

TAX ID #: [REDACTED]

Office: [REDACTED]

CONTRACT FOR SERVICES, ASSIGNMENT OF BENEFITS, DIRECT PAYMENT AUTHORIZATION, AND HOLD HARMLESS AGREEMENT

Date: 21 12 2017 Insurance Carrier to be: [REDACTED] Claim#: [REDACTED]

Address: [REDACTED] City: [REDACTED] Zip: [REDACTED]

Print Name Owner/Agent: [REDACTED]

Owner Contact: [REDACTED] Alternate #: [REDACTED]

Email Address: [REDACTED]

I, the Owner/Agent for the job site listed above, authorize [REDACTED] (hereinafter referred to as "company") to enter my property, furnish materials, supply all equipment and perform all labor necessary to preserve and protect my property from further damage.

ASSIGNMENT OF INSURANCE BENEFITS

I, hereby, assign any and all insurance rights, benefits, proceeds and any causes of action under any applicable insurance policies to Company, for services rendered or to be rendered by Company. In this regard, I waive my privacy rights. I make this assignment in consideration of Company's agreement to perform services and supply materials and otherwise perform its obligations under this contract, including not requiring full payment at the time of service. I also hereby direct my insurance carrier(s) to release any and all information requested by Company, its representative, and/or it's Attorney for the direct purpose of obtaining actual benefits to be paid by my insurance carrier(s) for services rendered or to be rendered.

DIRECT PAYMENT AUTHORIZATION

I also hereby authorize and unequivocally instruct direct payment of any benefits or proceeds to Company. I agree that any portion of work, deductibles, betterment, depreciation or additional work requested by the undersigned, not covered by insurance, must be paid by the undersigned on or before its completion. Payment terms to Company are net-30 days. Late charges of 1.5% monthly are charged to any and all unpaid balances. Company shall be entitled to reimbursement for costs of collection (including reasonable attorney's fees and costs) of unpaid amounts by Owner/Agent and for reasonable attorney's fees and costs for the breach, or enforcement, of any terms of this entire service agreement.

AUTHORIZED ANTIMICROBIAL AGENTS

I understand that in the best judgment of Company, materials may be treated with a Commercial antimicrobial agent to inhibit the growth of micro-organisms during the drying process. I have received advanced notice of the use of antimicrobial and/or antimicrobial product as part of the restoration process. I understand it is beyond the expertise of Company to determine if someone is sensitive to its application and will hold Company harmless for its use.

STOP WORK-HOLD HARMLESS

In the event Company is not allowed to perform its recommended procedures and/or drying equipment is removed prematurely, I agree to release and hold Company harmless, and indemnify Company against all claims or actions that may result from such procedures.

My Deductible is: \$1000 Deductible collected YES / NO By: [REDACTED] Initials [REDACTED]

I have read and understand the information above and have received a copy for my records.

[REDACTED]
Signature Owner / Agent

21 12 2017
Date



[Redacted]

[Redacted]

[Redacted]

[Redacted]

Client: [Redacted] Date: 2 / 1 / 2017

Address: [Redacted] Insurance Co.: [Redacted]

City/State/Zip: [Redacted] Policy #: [Redacted]

Phone: [Redacted] Claim #: [Redacted]

Email: [Redacted] Adjuster: [Redacted]

Job Site Address: [Redacted] Tech: [Redacted]

CONTRACT FOR CONSTRUCTION SERVICES, ASSIGNMENT OF BENEFITS, DIRECT PAYMENT AUTHORIZATION, AND HOLD HARMLESS AGREEMENT

Agreement: I, the Owner/Agent for the job site listed above, authorize [Redacted] (hereinafter sometimes referred to as [Redacted]) to enter my property, furnish materials, supply all equipment and perform all labor necessary to preserve, protect and restore to pre-loss condition.

