



EMERGENCY SERVICES CONTRACT FOR RECONSTRUCTION

FM-7002

**Royal Restoration Pro
11686 Symmes Valley Dr Loveland, Ohio 45140
513-216-3030**

This Construction Contract/Work Order Agreement consisting of the terms and conditions set forth below and such supplemental contract documents as may be agreed to hereafter is made as of the date set forth below by and between the customer named above (“
”) and Royal Restoration Pro

- 1. ORDER FOR CONSTRUCTION SERVICES.** Customer has requested Royal Restoration Pro to perform and authorizes Royal Restoration Pro to proceed and complete the Construction Services. This also authorizes all chemical treatments to be applied as necessary or appropriate.
- 2. LIMITATION ON CONSTRUCTION SERVICES AND DISCLAIMER.** Royal Restoration Pro shall not be responsible or liable for any damages, problems, or liabilities relating in any way to such materials, defects, or problems not worked upon by Royal Restoration Pro.
- 3. SUBCONTRACTORS.** Customer understands and agrees that Royal Restoration Pro may need to utilize subcontractors or other vendors to perform certain portions of the Construction Services or to supply materials for the Construction Services, and Customer further agrees to cooperate with and reasonably accommodate such subcontractors and vendors.
- 4. INVOICE.** Upon Royal Restoration Pro's agreement to perform the particular Construction Services requested by Customer and completion of such Construction Services, Royal Restoration Pro shall issue to Customer an invoice describing the outstanding obligations for the Construction Services performed by Royal Restoration Pro.
- 5. PRICING, ORDER OF VARIANCES, ADMINISTRATION FEE.** For Construction Services performed hereunder, Customer shall pay Royal Restoration Pro the fee specified in the

invoice to be furnished by Royal Restoration Pro to Customer. The customer understands that the estimate (Xactimate or equivalent) is an industry standard used by insurance companies as an estimated cost and does not reflect actual costs incurred by the Contractor as many items exceed insurance allocations. Furthermore, the Customer understands that the Contractor's profitability is achieved by performing the entire estimate as a whole and the price of the project is the final sum listed at the end of the estimate. The Customer agrees to allow the Contractor to perform the entire scope for the amount denoted on the estimate unless agreed to in writing by the Contractor. Once the Contractor writes the estimate and negotiates the claim with the insurance company, the Customer agrees to pay 20% of the gross amount of the claim to the Contractor as compensation for professional services and administrative fees. This authorizes and serves as your sales draft for your credit card to be used for your deductible or for full payment. Further, you agree that upon receiving an insurance check it will be endorsed and delivered to Royal Restoration Pro within five (5) days.

6. PAYMENT AND INTEREST. Payment terms shall be due upon invoice. All unpaid invoices shall bear interest at the rate of 18% per annum commencing from the date such invoice becomes due and payable. Customer agrees to pay all taxes, tariffs, fees, surcharges, and other charges at any time levied upon or payable with respect to Royal Restoration Pro's performance of the Construction Services. Customer shall reimburse Royal Restoration Pro for such taxes, tariffs, fees, surcharges, and other charges upon Royal Restoration Pro's submission of an invoice stating that the same have been levied or paid. In addition, Customer hereby authorizes its insurance company, if coverage exists, to make payment directly to Royal Restoration Pro for all Construction Services and goods provided by Royal Restoration Pro to or on behalf of Customer, and pursuant thereto said insurance company is authorized to issue such check payable solely to Royal Restoration Pro and to cause delivery of such check to Royal Restoration Pro. Customer appoints the Contractor as attorney in-fact, authorizing Contractor to endorse the Customer(s) name and to deposit insurance checks or drafts to or for the Contractor.

7. ASSIGNMENT OF BENEFITS AND DIRECT PAYMENT AUTHORIZATION. The Customer hereby assigns any and all insurance rights, benefits, and proceeds under any applicable insurance policies to the Contractor. In addition, the Customer authorizes direct payment of any benefits or proceeds to the Contractor. In the event the Customer receives payment directly from the Insurer, Mortgage Company or any other paying party, it shall be endorsed and delivered to the Contractor within 3 days. Further, the Customer appoints the Contractor as attorney in-fact, authorizing the Contractor to endorse the Customer's name and to redeem or deposit funds, checks or drafts made payable to the Customer.

8. DEFINITIONS. The following terms used in this Agreement shall have the meanings set forth below:

a. "Agreement" means this Construction Contract/Work Order Agreement, and all addendums, amendments, and supplements thereto.

b. "Company" or "Royal Restoration Pro" means Royal Restoration Pro.

c. "Construction Services" means analytical, collection, management, transportation, rentals, cleanup, and such other services, which Royal Restoration Pro may from time to time perform with respect to Customer's property and business.

9. Royal Restoration Pro WARRANTIES. Royal Restoration Pro represents and warrants to Customer that:

a.Royal Restoration Pro is generally engaged in the business of performing construction services and has developed the requisite expertise to perform the particular Construction Services agreed to by Customer and Royal Restoration Pro hereunder.

b.all Royal Restoration Pro vehicles utilized to perform Construction Services hereunder shall have all permits, licenses, certificates, or approvals required under applicable laws and regulations for such Construction Services; and

c.Royal Restoration Pro will perform Construction Services for Customer in a safe and workmanlike manner, and in compliance with all statutes, ordinances, laws, orders, rules and regulations applicable to the Construction Services.

