



DIRECTION TO PAY, ASSIGNMENT AGREEMENT AND LETTER OF PROTECTION

CLIENT INFORMATION		
CLIENT NAME: JOSE ESQUIVEL - JOSEFINA ESQUIVEL		
PROPERTY ADDRESS: 525 De Anza Way, Oxnard, California 93033		PHONE: (805) 800-5124
EMAIL: jmesquivel805@gmail.com		DATE: 6/7/2025
CONTRACTOR INFORMATION		
BIOHOME RESTORATIONS CORP.		
MAILING ADDRESS: 1550 Tileston Rd, Saint Cloud, FL 34771. SUITE #105		
SCOPE OF WORK. ("SERVICES"): TARP WATER DAMAGE RESTORATION		
INSURANCE CLAIM INFORMATION		
INSURANCE COMPANY. ("INSURER"): INTERINSURANCE EXCHANGE OF THE AUTOMOBILE CLUB		
DATE OF LOSS: 2/26/2025	POLICY: CHO 076878109	CLAIM #: 017200281

AGREEMENT: I, the Homeowner/Property Owner/Insured, and or its representative for the property located at the address listed above (hereinafter "Client"), authorize BIOHOME RESTORATIONS CORP (hereinafter "Service Provider") to enter said property to perform services to protect, repair, restore, or replace a dwelling or structure and/or to mitigate against further damage to such property, TARP WATER DAMAGE RESTORATION. Client agrees to fully cooperate with insurance company, INTERINSURANCE EXCHANGE OF THE AUTOMOBILE CLUB as required by the subject policy of insurance and comply with all pre and post-loss obligations required by same.

ASSIGNMENT AND DIRECT PAYMENT AUTHORIZATION: Client hereby assigns to Service Provider any and all post loss insurance rights, benefits, causes of action, attorney's fees, and proceeds under Client's property insurance policy up to the amount owed for the Services. Client also hereby instructs and directs Client's insurance carrier to make separate payments directly to Service Provider, or its representative(s). Client makes this assignment and authorization in consideration of Service Provider's agreement to perform services and supply materials and otherwise perform its obligations under this contract.

Client further instructs Client's insurance carrier to communicate directly with Service Provider without restriction regarding any matters in connection with Client's insurance claim (the "Claim"). Client hereby assigns all legal rights to recover any and all insurance proceeds owed by client's insurance company regarding this loss; including but not limited to the right to bring appropriate legal action up to the amount owed for the services rendered by Service Provider. Service Provider shall be entitled to all recovery of costs, penalties, bad faith, and attorney's fees associated with the collection of their invoice from Client's Insurance Company, if applicable. If the Client's insurance policy restricts the right to assign all post loss insurance benefits to Service Provider and the Courts of the subject state determine that such restriction is valid, then this assignment shall become null and void ab-initio, and will solely be an irrevocable direction to pay and a lien on insurance proceeds. Service provider reserves the right to supplement and/or amend the estimate upon receipt of additional information, research, and documentation. An up-to-date copy of the estimate/invoice will be provided to the client.

LETTER OF PROTECTION: Client hereby agrees that this agreement also constitutes a Letter of Protection ("LOP") and a lien upon any and all Proceeds to be paid by the insurance company in connection with Client's insurance claim (the "Claim"), and any right that Client has to the payment of the Proceeds shall be subordinate to Service Provider's rights. Client hereby agrees that Service Provider shall be paid the full amount of its invoice from the Proceeds, on a first priority basis to Client

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and any other contractor that has or will perform any services on the Property. If Client retains an attorney, Client hereby directs Client's attorney to make this LOP a part of the attorney's permanent legal file regarding the Claim, and to inform any other attorney that might become involved with the prosecution of the Claim, by reason of substitution of the Law Firm by another lawyer or law firm, of this LOP. Client understands and agrees that Client is fully responsible to Service Provider for payment for the Services for any amount not covered or paid by Client's insurance carrier.

PAYMENTS, TERMS, AND INTEREST: If for any reason payment is made to the Client by an insurer for the services provided by Service Provider under the instant contract, it shall be endorsed over to Service Provider within three (3) business days. Client agrees that any portion of work, deductibles, betterment, depreciation, or additional work requested by the undersigned, not covered by insurance, must be paid by the Client on or before its completion. Client hereby appoints Service Provider as attorney-in-fact, authorizing Service Provider to endorse Client's name and to deposit "insurance checks or drafts" on behalf of Service Provider. 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 court costs, plus a finance charge of 1.5% per month that applies to all amounts due.

SEVERABILITY: Any provisions of this Agreement which are prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

CLIENT HAS RECEIVED A COPY OF THE ESTIMATE FOR THE SERVICES RENDERED OR TO BE RENDERED AND AGREES WITH THE CHARGES FOR THE SAME.

*If Client is married, this Agreement must be signed by both spouses.



Client Signature
JOSE ESQUIVEL
Date: 6/7/2025



Client Signature
JOSEFINA ESQUIVEL
Date: 6/7/2025



Service Provider Signature
OSMAN DELGADO
HIS. No. 7263740
Date: 6/7/2025