Assignment of Insurance Benefits and Direct Payment Authorization: I hereby assign any and all insurance rights, benefits, and proceeds under any applicable insurance policies to [Redacted] for the services provided to be provided. I make this limited assignment and authorization in consideration of [Redacted] agreement to perform services and supply materials and otherwise perform its obligations under this contract, including not requiring full payment at the time of service. I believe the appropriate insurance carrier to be [Redacted]. I also hereby direct my insurance carrier(s) to release any and all information requested by [Redacted], its representative, or its Attorney for the direct purpose of obtaining actual benefits to be paid by my insurance carrier(s) for services rendered or to be rendered. In this regard, I waive my privacy rights.

Payment terms to [Redacted] Inc. are net-30 days. Late charges of 1.5% monthly are charged to any and all unpaid balances. [Redacted] shall be entitled to reimbursement for costs of collection (including reasonable attorney's fees and costs) of unpaid amounts by Owner/Agent and for reasonable attorney's fees and costs for the breach, or enforcement, of any terms of this entire service agreement.

This agreement between owner and contractor applies to the following services: **CONSTRUCTION**

Deductibles: The deductible amount is \$1000, and Owner agrees to make payment for the deductible amount before commencement of the job. The paid deductible will be adjusted on [Redacted] Inc. invoice submitted to insurance company if applicable.

Stop Work-Hold Harmless: In the event [Redacted] is not allowed to perform its recommended procedures and/or its equipment is removed prematurely, I agree to release and hold harmless, and indemnify [Redacted] against all claims or actions that may result from such removal.

I have read and understand the information above and have received a copy for my records. This contract is intended to be legally binding and contains all of the terms between parties.

Customer Signature to begin work [Redacted] Date: 2 / 1 / 2017

Customer Printed Name: [Redacted] Customer Driver License# [Redacted]

CONTRACT TERMS AND CONDITIONS

The following provisions form part of the contract between the parties hereto: [redacted] will be referred to as [redacted].
GUARANTEE: Unless otherwise provided in the body of this contract, all work performed by [redacted] is guaranteed for one year. The guarantee covers any defect in workmanship or in materials supplied by [redacted] which cause damage to the premises. The guarantee does not cover acts beyond the control of [redacted], including but not limited to windstorms, hurricanes, tornadoes, lightning, plant or animal life, such as termites, damage caused by Owner or other parties, or work done by parties not under the control of [redacted]. Mechanical and electrical modifications are not part of [redacted] responsibility unless included in the scope of work otherwise described herein. The extent of this guarantee shall not exceed the contract amount paid to [redacted] and shall not extend to consequential damages. [redacted] is authorized to photograph the property in order to determine the scope of services, marketing, or other purposes associated with the project.

CLAIMS: All claims for nonfulfillment of the contract shall be made within 30 days from completion of the work. [redacted] reserves the right to correct any condition for which it is responsible including damage to other property. In the event others repair or attempt to repair any problem with the work done by [redacted] unless authorized by [redacted] in writing, all guarantees and warranties associated with this project shall be waived, void, and of no other further force and effect. United shall not be liable for any cost of work or repairs to its work done by others unless previously authorized by [redacted] in writing.

PAYMENT: Final payment is due on the completion of the job and is a condition precedent to any warranty or guarantee obligation of [redacted]. [redacted] right to payment is not contingent upon the acceptance of work done by others and over which [redacted] has no control. The prevailing party in any litigation, arbitration or mediation relating to this agreement shall be entitled to recover its costs, including reasonable attorneys' fees from the non-prevailing party for all matters, including, but not limited to appeals. [redacted] County, Florida, shall be the sole and exclusive venue for any litigation involving this agreement. Interest shall be due on all amounts not paid within 30 days of the date due at eighteen percent (18%) per annum on all outstanding balances. Owner hereby irrevocably assigns to contractor any and all rebates or credits available associated with this project and agrees to execute any documents necessary for such contractor to recover payment for all rebates or credits. The insurance company's summary of claim is incorporated into the Agreement and shall become part hereof. The owner agrees that [redacted] shall be entitled to all payments made by Owner's insurer of the scope of work contained in the summary of claim. At such time as the insurance company accepts the claim, the owner shall be obligated to pay the contractor the full amount of the claim and permit [redacted] to perform the scope of work set forth in the summary of claim.

UNFORESEEN CONDITIONS/CHANGES IN THE SCOPE OF WORK: Any change in the Scope of Work specifically required by Owner or required by plan reviewers, city inspectors, and county or state building/planning departments involving extra costs ("Additional Work") will be performed only upon written change order, and will become an extra charge over and above the contract price. Also, Additional Work may be required if concealed conditions are discovered after work has commenced which require work beyond the work described in the Scope of Work. Contractor may stop work until the parties execute a change order. In the event that additional work is performed and a change order between the parties was not executed, work will be charged on a time and material basis, plus 20% for Contractor's profit and overhead expenses. Owner shall pay Contractor for all Additional Work. Examples of concealed conditions which will be considered an unforeseen condition giving rise to an increase in the cost of the job would be the discovery of additional damage inside a wall cavity, original workmanship defects, or any other condition that [redacted] should not reasonably have anticipated and included in the price provided for in the contract.

OWNER RESPONSIBILITIES: Unless otherwise provided for in this contract, Owner is responsible for any of the following conditions: Asbest as testing and removal expenses, if any; wind uplift and moisture testing if required; engineering and attachment or enhancement of the existing/proposed structural component of the building or any other structural deficiencies which may contribute to preventing positive restoration and/or construction.

DELAYS: Time Is Not Of The Essence Of This Contract. [redacted] shall not be liable for damages resulting from any delays. In the event [redacted] must remobilize as a result of any action for which the Owner is responsible, or due to weather or other conditions not the responsibility of [redacted], [redacted] shall be entitled to an increase of the contract price attributed thereto.

MATERIAL PRICE CHANGES: Due to extreme volatility in construction material prices, the price set forth in this contract applies only to orders for construction products that are ordered and paid for within thirty (30) days of the date of this contract. All other orders shall be subject to price increases based upon increases in the price of construction related products charged to [redacted]. Similarly, if there is an increase in the price of products to be used on this project subsequent to execution of this contract, the price set forth in this contract shall be increased to reflect the additional cost to [redacted].

BREACH: In the event Owner terminates or breaches this contract, or if a condition attributable to Owner or Owner's property arises that prevents [redacted] from fulfilling the contract, [redacted] shall be entitled to be paid the percentage of the contract price equal to the percentage of work performed; plus for work not performed, all expenses incurred in preparing to perform same, mobilization expenses and profit which would have been realized had the work been completed. If the contract is canceled as a result of strike, labor dispute or conditions not the fault of or attributable to either party hereto, [redacted] shall be entitled to recover from Owner that percentage of the contract price as the percentage of work performed; plus for work not performed, all expenses incurred in preparing to perform same, mobilization expenses or other expenses incurred related to the project but not profit for work not performed.

NO ORAL PROMISES: There are no promises, representations or understandings outside of this instrument which instrument represents the complete agreement between the parties. No modification of this contract shall be valid unless in writing, signed by the party against whom the change is asserted. Any notification required by this contract shall be made in writing. Change orders, additional work or alterations to the original estimate/scope will be agreed upon by both parties. 80% of the costs of charges for change orders or additional work are to be paid at the time of a signed change order, with the balance due upon completion.

SUPPLEMENTS TO THE INSURANCE COMPANY: In the event that there is additional repair needed due to unseen conditions, [redacted] will submit a "Supplemental Estimate" to the insurance company for the cost of additional repairs as necessary, and if/when payment is made by the insurance company to the owner, the owner shall pay said amount to [redacted] in full. If the insurance company does not pay or rejects the claim, Owner shall remain liable for payment for such work.