10. CUSTOMER WARRANTIES. Customer represents and warrants to Royal Restoration Pro that:

a.the description of, and specifications pertaining to, the Construction Services Customer requests Royal Restoration Pro to perform is and at all times will be true and current in all material respects;

b.Customer has made available all information it has regarding the conditions in the vicinity of the premises where the Construction Services are to be performed; and

c.Customer shall comply with all applicable statutes, ordinances, laws, orders, rules and regulations, and shall provide Royal Restoration Pro a safe work environment for Construction Services performed on any premises owned or controlled by Customer.

d.Customer shall allow Royal Restoration Pro to cure or make repairs to the structure or anything affected prior to being named in or part of any lawsuit.

11. EXCUSE OF PERFORMANCE. The performance of this Agreement, except for the payment of money relating to Construction Services already performed, may be suspended by either party in the event such performance is prevented, impaired, or delayed by any cause beyond the reasonable control for such party. The party whose performance is suspended that use at reasonable efforts to resume performance promptly.

12. NO TRANSFER OF TITLE. Royal Restoration Pro shall not be deemed to have taken title to any of Customer's property.

13. CUSTOMER INDEMNIFICATION. Customer agrees to indemnify and save harmless Royal Restoration Pro and its managers, employees, agents, successors, and assigns from and against any and all liabilities, losses, penalties, fines, claims, costs and expenses incidental thereto (including costs of defense, settlement, and reasonable attorneys' fees), which any or all of them may hereafter suffer, incur, be responsible for or pay out as a result of bodily injuries (including death), property damage, contamination of or adverse affects on the environment, or any violation or alleged violation of statutes, ordinances, laws, orders, rules or regulations, to the extent caused by Customer's breach of this Agreement or by any negligent act, negligent omission or willful misconduct of Customer or its employees, agents or contractors in the performance of this Agreement.

14. WAIVER OF CONSEQUENTIAL AND PUNITIVE DAMAGES. IN NO EVENT SHALL EITHER PARTY BE RESPONSIBLE TO THE OTHER FOR CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL OR PUNITIVE DAMAGES IN CONNECTION WITH THIS AGREEMENT, WHETHER BASED IN CONTRACT, TORT, STRICT LIABILITY, STATUTE, OR OTHERWISE AND ALL SUCH CLAIMS ARE HEREBY WAIVED.

15. LIABILITY LIMITATION. The liability of Royal Restoration Pro is limited to the total invoiced amount charged by Royal Restoration Pro.

16. INSURANCE. Royal Restoration Pro shall procure and maintain throughout the term of this Agreement liability insurance covering its activities under this Agreement in at least such amount(s) as are required by applicable laws and regulations. Royal Restoration Pro shall provide a standard certificate of insurance to Customer evidencing such coverage upon request.

17. PARTIES BOUND. The parties acknowledge that they may conduct their respective business operations through other entities which they directly, or indirectly, through one or more intermediaries, control and therefore agree to cause such other entities to abide by the terms of this Agreement as if they were parties hereto to the extent necessary to carry out the purpose of this Agreement. Further, the parties shall be entitled to cause their respective obligations hereunder to be satisfied and to cause their respective benefits hereunder to be received, by such other entities. Subject to the foregoing, neither party shall assign this Agreement without the prior written consent of the other party.

18. CONFLICT IN FORMS. In the event of a conflict between the terms in this Agreement, including any addendums, amendments, and supplements thereto, and any supplemental contract documents herein contemplated, the terms set forth herein shall govern. Notwithstanding the preceding sentence, in the event of a conflict between Paragraph 3 hereof and any such supplemental contract document issued by Royal Restoration Pro, such supplemental contract document shall govern. The preprinted terms and conditions appearing on any of Customer's purchase orders or other form order documents shall be null and void.

19. MISCELLANEOUS.

a. Severability. If any portion of this Agreement is determined by a set of competent jurisdiction to be illegal, invalid, or unenforceable, the same shall not affect the legality, validity, or enforceability of the Agreement as a whole or of any portion thereof not so adjudged.

b. Notice. Any notice to be given hereunder shall be in writing (including, without limitation, by facsimile transmission) and sent to the address of the other party (in the case of the Customer its contracting address) as set forth herein or to an address subsequently designed by the other.

c. Entire Agreement. This Agreement constitutes the entire agreement of the parties relating to the subject matter hereof and supersedes all previous agreements, discussions, representations, and correspondence between the parties. It is understood and agreed that no agreement, guaranty, warranty or duty, express or implied, not expressed herein shall limit or qualify the terms of this Agreement.

d. Modification. This Agreement may only be amended in a writing signed by both parties.

e. Waiver. Any waiver by either party of any provisions or conditions of this Agreement shall not be construed or deemed to be a waiver of any other provisions or conditions of this Agreement, nor a waiver or a subsequent breach of the same provision or condition, unless the party sought to have waived has expressly so stated in writing.

f. Governing Law. This Agreement shall be governed by the laws of the state of Tennessee, without regard to conflicts of laws provisions.

g. Collection Costs, Attorneys' Fees, and Interest. In the event that Royal Restoration Pro is required to undertake collection procedures or legal action for collection of past due payment, Royal Restoration Pro shall be entitled to recover interest at 1½ % per month, collection and court costs, and reasonable attorneys' fees.

h. Jurisdiction and Venue. The parties stipulate and agree that the state of OHIO shall have jurisdiction over the parties in this Agreement and that venue and jurisdiction shall be proper in HAMILTON COUNTY

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

CUSTOMER NAME:

SERVICE LOCATION:

CUSTOMER SIGNATURE:

DATE:
