

**LIMITED ASBESTOS DISTURBANCE WAIVER**

*(For small repairs or limited material contact)*

Customer/Owner Name: \_\_\_\_\_ Date: \_\_\_\_\_

Property Address: \_\_\_\_\_

**Scope of Work**

I understand that DESA Contracting & Restoration (“DESA”) may need to **disturb limited areas** of materials that could contain asbestos in order to complete restoration or repair work.

Examples may include cutting, drilling, or removing small sections of drywall, plaster, flooring, or other materials during investigation, water mitigation, or reconstruction.

This work is **not full asbestos abatement** and will follow **Type 1 procedures** under Ontario Regulation 278/05.

**Health & Environment**

DESA follows industry-standard safety practices, including PPE use and minimal disturbance techniques.

I understand that indoor spaces are not sterile and that asbestos fibres can be released during construction activity, though DESA will take reasonable steps to minimize risk.

I agree to hold DESA harmless for any pre-existing asbestos-containing materials or conditions within the property.

**Limit of Liability**

DESA is not responsible for hidden or unidentified asbestos-containing materials discovered during work. If such materials are found, DESA will stop work and notify the client for further direction.

DESA is not responsible for:

- Pre-existing asbestos conditions
- Damages to hidden ACMs
- Recontamination from areas outside the containment
- Odours or residue associated with negative air equipment

**Release of Liability & Indemnification Clause**

I agree that I will not initiate, participate in, or support any legal, administrative, or arbitration action against DESA Contracting & Restoration, its employees, officers, directors, agents, representatives, or subcontractors, arising from or related to this work.

I further agree to release, defend, indemnify, and hold DESA harmless from any and all claims, damages, or costs (including legal fees) that may result from fire/water mitigation, mold/asbestos remediation, biohazard or trauma cleanup, reconstruction, repairs, renovations, products used, or site conditions before, during, or after the work.

**Clearance Testing**

Clearance air testing is available if requested by client, testing may be performed by a qualified third-party consultant at additional cost to the property owner or corporation.

This authorization and waiver represent the entire understanding between the parties and supersede any prior verbal or written communication.

Client

Signature: \_\_\_\_\_ Name: \_\_\_\_\_

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