



Request for Cleaning and Disinfection to Limit the Survival of Emerging Viral Pathogens (including Coronavirus)

Customer Name: _____ Date: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Customer has requested that the Servpro franchisee identified below provide cleaning, sanitizing and disinfection to the properties also identified below. Customer has informed us that these properties have had actual or potential exposure to harmful viruses and/or bacteria, which could include coronaviruses.

According to the United States Centers for Disease Control and Prevention, Coronaviruses (CoV) are a large family of viruses that cause illness ranging from the common cold to more severe diseases such as Middle East Respiratory Syndrome (MERS-CoV) and Severe Acute Respiratory Syndrome (SARS-CoV). CDC is responding to an outbreak of respiratory disease caused by a novel (new) coronavirus that has been named "SARS-CoV-2" and the disease it causes has been named "coronavirus disease 2019" (abbreviated "COVID-19").

Currently there are no disinfectants or protocols that have been tested specifically for this particular emerging viral pathogen. The CDC is recommending an EPA-registered disinfectant with claims against similar type organisms to SARS-CoV-2. The CDC also publishes a list of disinfectants that have been approved for emergent pathogen claims. The disinfectants the workers will use meet the criteria. Product information can be found in Technical Data and Safety Data Sheets, available upon request.

As part of their cleaning, sanitizing and disinfecting, workers will clean a variety of surfaces with special attention paid to frequently touched surfaces, such as doorknobs, light switches, countertops, keyboards and desks. They will use industry-standard procedures; non-porous surfaces will be cleaned and disinfected, porous surfaces will be cleaned and sanitized. Please note that it is not possible to disinfect a porous surface. A specific scope of work will be agreed upon prior to the start of work. We will follow the CDC's Environmental Cleaning and Disinfection Recommendations found at www.cdc.gov/coronavirus/2019-ncov/community/organizations/cleaning-disinfection.html. We will also follow state or local health department recommendations and protocols, if applicable. If you believe the facility and/or situation requires a more specific protocol, you are encouraged to hire an industrial hygienist to write a protocol for us to follow.

While we will follow these protocols to clean and disinfect, due to the nature of certain surfaces, we cannot provide assurances that all pathogens will be eliminated, including coronaviruses. Of course, any area may be infected later if exposed to someone who is contagious with any pathogen. It is important that you continue to follow CDC's recommendations found on their website. For example, it is important that you continue to perform routine environmental cleaning. This includes routinely cleaning with effective and approved cleaning agents. Use all cleaning products according to the directions on the label. In addition, provide disinfectant wipes so that commonly used surfaces can be cleaned before each use.

At this time, there are no tests to confirm whether or not coronaviruses are present before we begin work. In addition, there are no tests to confirm whether or not coronaviruses are present after we complete our work. There is some uncertainty about coronaviruses; the CDC recommends actions aimed at limiting the survival of novel coronavirus in key environments. You agree that we cannot be held responsible or liable for the presence of coronaviruses or other pathogens. Services are provided as is, where is, without any representation or warranty of effectiveness or success. Customer agrees to indemnify, defend and hold harmless Provider, its franchisor and their respective owners,

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officers, directors, employees, or agents, and affiliates from and against any and all claims to the maximum extent permitted by law arising out of, relating to or in any way connected to, in whole or in part, Provider's provision of services hereunder including, without limitation, claims from employees, clients and customers, with the exception of Provider's sole negligence or intentional wrongful acts. Claims means all losses, fines, suits, claims, demands, costs of suit, reasonable attorneys' fees, costs of investigation and discovery, settlement costs, and other similar expenses.

Limitation of Liability: IN NO EVENT SHALL PROVIDER, ITS OWNERS, OFFICERS, DIRECTORS, EMPLOYEES, OR AGENTS, FRANCHISOR, OR AFFILIATES BE RESPONSIBLE FOR INDIRECT, SPECIAL, NOMINAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL LOSSES OR DAMAGES, OR FOR ANY PENALTIES, REGARDLESS OF THE LEGAL OR EQUITABLE THEORY ASSERTED, INCLUDING CONTRACT, NEGLIGENCE, WARRANTY, STRICT LIABILITY, STATUTE OR OTHERWISE, EVEN IF IT HAD BEEN AWARE OF THE POSSIBILITY OF SUCH DAMAGES OR THEY ARE FORESEEABLE; OR FOR CLAIMS BY A THIRD PARTY. THE MAXIMUM AGGREGATE LIABILITY SHALL NOT EXCEED TWO TIMES THE AMOUNT PAID BY CUSTOMER FOR THE SERVICES OR ACTUAL PROVEN DAMAGES UNDER THE TERMS AND CONDITIONS HEREIN, WHICHEVER IS LESS. IT IS EXPRESSLY AGREED THAT CUSTOMER'S REMEDY EXPRESSED HEREIN IS CUSTOMER'S EXCLUSIVE REMEDY. THE LIMITATIONS SET FORTH HEREIN SHALL APPLY EVEN IF ANY OTHER REMEDIES FAIL OF THEIR ESSENTIAL PURPOSE. Some states/countries do not allow the exclusion or limitation of incidental or consequential damages, so the above may not apply.

The terms and conditions set forth in this agreement supersede and replace any previous agreement(s) regarding the subject matter hereof.

Property Address(es):

Customer's Signature: _____	Provider's Signature: _____
Printed Name: _____	Franchise Legal Name: _____
Date: _____	d/b/a SERVPRO® of: _____
Customer's Email Address: _____	Date: _____