was well installed? _____
- 113 Location of well? _____
- 114 34. Do you have a softener, filter, or other water purification system? Leased Owned
- 115 35. What is the type of sewage system?
- 116 Public Sewer Private Sewer Septic System Cesspool Other (explain): _____
- 117 36. If you answered "septic system," have you ever had the system inspected to confirm that it is a true septic system and not a cesspool?
- 118 37. If Septic System, when was it installed? _____
- 119 Location? _____
- 120 38. When was the Septic System or Cesspool last cleaned and/or serviced? _____
- 121 39. Are you aware of any abandoned Septic Systems or Cesspools on your property?
- 122 39a. If "yes," is the closure in accordance with the municipality's ordinance? (explain): _____
- 123 40. Are you aware of any leaks, backups, or other problems relating to any of the plumbing systems and fixtures (including pipes, sinks, tubs and showers), or of any other water or sewage related problems?
- 124 If "yes," explain: _____
- 125 41. Are you aware of any shut off, disconnected, or abandoned wells, underground water or sewage tanks, or dry wells on the property?
- 126 42. Is either the private water or sewage system shared? If "yes," explain: _____
- 127 43. Water Heater: Electric Fuel Oil Gas
- 128 Age of Water Heater 2012
- 129 43a. Are you aware of any problems with the water heater?
- 130 44. Explain any "yes" answers that you give in this section: _____
- 131 _____
- 132 _____
- 133 _____
- 134 _____
- 135 _____
- 136 _____
- 137 _____
- 138 _____
- 139 _____
- 140 _____

HEATING AND AIR CONDITIONING

- 141 Yes No Unknown
- 142 45. Type of Air Conditioning:
- 143 Central one zone Central multiple zone Wall/Window Unit None
- 144 46. List any areas of the house that are not air conditioned: _____
- 145 _____
- 146 47. What is the age of Air Conditioning System? new HVAC > 10 years ago
- 147 48. Type of heat: Electric Fuel Oil Natural Gas Propane Unheated Other
- 148 49. What is the type of heating system? (for example, forced air, hot water or base board, radiator, steam heat) Forced air
- 149 50. If it is a centralized heating system, is it one zone or multiple zones?
- 150 Two zones
- 151 51. Age of furnace original Date of last service: 1/23 - CO2
- 152 52. List any areas of the house that are not heated:
- 153 leak checked - new filters
- 154 53. Are you aware of any tanks on the property, either above or underground, used to store fuel or other substances?
- 155 54. If tank is not in use, do you have a closure certificate?
- 156 55. Are you aware of any problems with any items in this section? If "yes," explain: _____
- 157 _____
- 158 _____
- 159 _____
- 160 _____
- 161 _____

WOODBURNING STOVE OR FIREPLACE

- 162 Yes No Unknown
- 163 56. Do you have wood burning stove? fireplace? insert? other
- 164 56a. Is it presently usable?
- 165 57. If you have a fireplace, when was the flue last cleaned? 1/2023
- 166 57a. Was the flue cleaned by a professional or non-professional? 1/20/23
- 167 58. Have you obtained any required permits for any such item?
- 168 59. Are you aware of any problems with any of these items? If "yes," please explain: _____
- 169 Chimney repaired
- 170 _____

171 **ELECTRICAL SYSTEM**

172 Yes No Unknown

- 173 60. What type of wiring is in this structure? Copper Aluminum Other Unknown
- 174 61. What amp service does the property have? 60 100 150 200 Other Unknown
- 175 62. Does it have 240 volt service? Which are present Circuit Breakers, Fuses or Both?
- 176 63. Are you aware of any additions to the original service?
- 177 If "yes," were the additions done by a licensed electrician? Name and address:
- 178 _____
- 179 _____
- 180 64. If "yes," were proper building permits and approvals obtained?
- 181 65. Are you aware of any wall switches, light fixtures or electrical outlets in need of repair?
- 182 66. Explain any "yes" answers you give in this section:
- 183 _____
- 184 _____

185 **LAND (SOILS, DRAINAGE AND BOUNDARIES)**

186 Yes No Unknown

- 187 67. Are you aware of any fill or expansive soil on the property?
- 188 68. Are you aware of any past or present mining operations in the area in which the property is located?
- 189 69. Is the property located in a flood hazard zone?
- 190 70. Are you aware of any drainage or flood problems affecting the property?
- 191 71. Are there any areas on the property which are designated as protected wetlands?
- 192 72. Are you aware of any encroachments, utility easements, boundary line disputes, or drainage or other easements affecting the property?
- 193 73. Are there any water retention basins on the property or the adjacent properties?
- 194 74. Are you aware if any part of the property is being claimed by the State of New Jersey as land presently or formerly covered by tidal water (Riparian claim or lease grant)? Explain:
- 195 _____
- 196 _____
- 197 75. Are you aware of any shared or common areas (for example, driveways, bridges, docks, walls, bulkheads, etc.) or maintenance agreements regarding the property?
- 198 76. Explain any "yes" answers to the preceding questions in this section:
- 199 _____
- 200 _____
- 201 77. Do you have a survey of the property?
- 202 _____
- 203 _____
- 204 _____
- 205 _____
- 206 _____

207 **ENVIRONMENTAL HAZARDS**

208 Yes No Unknown

- 209 78. Have you received any written notification from any public agency or private concern informing you that the property is adversely affected, or may be adversely affected, by a condition that exists on a property in the vicinity of this property? If "yes," attach a copy of any such notice currently in your possession.
- 210 78a. Are you aware of any condition that exists on any property in the vicinity which adversely affects, or has been identified as possibly adversely affecting, the quality or safety of the air, soil, water, and/or physical structures present on this property? If "yes," explain:
- 211 _____
- 212 _____
- 213 79. Are you aware of any underground storage tanks (UST) or toxic substances now or previously present on this property or adjacent property (structure or soil), such as polychlorinated biphenyl (PCB), solvents, hydraulic fluid, petro-chemicals, hazardous wastes, pesticides, chromium, thorium, lead or other hazardous substances in the soil? If "yes," explain:
- 214 _____
- 215 _____
- 216 80. Are you aware if any underground storage tank has been tested? (Attach a copy of each test report or closure certificate if available).
- 217 81. Are you aware if the property has been tested for the presence of any other toxic substances, such as lead-based paint, urea-formaldehyde foam insulation, asbestos-containing materials, or others? (Attach copy of each test report if available).
- 218 82. If "yes" to any of the above, explain:
- 219 _____
- 220 _____
- 221 _____
- 222 _____
- 223 _____
- 224 _____
- 225 _____
- 226 _____
- 227 _____
- 228 _____
- 229 _____
- 230 _____

231 82a. If "yes" to any of the above, were any actions taken to correct the problem? Explain:
 232 _____
 233 _____
 234 83. Is the property in a designated Airport Safety Zone?
 235

DEED RESTRICTIONS, SPECIAL DESIGNATIONS, HOMEOWNERS ASSOCIATION/CONDOMINIUMS AND CO-OPS

238 Yes No Unknown
 239 84. Are you aware if the property is subject to any deed restrictions or other limitations on how it may
 240 be used due to its being situated within a designated historic district, or a protected area like the
 241 New Jersey Pinclands, or its being subject to similar legal authorities other than typical local zoning
 242 ordinances?
 243 85. Is the property part of a condominium or other common interest ownership plan?
 244 85a. If so, is the property subject to any covenants, conditions, or restrictions as a result of its being part
 245 of a condominium or other form of common interest ownership?
 246 86. As the owner of the property, are you required to belong to a condominium association or homeowners
 247 association, or other similar organization or property owners?
 248 86a. If so, what is the Association's name and telephone number?
 249 _____
 250 86b. If so, are there any dues or assessments involved?
 251 If "yes," how much? _____
 252 87. Are you aware of any defect, damage, or problem with any common elements or common areas that
 253 materially affects the property?
 254 88. Are you aware of any condition or claim which may result in an increase in assessments or fees?
 255 89. Since you purchased the property, have there been any changes to the rules or by-laws of the
 256 Association that impact the property?
 257 90. Explain any "yes" answers you give in this section:
 258 _____
 259 _____
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MISCELLANEOUS

