



**Capital Carpet Care, LLC**  
 CARPET CLEANING • FLOODS • REPAIRS  
 9097 Comprint Ct. Gaithersburg Md. 20877 888-948-6724

**CUSTOMER AGREEMENT  
 MOLD MITIGATION AND RELATED SERVICES**

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**NOTE: This contract contains a limitation of liability**

I/We \_\_\_\_\_ as the sole

owner(s)/resident(s) of the property located at \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Do hereby authorize Capital Carpet Care llc to perform mold mitigation and related services at the property noted above. I/we also acknowledge that I/we have read and understand the information contained in the mold brochure and the customer information Form- Water Damage.

**LIMITATION OF LIABILITY:** This Limitation of Liability is to protect Business from claims associated with mold and other contaminants present in your property prior to our arrival. Our services are intended to address visible mold contamination in the areas we are working on. We cannot be responsible for mold and other contaminants in other parts of the property or hidden within the structure.

**THUS, IN NO EVENT WILL CAPITAL CARPET CARE, ITS OWNERS, OR AFFILIATED PARTIES, BE RESPONSIBLE FOR ANY LOSSES OR DAMAGES, WHETHER DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL, INCLUDING PERSONAL INJURY OR DEATH, REGARDLESS OF THE LEGAL EQUITABLE THEORY ASSERTED, OR THIRD PARTY CLAIMS, RESULTING DIRECTLY OR INDIRECTLY FROM, OR IN CONNECTION WITH, ANY ACTIONS OR INACTION OF CAPITAL CARPET CARE RELATING TO MOLD MITIGATION SERVICES RENDERED AT THE PROPERTY, INCLUDING ANY PRE-EXISTING CONDITION OF THE PROPERTY, UNLESS SUCH LOSS OR DAMAGE ARISES OUT OF THE GROSS NEGLIGENCE OR INTENTIONAL MISCONDUCT OF CAPITAL CARPET CARE THE MAXIMUM AGGREGATE LIABILITY TO YOU SHALL NOT EXCEED THE AMMOUNT PAID BY YOU FOR THE SERVICES. IT IS EXPRESSLY AGREED THE REMEDY EXPRESSED HEREIN IS CUSTOMERS EXCLUSIVE REMEDY. THE LIMITATIONS HEREIN SHALL APPLY EVEN IF ANY OTHER REMEDIES FAIL THEIR ESSENTIAL PURPOSE. AS SOME JURISDICTIONS DO NOT ALLOW EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, LIABILITY IN SUCH JURISDICTIONS SHALL BE LIUMITED TO THE EXTENT PERMITTED BY LAW.**

If any term or provision of this agreement shall, in any jurisdiction, be invalid or unenforceable, such term or provision shall be ineffective as to such jurisdiction to the extent of such invalidity or unenforceability with out invalidating or rendering unenforceable such term provision in any other jurisdiction or the remaining terms and provisions of this agreement other than as to which it is held invalid or unenforceable.

\_\_\_\_\_  
**Customer's Signature**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Printed Name**