



WATER DAMAGE • FIRE • MOLD RESTORATION

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SERVICE AUTHORIZATION AGREEMENT

License No.# **MRSA2452**

THIS AGREEMENT is made this _____ day of _____, 20_____, by and between _____ (Service Provider), and _____ (Client(s)) for the work described herein that Service Provider will be performing on behalf of the Client(s) at the property located at _____ in _____ County, State of Florida.

The Service Provider and Client(s) agree(s) as follows:

- 1) **The Work.**
Unless otherwise specifically noted, Service Provider shall provide and pay for or provide all labor, materials, equipment, tools, construction equipment and machinery, transportation, and other facilities and services necessary for the proper execution and completion of the proposed project. The work shall be done substantially in conformance with accepted industry standards (i.e. the most recent version of the IICRC S500, where applicable).
- 2) **Contract Price.**
Client(s) agree to pay the total contract price for all labor and materials furnished and work performed by Service Provider in accordance with Xactimate standard itemized pricing and the scope of the work as decided by Service Provider. Client(s) understand that Xactimate pricing is periodically updated by the Xactimate software for the applicable zip code. Service Provider is providing a sample price sheet from Xactimate for Client(s)' reference. This price sheet is not meant to be inclusive of any and all costs associated with the specific project and is meant as an example for Client(s). Client(s) acknowledge that the final invoice amount may differ from the price sheet. Service Provider agrees to provide Client(s) with a full and final invoice either as soon as the full extent of the project becomes known to Service Provider or at the completion of the project, at Service Provider's sole discretion.
- 3) **Payments.**
Payment of the contract price in full will be due immediately upon execution of the contract. Failure to pay in accordance with the contract terms gives Service Provider the option to exercise any and all available legal remedies including, but not limited to, placing a lien on the property pursuant to Florida Statutes Chapter 713 (specifically, but not limited to, Sections 713.001-713.37).

ACCORDING TO FLORIDA'S CONSTRUCTION LIEN LAW (SECTIONS 713.001-713.37, FLORIDA STATUTES), THOSE WHO WORK ON YOUR PROPERTY OR PROVIDE MATERIALS 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 SUBCONTRACTORS, SUB-SUBCONTRACTORS, OR MATERIAL SUPPLIERS OR NEGLECTS TO MAKE OTHER LEGALLY REQUIRED PAYMENTS, THE PEOPLE WHO ARE OWED MONEY MAY LOOK TO YOUR PROPERTY FOR PAYMENT, EVEN IF YOU HAVE 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. FLORIDA'S CONSTRUCTION LIEN LAW IS COMPLEX AND IT IS RECOMMENDED THAT WHENEVER A SPECIFIC PROBLEM ARISES, YOU CONSULT AN ATTORNEY.

In the event that legal or collection proceedings must be initiated to recover any amounts due, Service Provider shall be entitled to recover the cost of collections, including, collection agencies, attorney's fees and costs, plus a finance charge of 1.5% per month applicable to all amount due.

4) Insurance.

Client(s) shall purchase and maintain their own liability insurance, including fire and casualty insurance upon the residence, to the full insurable value.

In the event Service Provider is not allowed to perform its recommended procedures and protocols for any reason beyond its control, Client(s) agree to release and hold harmless Service Provider, and indemnify Service Provider against all claims or actions that may result from such circumstances, actions, or procedures.

- 5) Supervision.** Client(s) agree that the supervision of the work performed under this Agreement is under the exclusive direction of the Service Provider, and Service Provider shall have control over means, methods, techniques, sequences and procedures and for coordinating all portions of the work. Client(s) shall not interfere with the work, nor cause additional work to be carried on without the written consent of the Service Provider.

6) Termination.

This contract is terminable upon written notice by the terminating party to the receiving party within three (3) calendar days of execution of this agreement.

7) Representations.

This Agreement constitutes the entire agreement between Client(s) and Service Provider, and supersedes all prior negotiations, representations, understandings and agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Client(s) and Service Provider. Client(s) acknowledge that Service Provider has made no guarantees, warranties, understandings, nor representations (nor have any been made by any representatives of Service Provider) that are not included in the contract documents. Client(s) acknowledge that Service Provider may be providing disinfectant and/or decontamination services to Client(s) related to COVID-19 and/or other pathogens, viruses, bacteria, germs, etc. Service Provider agrees to follow any and all EPA, CDC, and WHO recommendations and/or requirements for cleaning and disinfecting Client(s)' property. However, due to the inability to test for COVID-19 or other such viruses throughout the property, Service Provider does not promise, represent, warranty, or otherwise guarantee that the property will be entirely free of any and all pathogens, viruses, bacteria, germs, etc. Client(s) agree and understand that Service Provider is only providing disinfectant and/or decontamination services on a proactive/preventative basis according to guidelines, recommendations, and or protocols set by the EPA, CDC, and WHO. Client(s) understand that, while these services have a high rate of success and pathogen kill rate, they are not absolute or perfect in nature and the possibility exists that not all pathogens, viruses, bacteria, germs, etc. may have been addressed. Client(s) agree to fully release Service Provider for any and all liability related to or arising from Service Provider's performance of preventative disinfection, virus decontamination, and/or any other means of addressing all pathogens, viruses, bacteria, germs, etc. so long as only EPA, CDC, and WHO pre-approved measures/protocols (or more stringent measures/protocols than those recommended) were used by Service Provider in performing said services.

8) Governing Law and Assignment.

This contract will be construed, interpreted, and applied according to the law of Florida. The prevailing party in any action or proceeding to enforce this Agreement shall recover its reasonable attorney's fees and costs in that action or proceeding. This contract is assignable without the written consent of the non-assigning party. However, the obligations of Service Provider related to the services to be or actually performed shall remain with Service Provider and the obligation to pay shall remain with Client(s). All other rights under this agreement are freely assignable by the parties.

9) Effective Date and Signature.

This contract shall become effective on the day it is signed by both parties.

10) CLIENT(S) ACKNOWLEDGE RECEIPT OF THE FLORIDA CONSTRUCTION LIEN LAW WARNING ABOVE.

We the undersigned, have read, understand and agree to each of the provisions of this contract and hereby acknowledge receipt of a copy of this contract.

Claim # _____

Policy # _____

Date Service _____

Provider _____

Date of Loss _____

Client(s) _____ Date _____