261 Yes No Unknown
 262 91. Are you aware of any existing or threatened legal action affecting the property or any condominium
 263 or homeowners association to which you, as an owner, belong?
 264 92. Are you aware of any violations of Federal, State or local laws or regulations relating to this property?
 265 93. Are you aware of any zoning violations, encroachments on adjacent properties, non-conforming
 266 uses, or set-back violations relating to this property? If so, please state whether the condition is pre-
 267 existing non-conformance to present day zoning or a violation to zoning and/or land use laws.
 268 _____
 269 _____
 270 94. Are you aware of any public improvement, condominium or homeowner association assessments
 271 against the property that remain unpaid? Are you aware of any violations of zoning, housing,
 272 building, safety or fire ordinances that remain uncorrected?
 273 95. Are there mortgages, encumbrances or liens on this property?
 274 95a. Are you aware of any reason, including a defect in title, that would prevent you from conveying
 275 clear title?
 276 96. Are you aware of any material defects to the property, dwelling, or fixtures which are not disclosed
 277 elsewhere on this form? (A defect is "material," if a reasonable person would attach importance
 278 to its existence or non-existence in deciding whether or how to proceed in the transaction.)
 279 If "yes," explain: _____
 280 _____
 281 97. Other than water and sewer charges, utility and cable tv fees, your local property taxes, any special
 282 assessments and any association dues or membership fees, are there any other fees that you pay on
 283 an ongoing basis with respect to this property, such as garbage collection fees?
 284 98. Explain any other "yes" answers you give in this section:
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RADON GAS Instructions to Owners

By law (N.J.S.A. 26:2D-73), a property owner who has had his or her property tested or treated for radon gas may require that information about such testing and treatment be kept confidential until the time that the owner and a buyer enter into a contract of sale, at which time a copy of the test results and evidence of any subsequent mitigation or treatment shall be provided to the buyer. The law also provides that owners may waive, in writing, this right of confidentiality. As the owner(s) of this property, do you wish to waive this right?

Yes No HB _____
(Initials) (Initials)

If you responded "yes," answer the following questions. If you responded "no," proceed to the next section.

Yes No Unknown
 99. Are you aware if the property has been tested for radon gas? (Attach a copy of each test report if available.)
 100. Are you aware if the property has been treated in an effort to mitigate the presence of radon gas? (If "yes," attach a copy of any evidence of such mitigation or treatment.)
 101. Is radon remediation equipment now present in the property?
 101a. If "yes," is such equipment in good working order?

MAJOR APPLIANCES AND OTHER ITEMS

The terms of any final contract executed by the seller shall be controlling as to what appliances or other items, if any, shall be included in the sale of the property. Which of the following items are present in the property? (For items that are not present, indicate "not applicable.")

Yes No Unknown N/A
 102. Electric Garage Door Opener
 102a. If "yes," are they reversible? Number of Transmitters _____
 103. Smoke Detectors
 Battery Electric Both How many _____
 Carbon Monoxide Detectors How many _____
Location _____
 104. With regard to the above items, are you aware that any item is not in working order?
104a. If "yes," identify each item that is not in working order or defective and explain the nature of the problem: _____

 105. In-ground pool Above-ground pool Pool Heater Spa/Hot Tub
 105a. Were proper permits and approvals obtained?
 105b. Are you aware of any leaks or other defects with the filter or the walls or other structural or mechanical components of the pool or spa/hot tub?
 105c. If an in-ground pool, are you aware of any water seeping behind the walls of the pool?
106. Indicate which of the following may be included in the sale? (Indicate Y for yes N for no.)
 Refrigerator
 Range
 Microwave Oven
 Dishwasher
 Trash Compactor
 Garbage Disposal
 In-Ground Sprinkler System
 Central Vacuum System
 Security System
 Washer
 Dryer
 Intercom
 Other
 107. Of those that may be included, is each in working order?
If "no," identify each item not in working order, explain the nature of the problem: _____

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SOLAR PANEL SYSTEMS

By completing this section, Seller is acknowledging that the Property is serviced by a Solar Panel System, which means a system of solar panels designed to absorb the sunlight as a source of energy for generating electricity or heating, any and all inverters, net meter, wiring, roof supports and any other equipment pertaining to the Solar Panels (collectively, the "Solar Panel System"). This information may be used, among other purposes, to prepare a Solar Panel Addendum to be affixed to and made a part of a contract of sale for the Property.

Yes No Unknown

- 108. When was the Solar Panel System Installed? _____
- 109. Are SRECs available from the Solar Panel System?
- 109a. If SRECs are available, when will the SRECs expire? _____
- 110. Is there any storage capacity on your Property for the Solar Panel System?
- 111. Are you aware of any defects in or damage to any component of the Solar Panel System? If yes, explain: _____

112. Choose one of the following three options:

- 112a. The Solar Panel System is financed under a power purchase agreement or other type of financing arrangement which requires me/us to make periodic payments to a Solar Panel System provider in order to acquire ownership of the Solar Panel System ("PPA")? If yes, proceed to **Section A** below.
- 112b. The Solar Panel System is the subject of a lease agreement. If yes, proceed to **Section B** below.
- 112c. I/we own the Solar Panel System outright. If yes, you do not have to answer any further questions.

SECTION A - THE SOLAR PANEL SYSTEM IS SUBJECT TO A PPA

- 113. What is the current periodic payment amount? \$ _____
- 114. What is the frequency of the periodic payments (check one)? Monthly Quarterly
- 115. What is the expiration date of the PPA, which is when you will become the owner of the Solar Panel System? _____ ("PPA Expiration Date")
- 116. Is there a balloon payment that will become due on or before the PPA Expiration Date?
- 117. If there is a balloon payment, what is the amount? \$ _____

118. Choose one of the following three options:

- 118a. Buyer will assume my/our obligations under the PPA at Closing.
- 118b. I/we will pay off or otherwise obtain cancellation of the PPA as of the Closing so that the Solar Panel System can be included in the sale free and clear.
- 118c. I/we will remove the Solar Panel System from the Property and pay off or otherwise obtain cancellation of the PPA as of the Closing.

SECTION B - THE SOLAR PANEL SYSTEM IS SUBJECT TO A LEASE

- 119. What is the current periodic lease payment amount? \$ _____
- 120. What is the frequency of the periodic lease payments (check one)? Monthly Quarterly
- 121. What is the expiration date of the lease? _____

122. Choose one of the following two options:

- 122a. Buyer will assume our obligations under the lease at Closing.
- 122b. I/we will obtain an early termination of the lease and will remove the Solar Panel System prior to Closing.

