



WOW TOTAL RESTORATION

PO Box 152349
Austin, TX 78715
(512) 291-0048
<https://www.wowtotalcleaning.com>

Client: Burnet County
Property: 100 E Washington street
Burnet, TX 78611

Home: (512) 755-4653

Operator: RESTOR

Estimator: Eduardo San Esteban
Position: Estimator
Company: WOW Total Cleaning And Restoration
Business: 1116 Regal Row
Austin, TX 78748

Business: (512) 291-0048
E-mail: ed@wowtcr.com

Type of Estimate: Mold Remediation

Date Entered: 2/19/2026

Date Assigned:

Price List: TXAU8X_FEB26

Labor Efficiency: Restoration/Service/Remodel

Estimate: 26-078-MLD

File Number: 26-078-MLD

This estimate is based on a Mold Remediation Protocol

Estimate: \$9,592.33

WORK PLAN

This project consists of mold remediation services at **100 E Washington Street, Burnet, TX**, specifically within the **Back Office area**, including containment construction, content cleaning and manipulation, selective removal of fungal-affected materials, structural cleaning and antimicrobial treatment, and preparation for post-remediation clearance testing. All work will be performed in accordance with industry-standard mold remediation practices (IICRC S520) and applicable regulatory requirements.

Containment & Work Area Isolation

- Construct full containment in the Back Office area using polyethylene sheeting and framed barriers.
- Install airlock/decontamination chamber for controlled entry and exit.
- Seal all penetrations within containment to prevent cross-contamination.
- Install floor protection within the Back Office and adjacent access paths.

Content Cleaning & Manipulation

Clean all contents within the Back Office using controlled compressed air methods to remove settled particulate contamination.

- Perform detailed surface wiping of contents where required.
- Relocate cleaned contents to an adjacent unaffected room.
- Maintain separation between cleaned contents and active remediation areas.

Removal of Fungal-Affected Materials



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Selective removal of building materials exhibiting visible microbial growth or confirmed contamination, including:
Remove approximately **23 linear feet of baseboard**.
Remove drywall along approximately **23x 8 square feet of affected wall section** (full wall height where impacted).
Remove insulation materials within the affected wall cavity.
All removed materials will be properly bagged and disposed of in accordance with regulatory requirements.

Structural Cleaning & Disinfection

Following material removal:

- Perform detailed HEPA vacuuming of all exposed structural surfaces (walls, ceiling, and floor).
- Apply mold/mildew stain remover to affected wall cavity areas.
- Perform heavy cleaning of exposed framing and surrounding building materials.
- Clean stud wall surfaces and lightly sand exposed framing where microbial staining is present.
- Apply approved antimicrobial treatment to affected structural components.

Decontamination Chamber Cleaning

- Perform heavy cleaning of decontamination chamber interior surfaces.
- Apply antimicrobial treatment to containment framing and barrier materials as required.

Post-Remediation Procedures

- Perform final detailed HEPA vacuuming of the Back Office and containment interior.
- Conduct final wipe-down of structural surfaces.
- Prepare work area for third-party **post-remediation clearance testing**.
- Maintain containment until clearance results are obtained, if required by protocol.

The following is not a contract but a general overview of WOW TOTAL RESTORATION policies. Please see accompanying formal contract for your signatures.

This estimate is presented utilizing the Xactimate estimating software customized to reflect the specific scope of work presented in this loss.

The work descriptions in this estimate are maintained by a third party, using a customized pricing database accepted by most insurance carriers, and may not precisely describe the actual work to be completed. It is intended to be used to arrive at the nearest approximate cost of repairs.

This estimate is written to provide a specific scope of work at a package price. Line items include a description of the work to be done, the unit of measure and quantity needed.

The estimator also may have relied on the use of written or verbal quotes from subcontract labor or suppliers who were deemed capable of completing their respective scopes of work.

Quantities in this estimate are for estimating purposes only and are not guaranteed to be accurate. In some cases, quantities are factored for waste, pattern matching and other circumstances.

