



Ozark Restoration LLC.

## **Water and Fire Damage Contract & Direct Payment Authorization**

We, \_\_\_\_\_, hereby hire and authorize the above named restoration contractor hereafter referred to as Ozark Restoration, to provide emergency mitigation and restorative restoration services for real property, personal property and contents that I own, control, or have the right and power to enter into this agreement to provide these emergency services. **I understand that the authorization for repair work is included in this agreement and will be estimated / invoiced separately by Ozark Restoration.**

In addition, I waive the right of subrogation against the company, its owners, agents, and employees and agree to defend them if suit is brought by any interested party.

I agree that the emergency and restorative services shall be considered complete when restorable structural materials have been returned to prior-loss condition.

I further agree to allow the company to remove damaged or affected materials, as necessary to achieve the goals stated above and as outlined in the written restorative plan. I understand that should I decide to decline service or follow the companies recommended procedures, estimate or restorative plan that I may ask them to stop, pay for all services previously rendered, in addition to any removal and transportation cost the company incurs as a result of this decision. I further agree to make arrangements for completion of the job without cost or penalty to the company and agree to release, defend, and hold the company harmless as a result of my decision.

We agree that \$ \_\_\_\_\_ will be the amount given for all complete repairs. We agree that \$ \_\_\_\_\_ will be the amount given for the water mitigation services. The combined amount of both estimates is \$ \_\_\_\_\_.

**I authorize and request my insurance company to make payment for these services directly to the company.** I agree to pay the insurance deductible and / or a deposit as required. It is fully understood that I am responsible for all charges not paid in full by my insurance carrier or other materially interested party and agree to pay any unpaid balance immediately upon demand or completion of the job. Any unpaid balance after 30 days will be in default and assessed a service charge of 2 % per month plus an additional 10% administration fee.

In the event of default, the company shall be entitled to recover the cost of collection including reasonable attorney fees. The company shall maintain the right to file a lien against the property as well as any and all other legal remedies allowed by law.

I have read, understand and agree with the above instruction related to the restoration of my property.

Agreed to the \_\_\_\_\_ day of \_\_\_\_\_, 2018      Time \_\_\_\_\_

Customer Name \_\_\_\_\_ Address \_\_\_\_\_

Customer (Insured) Signature

Ozark Restoration Representative Signature



Customer Name \_\_\_\_\_ Customer Signature \_\_\_\_\_