SECTION C - THE SOLAR PANEL SYSTEM IS SUBJECT TO ENERGY CERTIFICATE(S)

- 123. Are Solar Transition Renewable Energy Certificates ("TRECs") available from the Solar Panel System?
- 123a. If TRECs are available, when will the TRECs expire? _____
- 124. Are Solar Renewable Energy Certificates IIs ("SREC IIs") available from the Solar Panel System?
- 124a. If SREC IIs are available, when will the SREC IIs expire? _____

LEAD PLUMBING

Yes No Unknown

- 125. Are you aware of the presence of any lead plumbing, including but not limited to any service line, piping materials, fixtures, and solder. If "yes," explain: _____

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RECEIPT AND ACKNOWLEDGMENT BY PROSPECTIVE BUYER

The undersigned Prospective Buyer acknowledges receipt of this Disclosure Statement prior to signing a Contract of Sale pertaining to this Property. Prospective Buyer acknowledges that this Disclosure Statement is not a warranty by Seller and that it is Prospective Buyer's responsibility to satisfy himself or herself as to the condition of the Property. Prospective Buyer acknowledges that the Property may be inspected by qualified professionals, at Prospective Buyer's expense, to determine the actual condition of the Property. Prospective Buyer further acknowledges that this form is intended to provide information relating to the condition of the land, structures, major systems and amenities, if any, included in the sale. This form does not address local conditions which may affect a purchaser's use and enjoyment of the property such as noise, odors, traffic volume, etc. Prospective Buyer acknowledges that they may independently investigate such local conditions before entering into a binding contract to purchase the property. Prospective Buyer acknowledges that he or she understands that the visual inspection performed by the Seller's real estate broker/broker-salesperson/salesperson does not constitute a professional home inspection as performed by a licensed home inspector.

PROSPECTIVE BUYER	DATE
PROSPECTIVE BUYER	DATE
PROSPECTIVE BUYER	DATE
PROSPECTIVE BUYER	DATE

ACKNOWLEDGMENT OF REAL ESTATE BROKER/BROKER-SALESPERSON/SALESPERSON

The undersigned Seller's real estate broker/broker-salesperson/salesperson acknowledges receipt of the Property Disclosure Statement form and that the information contained in the form was provided by the Seller.
The Seller's real estate broker/broker-salesperson/salesperson also confirms that he or she visually inspected the property with reasonable diligence to ascertain the accuracy of the information disclosed by the seller, prior to providing a copy of the property disclosure statement to the buyer.
The Prospective Buyer's real estate broker/broker-salesperson/salesperson also acknowledges receipt of the Property Disclosure Statement form for the purpose of providing it to the Prospective Buyer.

SELLER'S REAL ESTATE BROKER/ BROKER-SALESPERSON/SALESPERSON:	DATE
PROSPECTIVE BUYER'S REAL ESTATE BROKER/ BROKER-SALESPERSON/SALESPERSON:	DATE

Titanium Laboratories, Inc.
 249 Satterthwaite Ave
 Nutley, NJ 07110
 (877) 784-8264

Proposal 2061



ADDRESS	SHIP TO
Heather Bolland	Heather Bolland
4 Liddy Place	4 Liddy Place
West Caldwell, NJ 07006	West Caldwell, NJ 07006

DATE
11/18/2022

TOTAL
\$1,012.94

EXPIRATION
DATE
11/30/2022

ACTIVITY	QTY	RATE	AMOUNT
RAILS AT FRONT OF HOUSE	1	950.00	950.00
- Scraped and sanded old paint - Applied one coat primer (outdoor exterior paint) - Two coats of black gloss (exterior paint)			

Thank you for considering Titanium Laboratories, Inc.

SUBTOTAL	950.00
TAX	62.94

To approve this proposal electronically, go to
<https://titaniumlaboratories.com/pest-agreement/>
<https://titaniumlaboratories.com/remediation-agreement/>

TOTAL	\$1,012.94
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Or, sign and return this document by fax to 1-877-784-8264.

THANK YOU.

We look forward to serving you.

Handwritten signature
11/20/22

Accepted By

Accepted Date



Remediation Terms and Conditions

1. **CHANGES IN THE WORK.** Should the OWNER, construction lender, or any public body or inspector direct any modification or addition to the work covered by this contract, the contract price shall be adjusted accordingly.

Modification or addition to the work shall be executed only when both the OWNER and the CONTRACTOR have signed a Contract Change Order. The change in the contract price caused by such Contract Change Order shall be either as agreed to in writing, the CONTRACTOR'S actual cost of all labor, equipment, subcontracts and materials, plus a CONTRACTOR'S fee of **twenty-five percent (25%)**. The Change Order may also increase the time within which the contract is to be completed.

Any Change Order or Extra Work shall be incorporated in, and become a part of the contract. Unless otherwise agreed in writing, payment for changes and extras shall be due and payable upon substantial completion of the extra work or modification. CONTRACTOR shall not be responsible for credits, offsets or back-charges unless both parties agree to the credit, offset or back-charge in advance and in writing.

2. **RESPONSIBILITIES OF THE PARTIES.** CONTRACTOR shall promptly notify the OWNER of (a) subsurface or latent physical conditions at the site differing materially from those indicated in this contract, or (b) unknown physical conditions differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in this contract. OWNER shall pay for any expense incurred due to such conditions.

The OWNER is responsible to supply water, gas, sewer and electrical utilities unless otherwise agreed to in writing. Electricity and water to the site is necessary.

OWNER agrees to allow and provide CONTRACTOR and his equipment access to the property and provide toilet facilities.

The OWNER represents and warrants that OWNER has sufficient funds to comply with this agreement. This is a cash transaction unless otherwise specified.

The OWNER is responsible to remove and / or protect any personal property and CONTRACTOR shall not be responsible for any damage to any carpets, drapes, furniture, driveways, lawns, shrubs, and etc. unless due to the sole negligence of CONTRACTOR.

In the event CONTRACTOR encounters concealed physical conditions or conditions which differ materially from those ordinarily found to exist in projects of the character provided for in this Agreement and these concealed or differing site conditions cause an increase in CONTRACTOR'S cost or time required for performance of the work under this Agreement, then CONTRACTOR shall be entitled to additional compensation based upon the additional

cost plus twenty-five percent (25%) for CONTRACTOR'S overhead and profit or as otherwise agreed pursuant to a written change order.

OWNER agrees to provide sufficient access to the site to allow CONTRACTOR to complete its work. CONTRACTOR shall only be responsible for maintaining the area in which its work is performed.

3. **DELAYS.** CONTRACTOR agrees to start and diligently pursue work through to completion, but shall not be responsible for delays for any of the following reasons: acts of neglect or omission of OWNER or OWNER'S employees or OWNER'S agent, acts of God, stormy or inclement weather, strikes, lockouts, boycotts, or other labor union activities, Extra Work ordered by OWNER, acts of public enemy, riots or civil commotion, inability to secure material through regular recognized channels, imposition of government priority or allocation of materials, failure of OWNER to make payments when due, delays caused by inspection or changes ordered by the inspectors of authorized governmental bodies, acts of independent contractors, or holidays, or other causes beyond CONTRACTOR'S reasonable control.

After acceptance of this Agreement, CONTRACTOR shall have a reasonable time in which to make delivery of materials and/or labor to commence and complete the performance of the contract.

4. **SUBCONTRACTS.** The CONTRACTOR may subcontract portions of this work to properly licensed and qualified subcontractors.

5. **DAMAGE TO WORK AREA.** If the project is destroyed or damaged by accident, disaster or calamity, such as fire, storm, earthquake, flood, landslide, or by theft or vandalism, any work done by the CONTRACTOR in rebuilding or restoring the project shall be paid by the OWNER as extra work.

OWNER shall obtain and pay for insurance against injury to OWNER'S own employees and persons under OWNER'S direction and persons on the job site at OWNER'S invitation.

6. **RIGHT TO STOP WORK:** CONTRACTOR shall have the right to stop work if any payment shall not be made, when due, to CONTRACTOR under this agreement. CONTRACTOR may keep the job idle until all payments due are received. This remedy is in addition to any other right or remedy that the CONTRACTOR may have. Such failure to make payment when due, is a material breach of this agreement. OWNER acknowledges that the additional costs for the delay in stopping and starting the project shall be

treated as an extra and allow CONTRACTOR additional costs in accordance with paragraph one hereof.

7. **CLEAN-UP.** CONTRACTOR will remove from OWNER'S property debris and surplus material created by this operation and leave it in a neat and broom clean condition.

8. **LIMITATIONS.** No action of any character arising from or related to this contract, or the performance thereof shall be commenced by either party against the other more than two years after completion of the project or cessation of work under this contract.

9. **COMPLIANCE WITH LAWS.** In connection with the performance by CONTRACTOR, pursuant to this agreement, CONTRACTOR shall comply with all federal, state, county and local laws, ordinances and regulations.

10. **PAYMENT.** Payment shall be made promptly as specified. In the event that OWNER fails to make any payment as provided herein, CONTRACTOR may, at its option, stop work without prejudice to any other remedy it may have. OWNER certifies that sufficient funds and/or financing are available to timely meet the payment obligations of this Agreement. In the event of a dispute with regard to any portion of the work, OWNER agrees to promptly pay when due for all undisputed portions of the work. OWNER'S failure to pay any balance when due shall constitute a material breach of this Agreement. Checks returned for insufficient funds will result in a \$38.00 fee. A 2.5% per month penalty will be imposed on the OWNER for failing to pay the CONTRACTOR in a timely fashion. OWNER agrees to pay for all legal fees incurred by CONTRACTOR in the event that legal action is required to collect payment. OWNER also assumes responsibility for all collections' fees, attorneys' fees, court costs, legal expenses, and any other related costs incurred by CONTRACTOR pertaining to collections and/or legal proceedings, whether suit is filed or not.

11. **ASBESTOS AND HAZARDOUS WASTE.** Unless the contract specifically calls for the removal, disturbance or transportation of asbestos or other hazardous substances, the parties acknowledge that such work requires special procedure, precautions, and/or licenses. Therefore, unless the contract specifically calls for same, if CONTRACTOR encounters such substances, CONTRACTOR shall immediately stop work and allow the OWNER to obtain duly qualified asbestos and/or hazardous material CONTRACTOR to perform the work or the CONTRACTOR may perform the work at CONTRACTOR'S option. Said work will be treated as an extra under the contract.

12. **WARRANTY.** All work is to be performed in a workmanlike manner within industry standards. It should be noted that mold conditions can change over short and extended periods of time, and may vary and depend upon several factors not withstanding ventilation, humidity,

disturbance, temperature, etc. **In all situations, the underlying cause of water accumulation must be rectified or fungal growth will recur.** For these reasons, CONTRACTOR does not guarantee against the recurrence of mold growth. CONTRACTOR does, however, guarantee the removal of existing mold as stated in the estimate and guarantees clearance to the work area. To the extent that CONTRACTOR is required or requested to return to the site to correct and/or repair any of its work due to alterations or damage done by others, such work shall be considered an "extra" and billed separately at the rate as related above, plus a reasonable re-mobilization charge. Contractor accepts no responsibility for undisclosed areas of water damage and/or fungal growth, and any additional work due to the findings of additional areas of water damage and/or fungal growth will also be considered an "extra" and billed separately at the rate as related above, plus a reasonable re-mobilization charge.

13. **THIRD-PARTY TESTING.** CONTRACTOR retains the right to be present at the work site during any post-remediation testing/inspections by third parties.

14. **CONTRACTOR'S RIGHT TO CURE.** In the event that OWNER alleges that CONTRACTOR'S work was defective, 45 days before filing a lawsuit, OWNER agrees to deliver to the CONTRACTOR a written notice of any conditions the OWNER alleges are defective and provide the CONTRACTOR the opportunity to make an offer to repair or pay for the defects.

15. **ENTIRE AGREEMENT.** This Agreement supersedes any and all other Agreements, either oral or written, and contains all of the covenants and agreements between the parties. Each party to this Agreement acknowledges that no representations, inducements, promises or agreements, orally or otherwise, have been made by either party, or anyone acting on behalf of any party to this Agreement, which are not embodied herein, and that no other agreement, statement or promise not contained in this Agreement shall be valid or binding. Any modification of this Agreement will be effective only if it is in writing, signed by the party to be changed.

NOTICE TO CONSUMER

YOU MAY CANCEL THIS CONTRACT AT ANY TIME BEFORE MIDNIGHT OF THE THIRD BUSINESS DAY AFTER RECEIVING A COPY OF THIS CONTRACT. IF YOU WISH TO CANCEL THIS CONTRACT, YOU MUST EITHER:

1. SEND A SIGNED AND DATED WRITTEN NOTICE OF CANCELLATION BY REGISTERED

OR CERTIFIED MAIL, RETURN RECEIPT REQUESTED; OR

2. PERSONALLY DELIVER A SIGNED AND DATED WRITTEN NOTICE OF CANCELLATION TO:

Titanium Laboratories, Inc.
249 Satterthwaite Avenue, Nutley NJ 07110

If you cancel this contract within the three day period, you are entitled to a full refund of your money.

Having read and fully understood this Agreement, I (we) hereby authorize the remediation of the subject property.

Client Signature

Date

Print Name

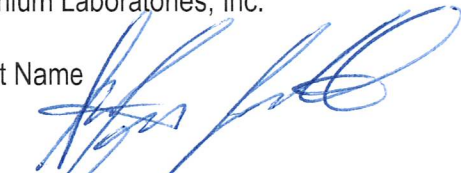
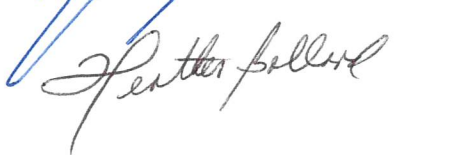
Title

Titanium Laboratories, Inc.

Date

Print Name

Title

Heather

Titanium Laboratories, Inc.
249 Satterthwaite Ave
Nutley, NJ 07110
(877) 784-8264

Proposal 2055



ADDRESS	SHIP TO
Heather Bolland	Heather Bolland
4 Liddy Place	4 Liddy Place
West Caldwell, NJ 07006	West Caldwell, NJ 07006

DATE
10/10/2022

TOTAL \$6,397.50

ACTIVITY	QTY	RATE	AMOUNT
Front Door Frame Damage	1	3,800.00	3,800.00T
-Remove damage dental molding, top capping , header frame - Remove damage side fluted columns, with crown molding. - Supply and install - New header with cripple studs , jack stud and king studs. - Supply and install new top capping and custom milled dentil molding to top and side fluted moldings with crown , - Cork and prime and paint full frame outside (Color white)			
Added custom milled work with materials	1	2,200.00	2,200.00T

Please note following completion of work the client should take extra precaution at maintaining the relative humidity at or below 50% in the areas of work, as well as maintaining fresh air circulation throughout the indoor air environment.

Titanium Laboratories, Inc.

NYS Mold Remediator License: 01271
NJ Reg No. 13VH08072300
Certified Mold Remediation Contractor (CMRC) :#81481

ACTIVITY	QTY	RATE	AMOUNT
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NYC DEPT OF HEALTH & MENTAL HYGIENE'S REMEDIATION PROCEDURES:

Titanium Laboratories, Inc. will perform the aforementioned services in accordance with Steps for remediation as outline by the New York City Department of Health (DOH), the New York City Human Resources Administration (HRA), and the Mt. Sinai Occupational Health Clinic. Because neither federal nor local regulations exist yet, the NY City DOH is considered the industry standard for mold removal and remediation.

