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WORK AUTHORIZATION MITIGATION SERVICES

EMERGENCY SERVICES AGREEMENT AND WORK AUTHORIZATION

Property Owner: _____

Worksite Address: _____

CONTRACTUAL TERMS AND CONDITIONS

1. **Authorization.** The Property Owner identified above (“Owner”) authorizes and directs Five Star Complete Restoration, Inc. (“Contractor”) to perform emergency services at the Worksite Address identified above (“Property”) by furnishing all necessary materials, equipment, and labor that Contractor reasonably determines is necessary to remediate, protect, and/or secure the Property from further damage (collectively, “Services”).

2. **Insurance.** Owner hereby irrevocably assigns its rights to receive payment from any insurance company (“Insurer”) providing insurance coverage for the Services. In the event an Insurer makes payment directly to Owner for the Services (“Insurance Proceeds”), Owner must hold the Insurance Proceeds in trust in the form received, as a fiduciary, for the sole and exclusive benefit of Contractor, and shall thereafter immediately deliver the Insurance Proceeds to Contractor. Owner further authorizes and directs Contractor to communicate directly with the Insurer and appoints Insurer as Owner’s agent-in-fact for purposes of agreeing with Contractor upon the nature, scope, extent, and price of the Services.

3. **Billing.** Owner agrees that it shall pay for the Services irrespective of whether its insurance claim, or any portion thereof, is denied, conditioned, or delayed. Contractor shall not be obligated to pursue collection from the Insurer prior to submitting an invoice to Owner for payment or seeking enforcement of Owner’s payment obligation. Contractor’s invoices are due upon Owner’s receipt thereof. Interest on any invoices more than thirty (30) days past due shall accrue on unpaid invoices at the rate of two percent (2%) per month until paid in full. Owner further agrees to pay all of Contractor’s costs and costs of collection, including reasonable attorneys’ fees, that Contractor incurs in enforcing any portion of this Agreement and/or collecting unpaid invoices, all without relief from valuation and appraisal laws.

4. **Estimate and Pricing.** Owner acknowledges and agrees that, due to both the emergency nature of the Services and the review and approval of the Services required from the Insurer, Contractor is incapable of providing Owner with a written estimate of the Services to be performed upon the Property prior to commencing the Services, or to provide an approximate completion date for the Services. Unless otherwise agreed with Insurer, Contractor shall determine the costs of the Services using Xactimate software or similar software reasonably determined by Contractor to be suitable for the Services being performed (“Software”). Owner acknowledges and agrees that prices determined by the Software shall be deemed conclusively reasonable.

5. **WAIVER OF WARRANTIES.** CONTRACTOR DISCLAIMS ALL EXPRESS AND IMPLIED WARRANTIES WITH RESPECT TO THE SERVICES AND/OR ALL MATERIALS USED IN CONNECTION WITH THE SERVICES, INCLUDING WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

6. **Access and Security.** Owner agrees to provide access to the Property for Contractor’s employees, agents, subcontractors, and their vehicles and equipment as required to properly perform the Services and, where applicable, to manage the water damage mitigation process. Owner will provide areas for storage of equipment, materials, and debris. Owner will provide all water, electricity and other utilities necessary for Contractor to perform the Services. Owner will take all reasonable steps necessary to secure all structures on the Property from unauthorized access. Without limiting Section 6 above, Owner shall take reasonable measures to secure any valuable Property located at the Property, and Contractor shall not be liable for any damage or theft of personal Property.

7. **WAIVER AND LIMITATION OF LIABILITY.** OWNER AGREES THAT CONTRACTOR AND CONTRACTOR'S AGENTS, EMPLOYEES, REPRESENTATIVES, INSURERS, AFFILIATES, AND OWNERS (COLLECTIVELY, "RELEASED PARTIES") SHALL NOT BE LIABLE TO OWNER, OR ANY PARTY CLAIMING BY, THROUGH OR UNDER OWNER, FOR ANY CLAIM (INCLUDING WITHOUT LIMITATION, CLAIMS FOR NEGLIGENCE OR OTHER TORTS) FOR INJURY, DEATH, PROPERTY LOSS, OR OTHER DAMAGE THAT DIRECTLY OR INDIRECTLY ARISES FROM THE SERVICES. Additionally, Owner's sole remedy for any error in performance by Contractor is that Contractor shall, upon receiving written notice, make reasonable efforts to correct any such error at no additional cost to Owner; provided, however, that Owner must deliver such written notice to Contractor within sixty (60) days of Contractor substantially completing the Services, or Owner shall be deemed to have waived this sole remedy. WITHOUT LIMITING THE GENERALTY OF THE FOREGOING, CONTRACTOR SHALL NOT BE LIABLE FOR MONETARY DAMAGES, INCLUDING WITHOUT LIMITATION ACTUAL, CONSEQUENTIAL, OR INCIDENTAL DAMAGES, ATTORNEYS' FEES, OR COSTS.

8. **Right to Suspend or Cease Services.** Contractor reserves the right to suspend or cease the Services or any portion thereof if, as determined in Contractor's sole discretion, (i) the Insurer denies coverage or there is insufficient insurance coverage; (ii) performing Services becomes impractical or impossible; or (iii) Owner breaches this Work Authorization.

9. **No Oral Modification and Survival.** This Work Authorization encompasses the entire agreement between the parties and supersedes all prior negotiations and oral communications. No promise of Contractor shall become binding upon Contractor unless it is in a writing signed by an authorized agent of Contractor. The terms and conditions of this Work Authorization shall survive the termination of this Agreement.

10. **Choice of Law.** This Agreement and the parties' performance hereunder shall be governed by and construed in accordance with Indiana law. Any claims, demands, or disputes that arise under, or are related to this Agreement and/or the Services, whether arising under tort, equity, contract, or any other legal theories or principles, shall be governed by and construed in accordance with Indiana law.

11. **Venue and Jurisdiction.** Owner consents to the jurisdiction and venue of the Marion County, Indiana Superior or Circuit Court as to any legal or equitable action that may be brought in such court by Contractor, and waives any objection based upon lack of personal jurisdiction, improper venue, or forum non conveniens with respect to any such action. Owner acknowledges and agrees that Contractor reserves the right to initiate and prosecute any action against Owner in any court of competent jurisdiction, and Owner consents to such forum as Owner may elect. EACH PARTY FURTHER WAIVES THE RIGHT TO A JURY TRIAL ON ANY CLAIMS BETWEEN THE PARTIES.

The undersigned, by his/her signature hereon, represents and warrants that (i) Owner is the owner of the Property and not a mere tenant or licensee; (ii) he/she has read and understands the terms of this Work Authorization, including without limitation the waivers of liability and limitation of remedies; and (iii) he/she is a duly authorized agent of Owner with actual authority to execute this Work Authorization.

Signature: _____

Printed Name/Title: _____

Date: _____