NOTES: THIS ESTIMATE INCLUDES ONLY THE WORK OUTLINED IN THE ABOVE TYPED SCOPE. IT IS POSSIBLE THE SCOPE OF WORK CAN EXPAND ONCE THE WORK HAS BEGUN. THIS WILL BE CONSIDERED UNFORESEEN AND AN ADDITIONAL COST MAY BE INCURRED. THIS WILL BE CONSIDER SUPPLEMENTAL TO THIS BID AND BILLED AS SUCH. NOT INCLUDED ANY TESTING.



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26-078-MLD

Main Level

Main Level

DESCRIPTION	QTY
ADMINISTRATIVE CHARGES	
1. Administrative/supervisor labor charge (Bid Item)	1.50 HR
2. Hazardous Waste/Mold Cleaning- Supervisory/Admin- per hour	2.00 HR
PERSONAL PROTECTIVE EQUIPMENT OSHA REQUIREMENT 1910.132(a)	
Protective equipment, including personal protective equipment for eyes, face, head, and extremities, protective clothing, respiratory devices, and protective shields and barriers, shall be provided, used, and maintained in a sanitary and reliable condition wherever it is necessary by reason of hazards of processes or environment, chemical hazards, radiological hazards, or mechanical irritants encountered in a manner capable of causing injury or impairment in the function of any part of the body through absorption, inhalation or physical contact.	
3. Respirator cartridge - HEPA & vapor & gas (per pair)	2.00 EA
4. Respirator - Full face - multi-purpose resp. (per day)	2.00 DA
5. Personal protective gloves - Disposable (per pair)	10.00 EA
6. Add for HEPA filter (for negative air exhaust fan)	0.25 EA
7. Add for personal protective equipment - Heavy duty	8.00 EA
2 technicians, 2 changes by day, 2 days	
8. Haul debris - per pickup truck load - including dump fees	1.00 EA

Hallway

Height: 7' 8"

DESCRIPTION	QTY
***** Containment *****	
9. Floor protection - cardboard and tape	308.29 SF
***** Equipment & Tools *****	
10. Negative air fan/Air scrubber (24 hr period) - No monit.	4.00 DA

Back Office

Height: 7' 8"

DESCRIPTION	QTY
***** Containment *****	
11. Containment Barrier/Airlock/De-con. Chamber Polyethylene sheeting and, tape to install barrier.	465.05 SF
12. R&R 1" x 2" lumber (.167 BF per LF) Wood to create the containments. 23 ft X 6 = 138 ft for create the structure for the ceiling 34 ft to create the structure for doors	172.00 LF
13. Floor protection - cardboard and tape	397.55 SF
14. Ducting - lay-flat	50.00 LF
***** Content Manipulation *****	



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CONTINUED - Back Office

DESCRIPTION	QTY
15. Hazardous Waste/Mold Cleaning Technician - per hour	10.00 HR
2 Technicians for 5 hours to clean the contents on the back office with Air pressure	
16. Content Manipulation charge - per hour	6.00 HR
2 Technicians for 3 hours to move contents once are cleaned	
***** Demolition *****	
17. Tear out baseboard and bag for disposal	23.00 LF
18. Tear out wet drywall, cleanup, bag - Cat 3	184.00 SF
19. Tear out and bag wet insulation - Category 3 water	184.00 SF
***** Cleaning & Disinfection *****	
20. HEPA Vacuuming - Detailed - (PER SF)	1,399.09 SF
21. Apply mold/mildew stain remover to the surface area	184.00 SF
22. Clean more than the floor - Heavy	1,399.09 SF
23. Clean stud wall - Heavy	184.00 SF
24. Sand exposed framing - Walls	184.00 SF
***** Equipment & Tools *****	
25. Negative air fan/Air scrubber (24 hr period) - No monit.	4.00 DA
26. Dehumidifier (per 24 hr period) - 70-109 ppd - No monitor.	3.00 EA
27. Equipment decontamination charge - per piece of equipment	2.00 EA

Kitchen

Height: 7' 8"

DESCRIPTION	QTY
***** Equipment & Tools *****	
28. Negative air fan/Air scrubber (24 hr period) - No monit.	4.00 DA

