

Insured: \_\_\_\_\_ Date: \_\_\_\_\_  
Address: \_\_\_\_\_ City: \_\_\_\_\_ Zip: \_\_\_\_\_  
Home Phone: \_\_\_\_\_ Cell Phone: \_\_\_\_\_ Email: \_\_\_\_\_  
Insurance Company: \_\_\_\_\_ Date of Loss: \_\_\_\_\_  
Policy #: \_\_\_\_\_ Claim #: \_\_\_\_\_

## **SERVICE AUTHORIZATION CONTRACT & IRREVOCABLE LETTER OF PROTECTION**

**Agreement:** I, the Insured, and or its representative for the property located at the Address listed above (hereinafter "Client"), authorize **Apollo Restoration** (hereinafter "Service Provider") to enter my property, furnish materials, supply all equipment and perform all labor necessary to assess; preserve; repair; or protect my property from further damage. The services provided under this agreement are listed in all estimates and supplemental estimates which are full incorporated herein by reference. Client agrees to fully cooperate with Insurance Company and comply with all post-loss duties required by the subject policy of insurance. Client also accepts responsibility to protect any equipment left at the subject property for mitigation and remediation purposes.

**Direct Payment Authorization:** Client hereby irrevocably agrees to expressly instruct and direct its insurance carrier to make a separate and individual payment to be sent directly to Service Provider, or its representatives in exchange for the services rendered or to be rendered in the instant matter. Client also hereby instructs Insurance Company to release any and all information requested by Service Provider its representative, or its Attorney solely for the direct purpose of obtaining payment for services rendered or to be rendered by Service Provider.

**Payments, Terms and Interest:** If for any reason payment is made Client by Insurance Company for the services provided by Service Provider under the instant contract, client shall endorsed payment over to Service Provider within three (3) business days of receiving payment. Client agrees that any portion of work, deductibles, betterment, depreciation or additional work requested by Client, not covered by Insurance Company, must be paid by client on or before its completion. Client hereby appoints Service Provider as attorney in-fact, authorizing Service Provider endorse on client's behalf, and to deposit insurance checks or drafts. In the event that legal or collection agency proceedings must be instituted to recover any amount due, Service Provider shall be entitled to recover the cost of collections, including, collection agencies, attorney's fee and costs, plus a finance charge of 1.5% per month applicable to all amounts due. Service Provider shall waive its payment terms and entitlement to finance charges should Client elect to contract a lawyer of Service Provider's choosing to institute litigation against Client's insurance carrier on Client's behalf for the recovery of insurance benefits related to the services rendered by Service Provider and/or their claim as a whole. Should Client choose this option the lawyer will represent Client directly.

**Letter of Protection:** Client hereby irrevocably instructs its attorney or future attorney to hold Service Provider's invoice(s) ("Invoices") for collection and to pay said Invoices from any insurance claim proceeds (Hereinafter "Proceeds") received from Client's insurance claim litigation relating to same. Client hereby agrees that this Letter of Protection ("LOP") shall constitute a lien on the Proceeds, up to the amount of Service Provider's Invoices, and any right that Client may have to payment of the Proceeds from the claim shall be subordinate to Service Provider's rights. Client hereby agrees that Service Provider shall be paid the full amount of its Invoices from the Proceeds, on a first priority basis to any other Service Provider that has or will perform any services on the Client's property. Client hereby directs its attorney to make this LOP a part of my permanent legal file regarding the insurance claim, and to inform any other attorney that might become involved with the prosecution of the insurance claim, by reason of substitution of the law firm by another lawyer or law firm, of this LOP. I acknowledge I have received the mandatory provision required by Fla. Stat. § 73.015 provided on the reverse side of this document.

**Stop Work-Hold Harmless:** Client agrees to release and hold Service Provider, its subcontractor, employees and representatives harmless, and indemnify Service Provider against all claims or actions that may result from the services rendered, even if Service Provider commits negligence.

**Client has 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 and conditions between the parties.**

1. **MANDATORY DISCLOSURES:** Owner(s) acknowledge(s) receipt of the Mandatory Disclosure form, which is presented contemporaneously with this Agreement, and which is made part of this Agreement by reference.
2. **SEVERANCE CLAUSE:** The invalidity or unenforceability of any provision of this Agreement will not affect the validity or enforceability of any of the other provisions of this Agreement, which shall remain in full force and effect.
3. **FORUM SELECTION:** Any dispute between the parties shall be brought in a court of competent jurisdiction in Miami-Dade County.
4. **INSTRUCTION TO CARRIER TO COMMUNICATE WITH SERVICE PROVIDER:** Client hereby instructs Insurance Company to communicate directly with Service Provider in the measure that Service Provider deems appropriate regarding the services rendered. Client waives the privacy of Clients records.
5. **ENTIRE AGREEMENT:** This Agreement and any supplemental change orders embodies the entire agreement and understanding of the Parties hereto in respect of the subject matter contained herein or therein. There are no agreements, representations, warranties or covenants other than those expressly set forth herein or therein. This Agreement supersedes all prior agreements and understandings between the Parties with respect to such subject matter.