In all situations, the underlying cause of water accumulation must be rectified or fungal growth will recur. Any initial water infiltration should be stopped and cleaned immediately. An immediate response (within 24 to 48 hours) and thorough clean up, drying, and/or removal of water damaged materials will prevent or limit mold growth. If the source of water is elevated humidity, relative humidity should be maintained at levels below 60% to inhibit mold growth. Emphasis should be on ensuring proper repairs of the building infrastructure, so that water damage and moisture buildup does not recur.

Large Areas: (greater than 100 square feet in a contiguous area)
 Properly trained and equipped mold remediation workers should conduct the remediation. The presence of a trained building or environmental health professional (see Environmental Assessment) to provide oversight during remediation may be helpful to ensure quality work and compliance with the work plan. The following procedures are recommended:

- (a) Personnel trained in the handling of mold-damaged materials equipped with:
 - i. A minimum of half-face elastomeric respirators with P-100 filters used in accordance with the OSHA respiratory protection standard (29 CFR 1910.134)
 - ii. Full body coveralls with head and foot coverings
 - iii. Gloves and eye protection
- (b) Containment of the affected area:
 - i. The HVAC system servicing this area should be shut down during remediation.
 - ii. Isolation of the work area using plastic sheeting sealed with duct tape. Furnishings should be removed from the area. Ventilation ducts/grills, any other openings, and remaining fixtures/furnishings should be covered with plastic sheeting sealed with duct tape.
 - iii. Consider using an exhaust fan equipped with a HEPA filter to generate negative pressurization.
 - iv. Consider using airlocks and a clean changing room.
 - v. Egress pathways should also be covered if a clean changing room is not used.

Thank you for considering Titanium Laboratories, Inc.	SUBTOTAL	6,000.00
	TAX	397.50
To approve this proposal electronically, go to https://titaniumlaboratories.com/pest-agreement/ https://titaniumlaboratories.com/remediation-agreement/	TOTAL	\$6,397.50

Or, sign and return this document by fax to 1-877-784-8264. THANK YOU.

We look forward to serving you.

Accepted By Accepted Date



Remediation Terms and Conditions

1. CHANGES IN THE WORK. Should the OWNER, construction lender, or any public body or inspector direct any modification or addition to the work covered by this contract, the contract price shall be adjusted accordingly.

Modification or addition to the work shall be executed only when both the OWNER and the CONTRACTOR have signed a Contract Change Order. The change in the contract price caused by such Contract Change Order shall be either as agreed to in writing, the CONTRACTOR'S actual cost of all labor, equipment, subcontracts and materials, plus a CONTRACTOR'S fee of **twenty-five percent (25%)**. The Change Order may also increase the time within which the contract is to be completed.

Any Change Order or Extra Work shall be incorporated in, and become a part of the contract. Unless otherwise agreed in writing, payment for changes and extras shall be due and payable upon substantial completion of the extra work or modification. CONTRACTOR shall not be responsible for credits, offsets or back-charges unless both parties agree to the credit, offset or back-charge in advance and in writing.

2. RESPONSIBILITIES OF THE PARTIES. CONTRACTOR shall promptly notify the OWNER of (a) subsurface or latent physical conditions at the site differing materially from those indicated in this contract, or (b) unknown physical conditions differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in this contract. OWNER shall pay for any expense incurred due to such conditions.

The OWNER is responsible to supply water, gas, sewer and electrical utilities unless otherwise agreed to in writing. Electricity and water to the site is necessary.

OWNER agrees to allow and provide CONTRACTOR and his equipment access to the property and provide toilet facilities.

The OWNER represents and warrants that OWNER has sufficient funds to comply with this agreement. This is a cash transaction unless otherwise specified.

The OWNER is responsible to remove and / or protect any personal property and CONTRACTOR shall not be responsible for any damage to any carpets, drapes, furniture, driveways, lawns, shrubs, and etc. unless due to the sole negligence of CONTRACTOR.

In the event CONTRACTOR encounters concealed physical conditions or conditions which differ materially from those ordinarily found to exist in projects of the character provided for in this Agreement and these concealed or differing site conditions cause an increase in CONTRACTOR'S cost or time required for performance of the work under this Agreement, then CONTRACTOR shall be entitled to additional compensation based upon the additional

cost plus twenty-five percent (25%) for CONTRACTOR'S overhead and profit or as otherwise agreed pursuant to a written change order.

OWNER agrees to provide sufficient access to the site to allow CONTRACTOR to complete its work. CONTRACTOR shall only be responsible for maintaining the area in which its work is performed.

3. DELAYS. CONTRACTOR agrees to start and diligently pursue work through to completion, but shall not be responsible for delays for any of the following reasons: acts of neglect or omission of OWNER or OWNER'S employees or OWNER'S agent, acts of God, stormy or inclement weather, strikes, lockouts, boycotts, or other labor union activities, Extra Work ordered by OWNER, acts of public enemy, riots or civil commotion, inability to secure material through regular recognized channels, imposition of government priority or allocation of materials, failure of OWNER to make payments when due, delays caused by inspection or changes ordered by the inspectors of authorized governmental bodies, acts of independent contractors, or holidays, or other causes beyond CONTRACTOR'S reasonable control.

After acceptance of this Agreement, CONTRACTOR shall have a reasonable time in which to make delivery of materials and/or labor to commence and complete the performance of the contract.

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5. DAMAGE TO WORK AREA. If the project is destroyed or damaged by accident, disaster or calamity, such as fire, storm, earthquake, flood, landslide, or by theft or vandalism, any work done by the CONTRACTOR in rebuilding or restoring the project shall be paid by the OWNER as extra work.

OWNER shall obtain and pay for insurance against injury to OWNER'S own employees and persons under OWNER'S direction and persons on the job site at OWNER'S invitation.

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15. **ENTIRE AGREEMENT.** This Agreement supersedes any and all other Agreements, either oral or written, and contains all of the covenants and agreements between the parties. Each party to this Agreement acknowledges that no representations, inducements, promises or agreements, orally or otherwise, have been made by either party, or anyone acting on behalf of any party to this Agreement, which are not embodied herein, and that no other agreement, statement or promise not contained in this Agreement shall be valid or binding. Any modification of this Agreement will be effective only if it is in writing, signed by the party to be changed.

NOTICE TO CONSUMER

YOU MAY CANCEL THIS CONTRACT AT ANY TIME BEFORE MIDNIGHT OF THE THIRD BUSINESS DAY AFTER RECEIVING A COPY OF THIS CONTRACT. IF YOU WISH TO CANCEL THIS CONTRACT, YOU MUST EITHER:

1. SEND A SIGNED AND DATED WRITTEN NOTICE OF CANCELLATION BY REGISTERED

OR CERTIFIED MAIL, RETURN RECEIPT REQUESTED; OR

2. PERSONALLY DELIVER A SIGNED AND DATED WRITTEN NOTICE OF CANCELLATION TO:

Titanium Laboratories, Inc.
249 Satterthwaite Avenue, Nutley NJ 07110

If you cancel this contract within the three day period, you are entitled to a full refund of your money.

Having read and fully understood this Agreement, I (we) hereby authorize the remediation of the subject property.

Client Signature

Date

Print Name

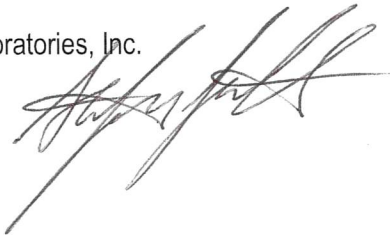
Title

Titanium Laboratories, Inc.

Date

10/16/23

Print Name



Title

Titanium Laboratories, Inc.
 249 Satterthwaite Ave
 Nutley, NJ 07110
 (877) 784-8264

Proposal 2051



ADDRESS	SHIP TO	DATE	TOTAL	EXPIRATION DATE
Heather Bolland 4 Liddy Place West Caldwell, NJ 07006	Heather Bolland 4 Liddy Place West Caldwell, NJ 07006	08/15/2022	\$9,795.00	09/15/2022

ACTIVITY	QTY	RATE	AMOUNT
PROJECT: MOLD REMEDIATION/DISINFECTION BASEMENT	1	7,500.00	7,500.00T
<ul style="list-style-type: none"> - Supply 1 30 yard dumpster. - Remove water damaged furniture from basement. - Set up of containment with 6 mill plastic. - Install negative air machine. -Removal of damaged sheetrock approx 2ft - 4ft high. -Scrape and disinfect peeling and bubbling paint / HEPA VAC. - Wash walls and floors with detergent & disinfectant. (SINSSER, JOMAX, VIRUS AND MOLD KILLER / EPA #9150-11-69587). -Mop dry. - Apply antifungal disinfectant/microbial shockwave to all surfaces of basement. (FIBROLOCK SHOCKWAVE DISINFECTANT AND CLEANER EPA#61178-1-73884) - Reinstall sheetrock. - Plaster. - 1 coat of paint with primer and paint (color white). 			
Payment Terms - 1/3 due at time signing by CASH/CHECK/VISA/MASTERCARD with full balance due at completion of the project.			
- Apply water proofing cement to wall areas of water entry. (No guarantee of water proofing.) - This would be an extra \$600.		600.00	600.00T

GO GREEN! Sign up for electronic delivery at <http://titaniumlaboratories.com/paperless/>

Phone/Fax: 1-877-784-8264 | Email: ClientCare@TitaniumLaboratories.com | Website: TitaniumLaboratories.com

BOX IN 2023
BOX OUT

No: # **57125**

Truck# 3

Driver SM

GALLUZZO BROTHERS CARTING, INC.

One call hauls it all

82-102 E. Peddie St., Newark, NJ 07114
Phone (973) 424-9643 Fax (973) 424-9643
GalluzzoBrothers@aol.com

9-12

PO# _____ Phone# 973-7631 Date 8/22/22

Customer Name: Mauriello

Address: 4 Lickety Pt. W Caldwell

CHARGE	ON ACCOUNT	CASH	C.O.D.	
	X			
Size of Container	Description		Price	Total
	<u>Drop 20yd.</u>			

CUSTOMER AGREES TO THE TERMS & CONDITIONS SET FORTH BELOW:

Customer is responsible for any permits needed for container. If container is subject to any fines or impound, customer will be responsible for all costs.

Customer agrees & authorizes Galluzzo Brothers Carting Inc. to automatically charge credit card for any overweight charges or any additional charges for the container.

Customer agrees to be responsible for all attorney fees & cost included in pursuing collection of any money due to Galluzzo Brothers Carting Inc. under this contract.

All containers must be loaded below the rim to avoid a trip charge.

WARNING LOADING INSTRUCTIONS: Container is not to be loaded with Hazardous Dirt, Toxic, Flammable Liquids, Solids or Gases. No Mattresses, No Refrigerators accepted!

Galluzzo Brothers Carting Inc. is not responsible for any damages to driveway or property. It is at your own risk!

If container cannot be dropped or picked up for any reason there will be a trip charge.

ALL CONTAINER RENTALS ARE FOR SEVEN (7) CALENDAR DAYS.

Customer Signature MA

Print Name _____

Titanium Laboratories, Inc.
249 Satterthwaite Ave
Nutley, NJ 07110
(877) 784-8264

Proposal 2056

Heather



ADDRESS	SHIP TO	DATE	TOTAL
Heather Bolland 4 Liddy Place West Caldwell, NJ 07006	Heather Bolland 4 Liddy Place West Caldwell, NJ 07006	10/12/2022	\$3,412.00

ACTIVITY	QTY	RATE	AMOUNT
FRONT BRICK PAVERS- APX 40 Linear Feet	1	3,200.00	3,200.00T

- Remove brick walkway.
- Remove all sand.
- Remove damaged wood trim.
- Supply and level base with aggregate stone.
- Level and tamp stone.
- Add new wood trim, plastic capping.
- Add sand to level.
- Reinstall bricks.

Please note following completion of work the client should take extra precaution at maintaining the relative humidity at or below 50% in the areas of work, as well as maintaining fresh air circulation throughout the indoor air environment.

Titanium Laboratories, Inc.

NYS Mold Remediator License: 01271
NJ Reg No. 13VH08072300
Certified Mold Remediation Contractor (CMRC) :#81481

Heather Bolland 10/16/22

ACTIVITY	QTY	RATE	AMOUNT
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NYC DEPT OF HEALTH & MENTAL HYGIENE'S REMEDIATION PROCEDURES:

Titanium Laboratories, Inc. will perform the aforementioned services in accordance with Steps for remediation as outline by the New York City Department of Health (DOH), the New York City Human Resources Administration (HRA), and the Mt. Sinai Occupational Health Clinic. Because neither federal nor local regulations exist yet, the NY City DOH is considered the industry standard for mold removal and remediation. In all situations, the underlying cause of water accumulation must be rectified or fungal growth will recur. Any initial water infiltration should be stopped and cleaned immediately. An immediate response (within 24 to 48 hours) and thorough clean up, drying, and/or removal of water damaged materials will prevent or limit mold growth. If the source of water is elevated humidity, relative humidity should be maintained at levels below 60% to inhibit mold growth. Emphasis should be on ensuring proper repairs of the building infrastructure, so that water damage and moisture buildup does not recur.

Large Areas: (greater than 100 square feet in a contiguous area)
 Properly trained and equipped mold remediation workers should conduct the remediation. The presence of a trained building or environmental health professional (see Environmental Assessment) to provide oversight during remediation may be helpful to ensure quality work and compliance with the work plan. The following procedures are recommended:

- (a) Personnel trained in the handling of mold-damaged materials equipped with:
 - i. A minimum of half-face elastomeric respirators with P-100 filters used in accordance with the OSHA respiratory protection standard (29 CFR 1910.134)
 - ii. Full body coveralls with head and foot coverings
 - iii. Gloves and eye protection
- (b) Containment of the affected area:
 - i. The HVAC system servicing this area should be shut down during remediation.
 - ii. Isolation of the work area using plastic sheeting sealed with duct tape. Furnishings should be removed from the area. Ventilation ducts/grills, any other openings, and remaining fixtures/furnishings should be covered with plastic sheeting sealed with duct tape.
 - iii. Consider using an exhaust fan equipped with a HEPA filter to generate negative pressurization.
 - iv. Consider using airlocks and a clean changing room.
 - v. Egress pathways should also be covered if a clean changing room is not used.

Thank you for considering Titanium Laboratories, Inc.	SUBTOTAL	3,200.00
	TAX	212.00
To approve this proposal electronically, go to https://titaniumlaboratories.com/pest-agreement/ https://titaniumlaboratories.com/remediation-agreement/	TOTAL	\$3,412.00

THANK YOU.

Or, sign and return this document by fax to 1-877-784-8264.

We look forward to serving you.

Accepted By

Accepted Date

ACTIVITY	QTY	RATE	AMOUNT
*****ADDENDUM*****	1	3,900.00	3,900.00T
- Skim coat with hydraulic cement by sump pump and back of AC			
- Paint included (white)			
-Add Coly Paint (white)			
-Supply and install base molding approximately 156 LF			
- Supply and install door molding approximately 167 LF			
- Supply and install insulation to exterior of finish basement			
- Remove and reinstall toilet and sink			
Credit from Invoice 84430		-	-3,000.00
		3,000.00	

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Titanium Laboratories, Inc.