Decon Chamber

Height: 7' 8"

DESCRIPTION	QTY
29. Clean more than the walls - Heavy	185.85 SF
30. Apply anti-microbial agent to more than the walls	185.85 SF
31. Peel & seal zipper - heavy duty	2.00 EA
32. Containment Barrier/Airlock/Decon. Chamber	185.85 SF
33. R&R 1" x 2" lumber (.167 BF per LF)	64.00 LF
These barriers are designed to create a perfect seal and prevent any cross-contamination during the remediation process. Please note that when the containment is removed, paint or sealer may peel off or be compromise from surfaces as a result of the sealing materials used to achieve an airtight barrier. This is a normal part of the process and should be included in the reconstruction estimate.	



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Grand Total Areas:

2,506.44	SF Walls	1,114.51	SF Ceiling	3,620.95	SF Walls and Ceiling
1,065.28	SF Floor	118.36	SY Flooring	291.58	LF Floor Perimeter
0.00	SF Long Wall	0.00	SF Short Wall	384.17	LF Ceil. Perimeter
1,065.28	Floor Area	1,204.51	Total Area	2,506.44	Interior Wall Area
1,344.08	Exterior Wall Area	168.17	Exterior Perimeter of Walls		
0.00	Surface Area	0.00	Number of Squares	0.00	Total Perimeter Length
0.00	Total Ridge Length	0.00	Total Hip Length		



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Summary

Line Item Total	9,357.43
Material Sales Tax	26.41
Cleaning Mtl Tax	57.92
Subtotal	9,441.76
Cleaning Sales Tax	150.57
Replacement Cost Value	\$9,592.33
Net Claim	\$9,592.33

Eduardo San Esteban
Estimator



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Recap of Taxes

	Material Sales Tax (8.25%)	Cleaning Mtl Tax (8.25%)	Cleaning Sales Tax (8.25%)	Manuf. Home Tax (5%)	Storage Rental Tax (8.25%)	Total Tax (8.25%)
Line Items	26.41	57.92	150.57	0.00	0.00	0.00
Total	26.41	57.92	150.57	0.00	0.00	0.00



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Recap by Room

Estimate: 26-078-MLD

Area: Main Level	919.08	9.82%
Hallway	481.01	5.14%
Back Office	6,955.77	74.33%
Kitchen	299.12	3.20%
Decon Chamber	702.45	7.51%
Area Subtotal: Main Level	9,357.43	100.00%
Subtotal of Areas	9,357.43	100.00%
Total	9,357.43	100.00%