*I/we, the undersigned Owner(s), have read and understand all the Terms and Conditions of this Agreement and acknowledge all the details of same are accepted and satisfactory.*

### **Customer Responsibility Form**

- **Dehumidifier(s):** They reduce the humidity, which in turn increases the rate of drying. **Please do not turn off or move dehumidifier(s) without first calling our office.** For optimal drying, the humidity should be maintained below 40% RH.
- **Air Mover(s):** They are designed to increase the rate of evaporation, which in turn increases the rate of drying. **Please do not turn off or move air mover(s) without first calling our office.** Moving any equipment requires a technician as they are trained to reduce drying time.
- **Air Scrubber(s):** They are used to minimize or control aerosolization of particles/contaminants. They utilize HEPA (high efficiency particle air) filters. An air scrubber in conjunction with the HEPA, filter and re-circulate air to reduce particulates during demolition and cleaning. **Please do not turn off or move the air scrubber(s) without first calling our office.**
- **General:** Please **DO NOT open the windows** unless instructed by our technician as this may delay the drying process. Please minimize entering the affected rooms. **Do not allow children to play in or around operating drying equipment.** We are NOT responsible for any injuries that occur to any person(s) due to their handling our equipment. The dwelling should have an initial temperature setting between 68-72°F (20 -22°C) for maximum drying and to prevent or inhibit bacteria and fungus growth.
- **Safety & Health:** If dehumidifier(s) or air mover(s) must be moved, they must be moved by one of our technicians. They must be shut off and unplugged as it may be hazardous to move the units while they are operating. Exposed tack strips are a danger even when covered. Please be very careful when walking near tack strips. Also, the floors may be slippery when wet; use EXTREME care if walking on wet floor or from wet flooring materials.

### **Equipment Responsibility**

By signing below, the customer certifies that he/she has been informed and understands that he/she is responsible for loss, theft or any injuries of the following numbered drying equipment while it is in his/her care and custody. This also certifies that the customer agrees to allow a company technician access to the property during normal business hours to monitor the placed equipment on site:

I have read and understand the information listed above regarding equipment responsibility and the safety and health precautions.

### MANDATORY DISCLOSURES

ACCORDING TO FLORIDA'S CONSTRUCTION LIEN LAW (SECTIONS 713.001-713.37, FLORIDA STATUTES), THOSE WHO WORK ON YOUR PROPERTY OR PROVIDE MATERIALS AND SERVICES AND ARE NOT PAID IN FULL HAVE A RIGHT TO ENFORCE THEIR CLAIM FOR PAYMENT AGAINST YOUR PROPERTY. THIS CLAIM IS KNOWN AS A CONSTRUCTION LIEN. IF YOUR CONTRACTOR OR A SUBCONTRACTOR FAILS TO PAY, SUB-SUBCONTRACTORS, OR MATERIAL SUPPLIERS, THOSE PEOPLE WHO ARE OWED MONEY MAY LOOK TO YOUR PROPERTY FOR PAYMENT, EVEN IF YOU HAVE ALREADY PAID YOUR CONTRACTOR IN FULL. IF YOU FAIL TO PAY YOUR CONTRACTOR, YOUR CONTRACTOR MAY ALSO HAVE A LIEN ON YOUR PROPERTY. THIS MEANS IF A LIEN IS FILED YOUR PROPERTY COULD BE SOLD AGAINST YOUR WILL TO PAY FOR LABOR, MATERIALS, OR OTHER SERVICES THAT YOUR CONTRACTOR OR A SUBCONTRACTOR MAY HAVE FAILED TO PAY. TO PROTECT YOURSELF, YOU SHOULD STIPULATE IN THIS CONTRACT THAT BEFORE ANY PAYMENT IS MADE, YOUR CONTRACTOR IS REQUIRED TO PROVIDE YOU WITH A WRITTEN RELEASE OF LIEN FROM ANY PERSON OR COMPANY THAT HAS PROVIDED TO YOU A "NOTICE TO OWNER." FLORIDA'S CONSTRUCTION LIEN LAW IS COMPLEX, AND IT IS RECOMMENDED THAT YOU CONSULT AN ATTORNEY.

### CHAPTER 558 DISCLOSURE

ANY CLAIMS FOR CONSTRUCTION DEFECTS ARE SUBJECT TO THE NOTICE AND CURE PROVISIONS OF CHAPTER 558, FLORIDA STATUTES.

### FLORIDA HOMEOWNERS' CONSTRUCTION RECOVERY FUND

PAYMENT, UP TO A LIMITED AMOUNT, 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 LICENSED 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:

Construction Industry Licensing Board  
2601 Blair Stone Road  
Tallahassee, Florida 32399-2215  
Phone 850.487.1395

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Client Signature

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Client Name

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Client Signature

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Client Name

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Client Signature

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Client Name

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Date

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On Behalf of Service Provider