



ALLEY CAT TERMS & AGREEMENT

THE DOWN PAYMENT MAY NOT EXCEED \$ 1,000 OR 10 PERCENT OF THE CONTRACT, WHICHEVER IS LESS.

The remaining balance of the contract price is due and payable on the day of project completion, prior to the departure of the Company's team from the project site. The Client acknowledges and agrees that if the service is scheduled to span multiple days, 50% of the total remaining balance will be due and payable at the end of the first day of service. The balance of the contract price will be due and payable upon completion of the project unless a different payment schedule has been agreed upon in writing or financing has been approved.

The Company accepts payment in the form of cash, major credit/debit cards, check, or money order. Payment may be made to the foreman on-site upon completion of the services or online upon receipt of the final invoice via email. If the Client is not present to make payment to the foreman on site, the Client may contact the Company's office at 510-277-3303 to arrange for payment.

The Client agrees that all services must be paid for in full as outlined under the terms of the invoice after services are completed. No service reports, certificates, or warranties will be issued prior to receipt of payment in full. If payment is not received within the terms outlined in the invoice, the Company reserves the right to withhold further services until payment is received. In the event that payment is not received within the terms outlined in the invoice, the Company reserves the right to withhold warranties and to refrain from performing further services that relate to unpaid amounts that are overdue.

TERMS AND CONDITIONS OF AGREEMENT WITH ALLEY CAT

This Agreement, as negotiated herein, is entered into by and between Alley Cat. ("Company" or "Alley Cat") and Client. Alley Cat shall provide the services described on the front of this Agreement consistent with Alley Cat's standard practices and in accordance with the terms and conditions set forth below.

COMMERCIAL GENERAL LIABILITY INSURANCE:

Alley Cat carries commercial general liability insurance. Specifics concerning Alley Cat's insurance may be found at www.cslb.ca.gov.

WORKERS' COMPENSATION INSURANCE:

Alley Cat carries workers' compensation insurance for all employees. Specifics concerning Alley Cat's insurance may be found at www.cslb.ca.gov.

EXTRA WORK OR CHANGE ORDERS:

You may not require us to perform extra or change-order work without providing written authorization prior to the commencement of any work covered by the new change order. Extra work or a change order is not enforceable against you unless the change order also identifies all of the following in writing prior to the commencement of any work covered by the new change order: (i) the scope of work encompassed by the order; (ii) the amount to be added or subtracted from the agreement.

Our failure to comply with the requirements in this Notice does not preclude our recovery of compensation for work performed based upon legal or equitable remedies designed to prevent unjust enrichment.

COMPLETION CERTIFICATES:

Upon completion of the services or any segment thereof, Client will, on request, execute such instrument as Alley Cat may reasonably request, acknowledging completion of the services. Client agrees to inspect the services immediately upon completion and notify Alley Cat's crew of any complaints before they leave.

To the extent that they may validly do so, the parties agree that the services will be deemed to be fully acceptable if no notice of any defect in materials or workmanship is received by Alley Cat in writing within 3 days of completion of services.

FINANCE CHARGE:

15% interest per year for unpaid amounts. Payments are due upon completion of work to Alley Cat. Any outstanding amounts due to Alley Cat that are not paid within 30 days

after the due date shall incur interest at the lesser of 15% per annum or the highest lawful interest rate until paid in full. All returned checks are subject to a \$35 fee per incident.

PRE-EXISTING CONDITIONS OF PROPERTY:

Client acknowledges that there may be hidden or unknown conditions that would affect the cleaning and restoration process used by Alley Cat; therefore, Client agrees that Alley Cat shall not be responsible for any damages caused by any pre-existing conditions. Client further acknowledges that new materials used in restoration may not precisely match existing texture, type, material, or color. Prior to Alley Cat's arrival, Client shall notify Alley Cat of any preexisting dangerous, defective, or damaged conditions. Client shall remove all valuables and breakable items from the area where services may be performed. Client shall be responsible for any loss or damage resulting therefrom.

You also must inform us of the location of pipes, wires, equipment, or hazardous materials. Unless informed, we will decide where to drill holes and install equipment. We will use reasonable care to avoid concealed items but have no way to determine with certainty if any exist. All costs to repair or replace pipes, wires, equipment, walls, ceilings, floors, or furnishings shall be your sole responsibility. If asbestos or other hazardous materials are found during installation, we will stop all work until you have, at your sole expense, obtained clearance from a licensed asbestos or hazardous waste removal contractor that no danger exists. We will not be liable for the discovery of, exposure to, or abatement of asbestos or other hazardous materials.