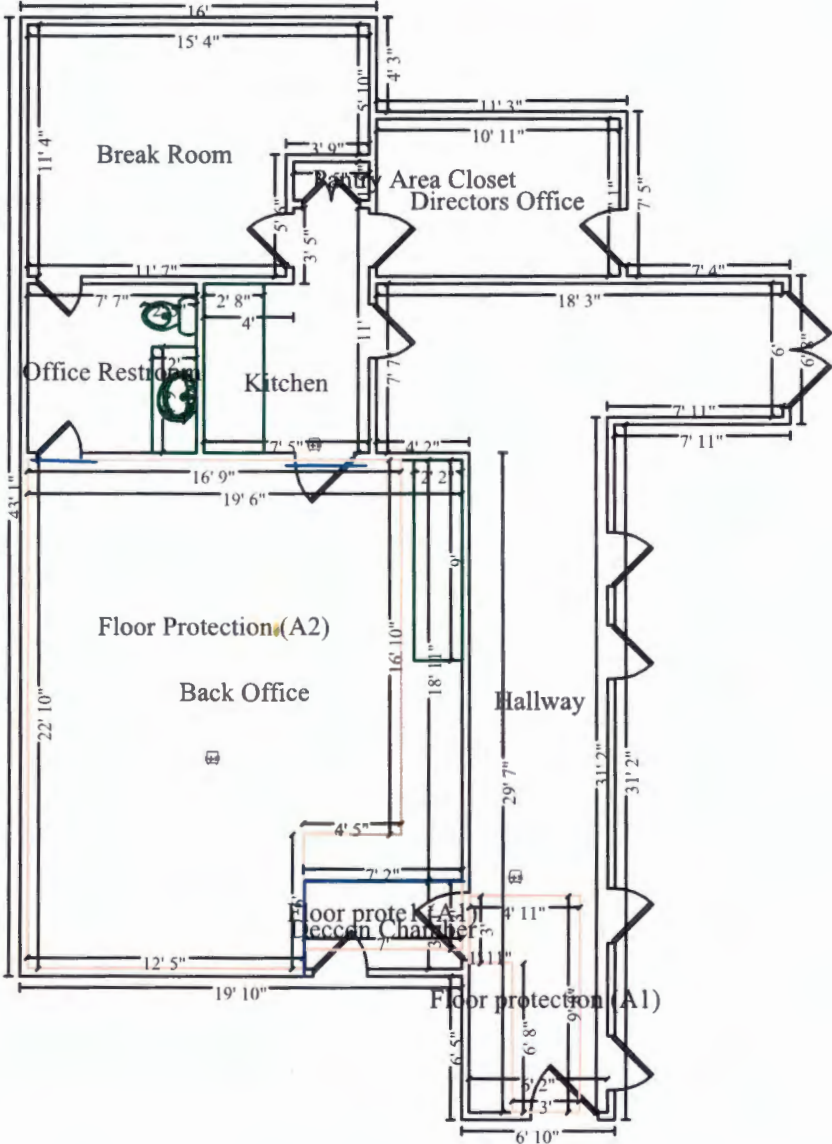
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Recap by Category

Items	Total	%
CLEANING	274.16	2.86%
CONTENT MANIPULATION	336.90	3.51%
GENERAL DEMOLITION	1,511.86	15.76%
FRAMING & ROUGH CARPENTRY	613.60	6.40%
HAZARDOUS MATERIAL REMEDIATION	6,351.05	66.21%
WATER EXTRACTION & REMEDIATION	269.86	2.81%
Subtotal	9,357.43	97.55%
Material Sales Tax	26.41	0.28%
Cleaning Mtl Tax	57.92	0.60%
Cleaning Sales Tax	150.57	1.57%
Total	9,592.33	100.00%





AGREEMENT & WORK AUTHORIZATION

WOW Total Restoration, LLC

1116 Regal Row Austin, TX 78748 PH (512) 291-0048

info@wowtcr.com

JOB NUMBER: 26-078-MLD

This Agreement is entered into between WOW Total Restoration, LLC (the "Company" or "WOW") and Burnet County Auditor (the "Client") Who is the owner or authorized representative of the property located at: 100 E Washington street, Burnet, TX, 78611 ("the Property"). Client authorizes Company to complete a visual inspection, estimating, testing (as needed or determined by the Company), damage appraisal, mitigation, remediation, restoration, cleaning, repairs to the Property, and the removal of, storage, and return of inventoried property ("Contents") located at the Property (the "Services") and if applicable relating to the loss occurring at the Property (the "Loss") subject to the terms and conditions hereof. All emergency services will be billed in accordance with Company's standard rates (Company follows industry pricing guidelines). All other Services will be described in an estimate provided by Company (the "Estimate") and billed in accordance with that Estimate. All Estimates specifically exclude concealed & underlying conditions.

For additional Provisions see "Additional Agreement Terms & Conditions" on the next pages which are incorporated herein and are part of this contract. Client acknowledges receiving a copy of the "Terms & Conditions" prior to signing this agreement.

Client understands and agrees that the scope of work and pricing pertaining to all work to be provided will be determined at a later date based on Company's Time, Equipment, Materials, and/or independent pricing set for insurance restoration purposes per the most recent Xactimate price list and an initial estimate will be sent to Client to review and approve, subject to any revised or supplements thereto to be approved by Client. Client agrees to make payment directly to Company for work and for any deductible, depreciation, or amounts not covered by insurance. Client acknowledges, understands, and agrees that it is possible the scope of work may expand once walls are opened or if additional damages are discovered. Client acknowledges, understands, and agrees to all "Additional Agreement Terms & Conditions". Client agrees to remove cash, jewelry, firearms, collectibles, or any other valuable items prior to Company commencing work.