AFTER PAYMENT OF THE CLAIM TO INSURED, BUT PRIOR TO COMMENCEMENT OF CONSTRUCTION: In the event owner cancels this agreement, the owner shall be obligated to pay a fee to [redacted] equal to 30% of the total claim paid by the insurance company, and said payment shall constitute liquidated damages, not as a penalty, and [redacted] agrees to accept said payments reasonable and just compensation for said cancellation. The parties acknowledge and agree that damages that [redacted] might reasonably anticipate in the event of a breach of this agreement by owner will be difficult to quantify and the amount stipulated herein is a reasonable estimate of such damages, i.e. the coordination with adjusters and engineers, drawings, writing estimates, detailed inspections and following through until the settling of the claim.

OTHER THAN PAYMENT OF THE DEDUCTIBLE, THERE WILL BE NO ADDITIONAL COST TO THE OWNER ABOVE OR BEYOND THE AMOUNT PAID BY THE INSURANCE CARRIER, UNLESS THE PARTIES AGREE IN WRITING TO ADDITIONAL WORK.

LIMITATION OF LIABILITY: [redacted] is not liable for any claim for injury or damages, whether based upon a contractual, statutory or tort theory, which result from: (a) natural disasters including but not limited to lightning, windstorm, hail, hurricane, tornado, wind gale force or greater; (b) misuse, neglect or unauthorized alterations of the house or building or as a result of or connected with materials supplied or installed by others; (c) exposure to damaging substances such as oil, solvents etc; (d) lack of recommended maintenance; (e) any claim related in anyway to damage or injuries from mold, spores, fungus, any organic pathogen or exposure to toxic or noxious substances fumes or vapors. [redacted] shall have no obligation under this Contract until receipt of payment in full for all work performed pursuant to this Agreement. If any materials provided pursuant to this Agreement are covered under a manufacturer's Warranty, Owner's sole recourse in the event of defect shall be against the manufacturer pursuant to its Warranty and [redacted] shall bear no liability for same. The warranty and liability of [redacted] shall only accrue to and be for the benefit of the original Owner named herein, and is NOT assignable or transferable without prior written approval and inspection by [redacted].

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, [redacted] DISCLAIMS ANY IMPLIED WARRANTY, INCLUDING THE WARRANTY OF MERCHANTABILITY AND THE WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, OR LIMITS SUCH WARRANTY TO THE DURATION AND TO THE EXTENT OF THE EXPRESS WARRANTY REPRESENTED BY THIS WARRANTY. [redacted] shall not be liable under any circumstances, or under theories of statutory or strict liability, or any other theory of liability, other than the exclusive liability set forth in this warranty which Owner agrees is its sole remedy notwithstanding the type or category of damages claimed. Under any circumstance, [redacted] will not be liable for any personal injury claims, or claims for consequential damages to the structure or its contents, loss of time or profits or any inconvenience or expense incurred by Owner. Any change to the provisions of this section must be in writing and signed by a corporate officer of [redacted].

FLORIDA HOMEOWNERS' CONSTRUCTION RECOVERY FUND

PAYMENT MAY BE AVAILABLE FROM THE FLORIDA HOMEOWNERS' CONSTRUCTION RECOVERY FUND IF YOU LOSE MONEY ON A PROJECT PERFORMED UNDER CONTRACT, WHERE THE LOSS RESULTS FROM SPECIFIED VIOLATIONS OF FLORIDA LAW BY A LICENSING CONTRACTOR. FOR INFORMATION ABOUT THE RECOVERY FUND AND FILING A CLAIM, CONTACT THE FLORIDA CONSTRUCTION INDUSTRY LICENSING BOARD AT THE FOLLOWING TELEPHONE NUMBER AND ADDRESS:

FLORIDA CONSTRUCTION INDUSTRY LICENSING BOARD
1940 MONROE STREET, SUITE 33
TALLAHASSEE, FL 32399 1039
Phone: 850.487.1395

Homeowner Signature: [redacted]

Date: 21 [redacted] 12 2012