Client's insulation, ceiling, ducting, plumbing, roofing, gutters, and any personal items may have pre-existing damage. Alley Cat assumes no responsibility for pre-existing damage, including but not limited to electrical wiring, plumbing, including water lines, drain lines, gas lines, electrical lines, or any other prior infrastructure and construction code violations, and no responsibility for cracks, chipping, or other damages to floor, walls, wood trim, or other woodwork, stucco, plywood caused by, in whole or in part, pre-existing damage.

Attics equipped with pressurized fire sprinkler system and/or cross-linked polyethylene (PEX) pressurized water supply: If your home is equipped with a pressurized fire sprinkler system and/or (PEX) polyethylene pressurized water supply system, you are advised to employ a licensed C-16 fire protection contractor and/or C-36 plumbing contractor to drain and disable the pressurized system(s) before our employees or

subcontractors can gain access to the attic for any inspections, repairs or treatments. Clients must inform Alley Cat that the sprinkler has been drained prior to the work being performed. Due to the fragility of pressurized fire sprinkler systems and/or (PEX) polyethylene pressurized water supply systems, we cannot accept responsibility for water damage that may be caused inadvertently by our activities in the attic. Your C-16 fire protection contractor and/or licensed C-36 plumbing contractor will need to inspect and re-establish the systems after we have finished the work you have hired us to do in the attic.

WARRANTIES AND LIMITATION OF DAMAGE:

Alley Cat warrants to Client (and to no other person or entity) that all work will be completed in a good and workmanlike manner in accordance with Alley Cat's standard practices. Client understands and agrees that these cleaning and restoration services may not totally clean or remove all contaminants, odors, stains or damages in all areas, even after diligent and reasonable efforts by Alley Cat, and Client agrees that no such guarantees, warranties or representations, as to results or levels of decontamination, cleanliness or restoration are made by Alley Cat except as stated in writing in this Agreement.

Further, please note that rodents will find any small route of entry, and although there are no appearances of holes, they may or will create one. Therefore, our hole-sealing service is not guaranteed to prevent rodents from returning.

In the event of any defect in the services provided by Alley Cat, Client's exclusive remedy shall be correction of same by reservice, retreatment, adjustment, or repair by Alley Cat. All warranties are void if the reservice, retreatment, adjustment, or repair is performed by Client, the homeowner, or any third party without Alley Cat's written permission. Alley Cat does NOT guarantee or warranty work done by others, regardless of whether or not Alley Cat recommended such work, including work done by the Client or the homeowner. There will be a charge for all re-inspection.

The Client hereby warrants complete cooperation with Alley Cat during this contract's term and agrees to maintain the treated area(s) free from any factors that could contribute to infestation, such as pet food, trash, fallen fruit, or standing water under pier type structures. The Client also agrees to promptly rectify any faulty plumbing, leaks, or dampness from drains or roofs in the treated area(s). If rodent damage results from faulty roofs, the cost of repairs is the sole responsibility of the owner, not Alley Cat.

Should the Client fail to correct any condition that may contribute to the infestation, Alley Cat reserves the right to terminate this contract. Alley Cat is not liable for any damage

caused to the structure(s) treated due to these conditions. Upon notice of termination to the Customer, Alley Cat is released from any further obligations under this Contract.

THIS IS A LIMITED WARRANTY AND IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY, HABITABILITY, WORKMANSHIP, OR FITNESS FOR A PARTICULAR PURPOSE, ALL OF WHICH ARE HEREBY DENIED BY Alley Cat AND WAIVED BY CLIENT. IN NO EVENT SHALL Alley Cat BE LIABLE TO CLIENT UNDER ANY THEORY FOR ANY ANTICIPATED OR LOST PROFITS OR ANY INCIDENTAL OR CONSEQUENTIAL LOSS, AND Alley Cat'S MAXIMUM LIABILITY TO CLIENT FOR ANY LOSS OR DAMAGE ARISING FROM THE SERVICES RENDERED BY Alley Cat SHALL NOT EXCEED THE AMOUNT OF THE CONTRACT PRICE PAID BY CLIENT FOR THE SERVICES RENDERED HEREIN.

HAZARDS:

The Client is hereby notified that potential health risks may arise due to the application of cleaning agents, deodorizers, sanitizers, micro biocides, or any other chemicals utilized in the services as outlined in this agreement. The Client acknowledges having read a copy of the Material Safety Data Sheets (MSDS) - as provided by the manufacturers - for the chemicals used in performing the services. These MSDS can be accessed at AlleyCatusa.com/product-info. The Client further acknowledges and accepts the risks as detailed herein.

The Client, in understanding the potential risks associated with the chemicals used, hereby releases and forever discharges Alley Cat, its agents, principals, owners, shareholders, directors, managers, and employees from any and all claims, whether known or unknown, pertaining to injuries, damages, or health issues that may arise as a result of the application of these chemicals. This release includes but is not limited to, any claims of negligence against Alley Cat or any of the aforementioned parties.

DELAY/INTERRUPTION IN INSTALLATION:

Client agrees to allow all treated surfaces to dry, set in before allowing people and pets to come in contact with the treated area; to provide access to the property on the day of service; that it is the responsibility of the Client or Client's agent to disclose any known defects or repairs made that may conceal hidden damages, infestations or infections of the structure (s) that may not be given in this report; notify us of any changes to the Premises equipment. We shall not be liable for any delay in the installation or completion of services or for the consequences of delay, regardless of cause or origin, including, without limitation, weather, strikes, riots, floods, storms, earthquakes, fire,

power failures, equipment failures, insurrection, terrorist attack, military action, interruption or unavailability of telephone, cable, radio, cellular, Internet, or other transmission services, acts of God, or for any other cause, regardless of origin, beyond our control. We will not be required to provide installation or any other services to you during these periods.

LIQUIDATED DAMAGES:

If Client causes the delay or interruption of service, Client shall pay a trip charge of \$495 as liquidated damages. Delays or interruptions caused by Client may include but are not limited to failing to remove hazardous materials (e.g., asbestos), failing to remedy hazardous conditions (e.g, exposed electrical wires), failing to remove pests, vermin, or vicious animals (e.g, raccoon, snake) failing to provide access to the property or attic, allowing materials to block access to the property or attic, or any other condition over which the Client has substantial control.

REFUND POLICY:

Alley Cat does not provide refunds for any of its products or services. In case of defect, please notify the company in writing immediately, and a replacement will be provided within 30 days. Prices based on square footage are approximate and cannot be renegotiated after service is completed.

DISPUTE RESOLUTION/LIMITATIONS OF ACTIONS:

Client agrees to notify Company of all complaints in writing and allow Company to inspect and/or correct any deficiencies in the services. Client and Alley Cat agree to participate in mediation to resolve any and all disputes, controversies, or claims between Client and Alley Cat, including its employees, agents, managers, officer, directors, and shareholders, arising from or relating to this Agreement, and/or the services to be provided by Alley Cat, and if any dispute remains unresolved, the parties shall submit such dispute to binding arbitration as the exclusive and mandatory forum resolving any disputes. The award of the arbitrator shall be final and binding upon both parties, and either party may apply to an appropriate court to enforce such award if necessary. The prevailing party in any action between the parties shall be entitled to recover reasonable attorney's fees and costs incurred in that action. Both the Client and Alley Cat agree to bring any dispute in arbitration on an individual basis only and not on a class, collective or representative basis, except to the extent such waiver is expressly prohibited by law. No dispute shall be brought, heard, or arbitrated as a class, collective or representative action, and no party shall participate as a member in any such class,

collective, or representative action, including without limitation, in any pending but not certified class actions. Any action that relates in any way to this Agreement, whether based upon contract, negligence, or otherwise, shall be commenced no later than one year after the accrual of the claim.

MECHANICS LIEN RELEASE:

Upon satisfactory payment being made for any portion of the work performed, we shall, prior to any further payment being made, furnish to you a full and unconditional release from any claim or mechanic's lien under Section 3114 of the Civil Code for that portion of the work for which payment has been made.

MECHANICS LIEN WARNING.

Anyone who helps improve your property but who is not paid may record what is called a mechanics' lien on your property. A mechanics' lien is a claim, like a mortgage or home equity loan, made against your property and recorded with the county recorder. Even if you pay your contractor in full, unpaid subcontractors, suppliers, and laborers who helped to improve your property may record mechanics' liens and sue you in court to foreclose the lien. If a court finds the lien is valid, you could be forced to pay twice or have a court officer sell your home to pay the lien. Liens can also affect your credit. To preserve their right to record a lien, each subcontractor and material supplier must provide you with a document called a '20-day Preliminary Notice.' This notice is not a lien. The purpose of the notice is to let you know that the person who sends you the notice has the right to record a lien on your property if he or she is not paid.

BE CAREFUL.

The Preliminary Notice can be sent up to 20 days after the subcontractor starts work or the supplier provides material. This can be a big problem if you pay your contractor before you have received the Preliminary Notices. You will not get Preliminary Notices from your prime contractor or from laborers who work on your project. The law assumes that you already know they are improving your property.

PROTECT YOURSELF FROM LIENS.

You can protect yourself from liens by getting a list from your contractor of all the

subcontractors and material suppliers that work on your project. Find out from your contractor when these subcontractors started work and when these suppliers delivered goods or materials. Then wait 20 days, paying attention to the Preliminary Notices you receive.

PAY WITH JOINT CHECKS.

One way to protect yourself is to pay with a joint check. When your contractor tells you it is time to pay for the work of a subcontractor or supplier who has provided you with a Preliminary Notice, write a joint check payable to both the contractor and the subcontractor or material supplier. For other ways to prevent liens, visit CSLB's Web site at www.cslb.ca.gov or call CSLB at 800-321-CSLB (2752). **REMEMBER, IF YOU DO NOTHING, YOU RISK HAVING A LIEN PLACED ON YOUR HOME. This can mean that you may have to pay twice or face the forced sale of your home to pay what you owe.**

Information about the Contractors' State License Board (CSLB).

CSLB is the state consumer protection agency that licenses and regulates construction contractors. Contact CSLB for information about the licensed contractor you are considering, including information about disclosable complaints, disciplinary actions, and civil judgments that are reported to CSLB. Use only licensed contractors. If you file a complaint against a licensed contractor within the legal deadline (usually four years), CSLB has the authority to investigate the complaint. If you use an unlicensed contractor, CSLB may not be able to help you resolve your complaint. Your only remedy may be in civil court, and you may be liable for damages arising out of any injuries to the unlicensed contractor or the unlicensed contractor's employees. For more information: Visit CSLB's Website at www.cslb.ca.gov. Call CSLB at 800-321-CSLB (2752). Write CSLB at P.O. Box 26000, Sacramento, CA 95826.

NO OTHER AGREEMENTS OR REPRESENTATIONS:

This Agreement and any attachments hereto constitute the complete and exclusive statement of the agreement between the parties with respect to the subject matter hereof and shall supersede all proposals, all prior agreements and representations, oral or written, and all communications between the parties relating to the subject matter hereof. No representative of Alley Cat has the authority to make representations, guarantees, warranties, agreements, or other promises other than what is set forth in this Agreement, and this Agreement shall not be varied by any agreement or representation other than an instrument in writing executed by the duly authorized

officer of Alley Cat and Client. Alley Cat terms and conditions of this Agreement shall insure to the benefit of and be binding upon the parties hereto, their respective heirs, representatives, successors and assigns.

Sales are not final, and Alley Cat Management reserves the right to cancel any estimate before the work starts. The total price does not include city permits, this will be paid by the homeowner (unless written otherwise under the Estimate). This estimate is valid for up to 30 days.

You are entitled to a completely filled-in copy of this agreement, signed by both you and the contractor, before any work may be started.

Please note that these Terms & Conditions are subject to change without prior notice at the sole discretion of Alley Cat, Inc. We strongly advise clients to regularly check our website, www.alleycatusa.com, to stay informed about any updates to our terms and policies.

THREE-DAY RIGHT TO CANCEL:

The law requires that the contractor give you a notice explaining your right to cancel. Initial the box if the contractor has given you a “Notice of the Three-Day Right to Cancel.”

I UNDERSTAND AND HAVE READ, AND I AGREE TO ALL THE TERMS AND CONDITIONS:

Date: _____

Client: _____

NOTICE OF RIGHT TO CANCEL

Notice of Cancellation

(Enter the date of transaction)

You may cancel this transaction, without any penalty or obligation, within three business days from the above date.

If you cancel, any property traded in, any payments made by you under the contract or sale, and any negotiable instrument executed by you will be returned within 10 days following receipt by the seller of your cancellation notice, and any security interest arising out of the transaction will be canceled.

If you cancel, you must make available to the seller at your residence, in substantially as good condition as when received, any goods delivered to you under this contract or sale, or you may, if you wish, comply with the instructions of the seller regarding the return shipment of the goods at the seller's expense and risk.

If you do make the goods available to the seller and the seller does not pick them up within 20 days of the date of your notice of cancellation, you may retain or dispose of the goods without any further obligation. If you fail to make the goods available to the seller, or if you agree to return the goods to the seller and fail to do so, then you remain liable for performance of all obligations under the contract.

To cancel this transaction, mail or deliver a signed and dated copy of this cancellation notice, or any other written notice to: Alley Cat 2140 Edison Ave San Leandro, CA 94577 or email copy to info@alleycatusa.com, not later than midnight of the scheduled service date.

I hereby cancel this transaction.

(Date)

(Customer's Signature)