Payment: Wow could directly bill your insurance company as a courtesy to you. However, if the full payment is not paid by your insurance company, the balance due or total payment becomes the responsibility of you, the client due within 14 days of the work being completed. Any amount not paid 30 days after the due date shall be calculated based on 1.5% per month (18 %annual rate), but in no event more than a minimum lawful amount that can be charged, you agree that upon receiving an insurance check it will be

endorsed and delivered to wow total restoration within 5 days of receipt, equipment is charged for the time at the location, not time used. Client understands that all payments due under this agreement will be paid directly to WOW by Client or Client's insurance provider and Client hereby agrees to add WOW as an additional payee on all associated insurance claim payments and Client hereby assigns the insurance proceeds to Wow.

Client hereby declares to have read and agrees with all of the terms and conditions on the front and reverse side of this agreement and all terms and conditions are fully understood and voluntarily accepted and acknowledge receipt of the statutory disclosures. Client acknowledges receipt of a copy of this agreement. Client agrees to pay Company for all emergency Services provided and for all other Services provided in accordance with the estimates provided, including amendments, or supplements for additional services whether or not reimbursed by an insurance company; and, Client understands and acknowledges that all invoices are due upon receipt.

Client Contact Information:

Telephone number: 1-512-715-5234 : Jolene Mock

E-Mail: invoices@burnetcountytexas.org

Insurance Carrier:

Add another E-mail: Date of Loss:

Claim # Adjuster:_

Policy # Phone #

Billing Address (if different):

Street:

City:

State:

Zip

Code

Deductible:

Checks /Drafts/Paid Amount:

Cash: ☐ Check : ☐ Credit Card: Type: Name on card:
 Exipre
on: CVV Zip Code

In the event that The Customer presents its claim to an insurance company, The Company will not charge The Customer's credit card until payment is past due, where after, all said charges, including any deductible, will be charged to The Customer's credit card. All credit card charges are subject to a 3% fee.

Client(s) printed name(s)

Bryan Wilson

Client(s) signature(s)

Bryan Wilson

[Signature]

WOW Total Restoration representative San Esteban, Eduardo

ADDITIONAL AGREEMENT TERMS AND CONDITIONS

1. Services: Company agrees to provide Client emergency mitigation and/or repair services as described above (the "Services"). Services provided in addition to emergency services will be outlined in an estimate and amendments thereto, including supplemental work and any additional work requested by Client whether or not covered by insurance. The Estimate defines the scope of the Services and will be modified by Company from time to time, as needed to reflect the complete scope of the Services. The most current Estimate will reflect the amount due for the Services. Client may not cancel or elect not to have Company perform any material item of the Services in the Estimate. Materiality shall be determined by Company at Company's sole discretion. In the event that Client cancels any immaterial item of the Services, Client agrees to pay Company 20% (10% overhead + 10% profit) of the amount that would have been due for the Services had Client not canceled such Services. All invoices are due and payable in Travis County, Texas, at 1116 Regal Row, Austin, Texas 78748.

2. Quality of Services: Company warrants that Company will use industry recommended restoration procedures, and that the Services will be completed in a good and workmanlike manner in conformity with customary industry practices using current techniques and materials reasonably calculated to approximate

the finish and quality prior to the damage, including deletion of certain items deemed not necessary by Company. This does not mean zero defects. Restoration is not an exact science and results cannot be guaranteed by the Company. Seams or joints in carpet or light-colored finishes, or irregularities in shiny surfaces, will be visible. Client acknowledges that permanently discolored, spotted, faded, and or bleached areas might remain, even after diligent efforts are made to restore the same. Restoration of contents and certain decorator structure items, such as fabric-covered furniture and drapes, cannot be guaranteed. Company will use commercially reasonable efforts to repair or restore such items, but if items cannot be repaired or restored to their pre-damaged condition, Client shall remain obligated to pay Company for its efforts to restore the items.

3. Additional Services: Change orders are required for additional services (not covered by the insurance company and not outlined in the Estimate) including changes in specifications of any portion of the Services (the term "Services" shall include the initial scope of Services, supplemental Services or additional Services). Additional services specifically include Client requested design consultation, engineering, betterment, and Services required by applicable local building codes to correct pre-existing violations or deficiencies. Painting is estimated to return existing surfaces to the same color. A color change, finish, or surface will be considered additional Services. Change Orders can be completed either by written change order, emails, or verbal confirmation followed by an email.

4. Client Obligations: Client agrees not to touch, move, disturb, or turn off the equipment of Company and understands that by doing so it may affect the result of the work. Client understands that there is also a risk of injury to the equipment and the person contacting the equipment. This agreement is based upon, and client shall provide, clear and continuous access for all work on a concurrent, unscheduled basis, during normal working hours (8:00 am to 5:00 pm weekdays). Client's telephone, electric, toilet, heat, and water are to be made available for Company's use during the process of work at no cost to Company. Client agrees to be present during all onsite work. Client may comply with the foregoing condition by supplying Company with a premise key to be placed in a Company supplied lockbox. Company assumes no liability for unauthorized entry. Client shall be responsible for all equipment and tools left on the job site outside of normal working hours and shall keep the tools and equipment in a safe and locked place, if necessary, without charge or fee to Company.

5. Hazardous or Other Conditions: During the Course of work, should WOW encounter and hazardous substance (asbestos, chemical, gas, or the like) or unsafe condition, WOW may halt the work. Should the work be halted for more than one week for this reason, or for any other reason whatsoever, WOW may terminate this contract and Client agrees to pay WOW for all work performed to date, without retention, as determined by WOW's reasonable estimate and invoice, including costs of demobilization, substance investigation and/or testing, and any additional costs occasioned by the discovery and disposal of, and decontamination due to, said hazardous substance or unsafe condition. Client shall inform WOW of the presence of any hazardous substances or unsafe conditions contained within the contents or structure, and does hereby indemnify and agree to hold harmless WOW from any and all claims by any person arising from the existence of and/or exposure to the hazardous substances or unsafe conditions. Client further understands that notwithstanding the performance of WOW to industry standards, it is still possible for undetected damage to exist and it is also possible for mold to not be eliminated or to appear after the completion of the work. WOW makes no representations as to the complete removal or prevention of mold and Client hereby waives any claims it may have to damages or injuries, to the client or client's employees, family, guests, agents, or any other person who may enter upon the premises as a result of the existence of mold.

6. **Limited Warranty:** Company warrants its work for one year from the date Company completes the work. In the event a warranty issue arises, Company will have the right to re-perform the work or return the amounts paid, at its sole discretion. This warranty is expressly in lieu of all other warranties, express or implied, including all warranties of merchantability and fitness for purpose or use. All other obligations or liabilities of Company and its suppliers and contractors are hereby expressly disclaimed. Company, its suppliers, and contractors neither assume nor authorize any other person to give or assume for them any other warranty or liability in connection with these services. Customer expressly understands and agrees that neither Company, nor its officers, directors, employees, agents, representatives, suppliers, or contractors shall be liable for any loss, damage, or expense directly or indirectly arising from the services, including, but not limited to, penalties, direct damages, special damages, consequential damages, incidental damages or liquid damages. In no event shall Company or its contractors incur any liability whatsoever until they receive full payment for services.

7. **Contents:** If Company is storing and/or repairing Client's Contents, upon return of the Contents, if Company does not unpack boxed Contents and/or place Contents in their final location, because Company will not have control over the security and/or handling of the Contents, Client agrees that Company shall not be liable for breakage, damage or loss discovered subsequent to the return of the Contents.

8. **Completion Date:** Company agrees to diligently pursue Substantial Completion of the Services, but shall not be held liable for delays due to late deliveries, weather, inspections, strikes, or conditions beyond Company's reasonable control. Client shall not delay the Services and agrees to avoid interrupting, interfering with or casually visiting with Company's workers while they are performing the Services. Substantial Completion is the date when Services are sufficiently complete so the Client can occupy or utilize the Services area for the use for which it was intended and is subject to adjustments in time as provided pursuant to written Change Orders. Company will repair or replace, at Company's option, defective Services found following the final walkthrough at the time of Substantial Completion through Company's limited warranty.

