

**Specimen – Consult with Counsel**

**This specimen sub-contract should be reviewed by your legal counsel before being used in whole or in part. This specimen sub-contract may not fit your specific needs or circumstances. Your legal counsel may determine that your interests are best served by use of alternative forms or a modification of this form.**

**MODEL MOLD AND MILDEW ACKNOWLEDGMENT,  
RELEASE, HOLD HARMLESS, AND INDEMNITY AGREEMENT**

Date: \_\_\_\_\_

This agreement made and entered into by and between \_\_\_\_\_ hereinafter called "Owner" and \_\_\_\_\_ hereinafter called "Contractor."

Owner acknowledges and agrees that the construction, services, and work performed by Contractor (and Contractor's subcontractors) does not include, in whole or in part, any remediation, including but not limited to the cleanup, sanitizing, and drying out of the residence. Owner further acknowledges and agrees that all such activities have been, or will be, performed by others; and that Contractor (and Contractor's subcontractors) has no responsibility or liability for, and is released from, any and all demands, claims, suits, damages, and loss related to, in whole or in part, the following that exist, manifest, or otherwise result once the construction, services, and activities performed by Contractor (and Contractor's subcontractors) are completed: (a) any "fungus(fungi)" or "spore(s);" or (b) any substance, vapor or gas produced by or arising out of any "fungus(fungi)" or "spore(s);" or (c) any material, product, building component, building or structure that contains, harbors, nurtures or acts as a median for any "fungus(fungi)" or "spore(s)." "Fungus(fungi)" includes, but is not limited to, any form or type of mold, mushroom or mildew. "Spore(s)" means any reproductive body produced by or arising out of any "fungus(fungi)" (sometimes referred to as the "Released Matters"). Owner further agrees to hold harmless, defend, and indemnify Contractor (and Contractor's subcontractors) for any and all demands, claims, actions, suits, damage, and loss asserted by, or on behalf of, all third persons (including such third persons' insurers and indemnitors) that arise from, and/or are related to, in whole or part, the Released Matters, that are asserted and/or raised, on and after the completion of the construction, services, and activities performed by Contractor (and Contractor's subcontractors), whether or not such Released Matters were known, or manifested, at such time.

\_\_\_\_\_  
Owner  
Date \_\_\_\_\_

\_\_\_\_\_  
Contractor – Authorized Signature of \_\_\_\_\_  
Date \_\_\_\_\_

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