NYS Mold Remediator License: 01271
 NJ Reg No. 13VH08072300
 Certified Mold Remediation Contractor (CMRC) :#81481

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 - iii. Consider using an exhaust fan equipped with a HEPA filter to generate negative pressurization.
 - iv. Consider using airlocks and a clean changing room.
 - v. Egress pathways should also be covered if a clean changing room is not used.

Thank you for considering Titanium Laboratories, Inc.

SUBTOTAL 9,000.00

TAX 795.00

To approve this proposal electronically, go to
<https://titaniumlaboratories.com/pest-agreement/>
<https://titaniumlaboratories.com/remediation-agreement/>

TOTAL \$9,795.00

THANK YOU.

Or, sign and return this document by fax to 1-877-784-8264.

We look forward to serving you.

Accepted By

Accepted Date

9/3/22

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Titanium Laboratories, Inc.
 249 Satterthwaite Ave
 Nutley, NJ 07110
 (877) 784-8264

Proposal 2057

Heather



ADDRESS	SHIP TO	DATE	TOTAL
Heather Bolland 4 Liddy Place West Caldwell, NJ 07006	Heather Bolland 4 Liddy Place West Caldwell, NJ 07006	10/14/2022	\$10,129.38

ACTIVITY	QTY	RATE	AMOUNT
SCOPE OF WORK: PREP AND PAINT EXTERIOR, WINDOW TRIM AND GARAGE DOORS	1	9,500.00	9,500.00T

- Take down all shutters front of home (Apx 20)
- Sand, prime and paint with exterior paint. (Color: Gray - customer will approve paint)
- Repair bottom wood trim and molding (under windows) . Prime, paint with exterior paint.
- 2 garage door trims - prep and prime garage door trim and paint with exterior paint. (Color will be approved by customer.)
- 2 garage doors - Prep and Repair. Prime and paint with exterior paint. (Grey color will be approved by customer.

Please note following completion of work the client should take extra precaution at maintaining the relative humidity at or below 50% in the areas of work, as well as maintaining fresh air circulation throughout the indoor air environment.

Titanium Laboratories, Inc.

NYS Mold Remediator License: 01271
 NJ Reg No. 13VH08072300
 Certified Mold Remediation Contractor (CMRC) :#81481

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Phone/Fax: 1-877-784-8264 | Email: ClientCare@TitaniumLaboratories.com | Website: TitaniumLaboratories.com

ACTIVITY	QTY	RATE	AMOUNT
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NYC DEPT OF HEALTH & MENTAL HYGIENE'S REMEDIATION PROCEDURES:

Titanium Laboratories, Inc. will perform the aforementioned services in accordance with Steps for remediation as outline by the New York City Department of Health (DOH), the New York City Human Resources Administration (HRA), and the Mt. Sinai Occupational Health Clinic. Because neither federal nor local regulations exist yet, the NY City DOH is considered the industry standard for mold removal and remediation.

In all situations, the underlying cause of water accumulation must be rectified or fungal growth will recur. Any initial water infiltration should be stopped and cleaned immediately. An immediate response (within 24 to 48 hours) and thorough clean up, drying, and/or removal of water damaged materials will prevent or limit mold growth. If the source of water is elevated humidity, relative humidity should be maintained at levels below 60% to inhibit mold growth. Emphasis should be on ensuring proper repairs of the building infrastructure, so that water damage and moisture buildup does not recur.

Large Areas: (greater than 100 square feet in a contiguous area)
 Properly trained and equipped mold remediation workers should conduct the remediation. The presence of a trained building or environmental health professional (see Environmental Assessment) to provide oversight during remediation may be helpful to ensure quality work and compliance with the work plan. The following procedures are recommended:

- (a) Personnel trained in the handling of mold-damaged materials equipped with:
 - i. A minimum of half-face elastomeric respirators with P-100 filters used in accordance with the OSHA respiratory protection standard (29 CFR 1910.134)
 - ii. Full body coveralls with head and foot coverings
 - iii. Gloves and eye protection
- (b) Containment of the affected area:
 - i. The HVAC system servicing this area should be shut down during remediation.
 - ii. Isolation of the work area using plastic sheeting sealed with duct tape. Furnishings should be removed from the area. Ventilation ducts/grills, any other openings, and remaining fixtures/furnishings should be covered with plastic sheeting sealed with duct tape.
 - iii. Consider using an exhaust fan equipped with a HEPA filter to generate negative pressurization.
 - iv. Consider using airlocks and a clean changing room.
 - v. Egress pathways should also be covered if a clean changing room is not used.

Thank you for considering Titanium Laboratories, Inc.	SUBTOTAL	9,500.00
	TAX	629.38
To approve this proposal electronically, go to https://titaniumlaboratories.com/pest-agreement/ https://titaniumlaboratories.com/remediation-agreement/	TOTAL	\$10,129.38

Or, sign and return this document by fax to 1-877-784-8264.

THANK YOU.

We look forward to serving you.

Accepted By

Accepted Date

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Phone/Fax: 1-877-784-8264 | Email: ClientCare@TitaniumLaboratories.com | Website: TitaniumLaboratories.com



Remediation Terms and Conditions

1. **CHANGES IN THE WORK.** Should the OWNER, construction lender, or any public body or inspector direct any modification or addition to the work covered by this contract, the contract price shall be adjusted accordingly.

Modification or addition to the work shall be executed only when both the OWNER and the CONTRACTOR have signed a Contract Change Order. The change in the contract price caused by such Contract Change Order shall be either as agreed to in writing, the CONTRACTOR'S actual cost of all labor, equipment, subcontracts and materials, plus a CONTRACTOR'S fee of **twenty-five percent (25%)**. The Change Order may also increase the time within which the contract is to be completed.

Any Change Order or Extra Work shall be incorporated in, and become a part of the contract. Unless otherwise agreed in writing, payment for changes and extras shall be due and payable upon substantial completion of the extra work or modification. CONTRACTOR shall not be responsible for credits, offsets or back-charges unless both parties agree to the credit, offset or back-charge in advance and in writing.

2. **RESPONSIBILITIES OF THE PARTIES.** CONTRACTOR shall promptly notify the OWNER of (a) subsurface or latent physical conditions at the site differing materially from those indicated in this contract, or (b) unknown physical conditions differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in this contract. OWNER shall pay for any expense incurred due to such conditions.

The OWNER is responsible to supply water, gas, sewer and electrical utilities unless otherwise agreed to in writing. Electricity and water to the site is necessary.

OWNER agrees to allow and provide CONTRACTOR and his equipment access to the property and provide toilet facilities.

The OWNER represents and warrants that OWNER has sufficient funds to comply with this agreement. This is a cash transaction unless otherwise specified.

The OWNER is responsible to remove and / or protect any personal property and CONTRACTOR shall not be responsible for any damage to any carpets, drapes, furniture, driveways, lawns, shrubs, and etc. unless due to the sole negligence of CONTRACTOR.

In the event CONTRACTOR encounters concealed physical conditions or conditions which differ materially from those ordinarily found to exist in projects of the character provided for in this Agreement and these concealed or differing site conditions cause an increase in CONTRACTOR'S cost or time required for performance of the work under this Agreement, then CONTRACTOR shall be entitled to additional compensation based upon the additional

cost plus twenty-five percent (25%) for CONTRACTOR'S overhead and profit or as otherwise agreed pursuant to a written change order.

OWNER agrees to provide sufficient access to the site to allow CONTRACTOR to complete its work. CONTRACTOR shall only be responsible for maintaining the area in which its work is performed.

3. **DELAYS.** CONTRACTOR agrees to start and diligently pursue work through to completion, but shall not be responsible for delays for any of the following reasons: acts of neglect or omission of OWNER or OWNER'S employees or OWNER'S agent, acts of God, stormy or inclement weather, strikes, lockouts, boycotts, or other labor union activities, Extra Work ordered by OWNER, acts of public enemy, riots or civil commotion, inability to secure material through regular recognized channels, imposition of government priority or allocation of materials, failure of OWNER to make payments when due, delays caused by inspection or changes ordered by the inspectors of authorized governmental bodies, acts of independent contractors, or holidays, or other causes beyond CONTRACTOR'S reasonable control.

After acceptance of this Agreement, CONTRACTOR shall have a reasonable time in which to make delivery of materials and/or labor to commence and complete the performance of the contract.

4. **SUBCONTRACTS.** The CONTRACTOR may subcontract portions of this work to properly licensed and qualified subcontractors.

5. **DAMAGE TO WORK AREA.** If the project is destroyed or damaged by accident, disaster or calamity, such as fire, storm, earthquake, flood, landslide, or by theft or vandalism, any work done by the CONTRACTOR in rebuilding or restoring the project shall be paid by the OWNER as extra work.

OWNER shall obtain and pay for insurance against injury to OWNER'S own employees and persons under OWNER'S direction and persons on the job site at OWNER'S invitation.

6. **RIGHT TO STOP WORK:** CONTRACTOR shall have the right to stop work if any payment shall not be made, when due, to CONTRACTOR under this agreement. CONTRACTOR may keep the job idle until all payments due are received. This remedy is in addition to any other right or remedy that the CONTRACTOR may have. Such failure to make payment when due, is a material breach of this agreement. OWNER acknowledges that the additional costs for the delay in stopping and starting the project shall be

treated as an extra and allow CONTRACTOR additional costs in accordance with paragraph one hereof.

7. **CLEAN-UP.** CONTRACTOR will remove from OWNER'S property debris and surplus material created by this operation and leave it in a neat and broom clean condition.

8. **LIMITATIONS.** No action of any character arising from or related to this contract, or the performance thereof shall be commenced by either party against the other more than two years after completion of the project or cessation of work under this contract.

9. **COMPLIANCE WITH LAWS.** In connection with the performance by CONTRACTOR, pursuant to this agreement, CONTRACTOR shall comply with all federal, state, county and local laws, ordinances and regulations.

10. **PAYMENT.** Payment shall be made promptly as specified. In the event that OWNER fails to make any payment as provided herein, CONTRACTOR may, at its option, stop work without prejudice to any other remedy it may have. OWNER certifies that sufficient funds and/or financing are available to timely meet the payment obligations of this Agreement. In the event of a dispute with regard to any portion of the work, OWNER agrees to promptly pay when due for all undisputed portions of the work. OWNER'S failure to pay any balance when due shall constitute a material breach of this Agreement. Checks returned for insufficient funds will result in a \$38.00 fee. A 2.5% per month penalty will be imposed on the OWNER for failing to pay the CONTRACTOR in a timely fashion. OWNER agrees to pay for all legal fees incurred by CONTRACTOR in the event that legal action is required to collect payment. OWNER also assumes responsibility for all collections' fees, attorneys' fees, court costs, legal expenses, and any other related costs incurred by CONTRACTOR pertaining to collections and/or legal proceedings, whether suit is filed or not.

11. **ASBESTOS AND HAZARDOUS WASTE.** Unless the contract specifically calls for the removal, disturbance or transportation of asbestos or other hazardous substances, the parties acknowledge that such work requires special procedure, precautions, and/or licenses. Therefore, unless the contract specifically calls for same, if CONTRACTOR encounters such substances, CONTRACTOR shall immediately stop work and allow the OWNER to obtain duly qualified asbestos and/or hazardous material CONTRACTOR to perform the work or the CONTRACTOR may perform the work at CONTRACTOR'S option. Said work will be treated as an extra under the contract.

12. **WARRANTY.** All work is to be performed in a workmanlike manner within industry standards. It should be noted that mold conditions can change over short and extended periods of time, and may vary and depend upon several factors not withstanding ventilation, humidity,

disturbance, temperature, etc. **In all situations, the underlying cause of water accumulation must be rectified or fungal growth will recur.** For these reasons, CONTRACTOR does not guarantee against the recurrence of mold growth. CONTRACTOR does, however, guarantee the removal of existing mold as stated in the estimate and guarantees clearance to the work area. To the extent that CONTRACTOR is required or requested to return to the site to correct and/or repair any of its work due to alterations or damage done by others, such work shall be considered an "extra" and billed separately at the rate as related above, plus a reasonable re-mobilization charge. Contractor accepts no responsibility for undisclosed areas of water damage and/or fungal growth, and any additional work due to the findings of additional areas of water damage and/or fungal growth will also be considered an "extra" and billed separately at the rate as related above, plus a reasonable re-mobilization charge.

13. **THIRD-PARTY TESTING.** CONTRACTOR retains the right to be present at the work site during any post-remediation testing/inspections by third parties.

14. **CONTRACTOR'S RIGHT TO CURE.** In the event that OWNER alleges that CONTRACTOR'S work was defective, 45 days before filing a lawsuit, OWNER agrees to deliver to the CONTRACTOR a written notice of any conditions the OWNER alleges are defective and provide the CONTRACTOR the opportunity to make an offer to repair or pay for the defects.

15. **ENTIRE AGREEMENT.** This Agreement supersedes any and all other Agreements, either oral or written, and contains all of the covenants and agreements between the parties. Each party to this Agreement acknowledges that no representations, inducements, promises or agreements, orally or otherwise, have been made by either party, or anyone acting on behalf of any party to this Agreement, which are not embodied herein, and that no other agreement, statement or promise not contained in this Agreement shall be valid or binding. Any modification of this Agreement will be effective only if it is in writing, signed by the party to be changed.

NOTICE TO CONSUMER

YOU MAY CANCEL THIS CONTRACT AT ANY TIME BEFORE MIDNIGHT OF THE THIRD BUSINESS DAY AFTER RECEIVING A COPY OF THIS CONTRACT. IF YOU WISH TO CANCEL THIS CONTRACT, YOU MUST EITHER:

1. SEND A SIGNED AND DATED WRITTEN NOTICE OF CANCELLATION BY REGISTERED

OR CERTIFIED MAIL, RETURN RECEIPT REQUESTED; OR

2. PERSONALLY DELIVER A SIGNED AND DATED WRITTEN NOTICE OF CANCELLATION TO:

Titanium Laboratories, Inc.
249 Satterthwaite Avenue, Nutley NJ 07110

If you cancel this contract within the three day period, you are entitled to a full refund of your money.

Having read and fully understood this Agreement, I (we) hereby authorize the remediation of the subject property.

Client Signature

Date

Print Name

Title

Titanium Laboratories, Inc.

Date

10/16/22

Print Name

Title

owner



Titanium Laboratories, Inc.
 249 Satterthwaite Ave
 Nutley, NJ 07110
 (877) 784-8264

Proposal 2057



ADDRESS	SHIP TO	DATE	TOTAL
Heather Bolland 4 Liddy Place West Caldwell, NJ 07006	Heather Bolland 4 Liddy Place West Caldwell, NJ 07006	10/14/2022	\$10,129.88

ACTIVITY	QTY	RATE	AMOUNT
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ACTIVITY	QTY	RATE	AMOUNT
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	TAX	629.38
To approve this proposal electronically, go to https://titaniumlaboratories.com/pest-agreement/ https://titaniumlaboratories.com/remediation-agreement/	TOTAL	\$10,129.38

THANK YOU.

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Accepted By

Accepted Date

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