9. **LIMITATION ON LIABILITY:** Customer and Wow agree if Wow is found liable to customer under any arbitration proceeding commenced under this agreement, or otherwise, in no event shall any award to customer be in excess of the contracted price of this agreement and the amount of any change orders, but only up to the amount that Customer actually paid to Wow prior to initiation of any such proceeding, and shall not be liable for consequential damage of any kind.

10. **Further Limitations on Liability.** (a) **Dumpster/Storage Containers/Port-O-Let:** If Company requires the use of units such as roll-off dumpsters, port-o-lets and/or mobile storage units ("Units"), neither Company nor Company's subcontractors will be liable for damage to driveways or other surfaces resulting from the Units. (b) **Temporary Plumbing:** If Company uses temporary sinks in providing the Services; the temporary sinks are for liquid drainage only. Except for damages caused by Company or Company's subcontractors' improper use, neither Company nor Company's subcontractors will be liable for damages resulting from drain back-up or any other misuse or improper use of a temporary sink, c) **Plumbing Fixtures and Appliances: Seals, Drains and Supply Lines.** Company recommends that all seals, supply and drain lines affected by the emergency be replaced. Company can replace affected seals, supply and drain lines for

an additional charge to Client if not covered by the insurance company. In addition, appliances that require removal and re-installation may leak. Company will take all necessary precautions to secure and contain drain and supply lines to prevent any leaks. (d) General: Except for injury, loss or damage resulting from Company's negligence, neither Company, nor Company's subcontractors, will be liable for injury, loss or damage caused by deteriorated seals or drain and supply lines or reinstalled appliances that may leak during or following Company's work to be performed.

(e) Prior Mitigation Services. In the event that Client or any other third party provided mitigation services prior to the arrival of Company, Company will not be liable for injury, loss or damage arising in whole or in part from prior mitigation services. (f) Pre-existing Conditions: In the event that pre-existing conditions are discovered during the provision of Services, Company will not be liable for injury, loss or damage arising in whole or in part from such pre-existing conditions. Company will promptly notify Client of the pre-existing condition and will make recommendations to Client regarding repairing the pre-existing condition and the cost thereof. If Client elects to repair the pre-existing condition this written authorization will be revised pursuant to a change order executed by both parties prior to the continuation of the Services. (g) Mold: Company shall not be liable for any damages, existing or future, resulting in either directly or indirectly from mold, mildew, dampness, or any other moisture-related issue.

11. Default: In the event, Client breaches this Agreement, Company may cease all Services and terminate this Agreement without prejudice to any other rights or remedies available to it, or Company may, but shall not be obligated to, pursue any one or more of the following remedies without terminating this Agreement: a) Company may retain possession of the Contents and charge storage fees per Company's standard pricing until the default has been corrected; b) Company may file a lien pursuant to Texas law; c) Company may sell the Contents in accordance with any procedure provided by law; d) Company may pursue any other rights or remedies available to it under applicable laws or in equity.

12. Termination: In the event of termination by Client or by Company, Client shall pay Company for Services performed through the termination and demobilization date including all materials delivered for the Services, whether or not incorporated into the improvements, plus all demobilization costs, plus a sum equal to twenty percent (20%) of the Contract Price that Company would have been paid but for termination of the Agreement. Company need not accept an adjusted settlement amount offered by the insurance company, in which event, Client shall pay Company pursuant to this Section 12. In the event Client terminates this Agreement prior to the start of repairs and/or ordering of repair materials, Client agrees to pay Company the greater of \$500 or 10% of the repair/re-construction estimate price which has been provided by the Company and approved by Insurance Carrier.

13. Jurisdiction and Venue: Client agrees that the exclusive venue for any legal proceedings related to this agreement shall be in Austin, Travis County, Texas. The parties specifically waive their right to a trial by Jury. All invoices are due and payable in Travis County, Texas, at 1116 Regal Row, Austin, Texas 78748.

14. Warranty Terms: All labor and materials furnished to the customer by Wow Total Restoration are warranted to be free from defects for a period of one year from the date of installation. There are no warranties which extend beyond the description on the face hereof. There are no warranties, either express

does not warrant any part or material not used or installed by Wow Total Restoration. Customer shall look solely to the manufacturer's warranties, if any, with respect to any defect in parts or materials. Wow Total Restoration hereby assigns to customer any rights or interest that it may have with respect to such manufacturer's warranties if any. Disclosure of any manufacturer's warranty shall be provided to customer free of charge upon request. This contract is subject to Chapter 27 of the Texas Property Code. The provisions of that chapter may affect your right to recover damages arising from a construction defect. If you have a complaint concerning a construction defect and that defect has not been corrected as may be required by law or by contract, you must provide the notice required by Chapter 27 of the Texas Property Code to the contractor by certified mail, return receipt requested, not later than the 60th day before the date you file suit to recover damages in a court of law or initiate arbitration. The notice must refer to Chapter 27 of the Texas Property Code and must describe the construction defect. If requested by the contractor, you must provide the contractor an opportunity to inspect and cure the defect as provided for by Section 27.004 of the Texas Property Code. **IMPORTANT NOTICE:** You and your contractor are responsible for meeting the terms and conditions of this contract. If you sign this contract and you fail to meet the terms and conditions of this contract, you may lose your legal ownership rights in your home. **KNOW YOUR RIGHTS AND DUTIES UNDER THE LAW.**

15. Client acknowledges that this contract for the work and material expressly provides that the client/owner may rescind the contract without penalty or charge within three days after the execution of the contract by all parties, however, Client hereby admits and acknowledges that the work and materials to be provided under this agreement by Wow are necessary to complete immediate repairs to conditions on the property of client that materially affects the health or safety of the client, owner or persons residing in the property and the owner of the property hereby acknowledges such in writing by signing this agreement.

16. Dispute Resolution: 1) Collection Action: If the customer fails to pay Wow under the terms of this agreement, the customer agrees that it will pay all legal fees, costs and expenses incurred by Wow in bringing any collection action and will be added to the amount becoming due, and is payable immediately. Venue for any collection matter or dispute arising between Wow Total Restoration and customer shall be exclusively in Travis County, Texas. This Agreement shall be governed by the laws of the State of Texas. 2) Federal Arbitration Act: Customer and Wow Total Restoration agree to negotiate with each other in good faith and to use their best efforts to reach a fair and equitable resolution or settlement if any dispute arises under this agreement or any other matter related thereto, other than Wow's right to bring an action for collection, should settlement negotiations fail with respect to any and all other disputes or claims arising out of or relating to this agreement, contract or invoice, an alleged breach of this agreement or contract, or the terms of the Warranty issued by Wow, including but not limited to, all claims based on contract, tort, or statute, shall be submitted to binding arbitration under the Federal Arbitration Act and submitted to the American Arbitration Association under the Construction Industry Rules if the parties cannot agree upon a private arbitrator. Any fee for initiating arbitration must be paid by the party initiating arbitration. Thereafter, the parties shall share the fees and expenses of the arbitration proceeding equally but pay their own attorney's fees. Customer hereby waives its right to a trial by jury. **No Punitive Damages:** The arbitrator is not empowered to award punitive damages. The parties expressly waive any claim to punitive damages with respect to any disputes. The prevailing party in arbitration shall recover all of its legal fees and costs incurred in connection therewith even if only nominal damages are awarded and the arbitrator must utilize the terms of this entire contract and agreement in connection with any arbitration award.

Notice: Texas law requires a person insured under a property insurance policy to pay any deductible applicable to a claim made under the policy. It is a violation of this Texas law for a person or business paid

to pay. Or assist the insured person's failure to pay, the applicable insurance deductible. See SECTION 2. Business & Commerce Code is amended to read as follows: Section 27.02. "Goods or Services Paid for by Insurance Proceeds: Payment of Deductible Required



Client Initials

BN *BN*

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