

KING'S-QUALITY RESTORATION SERVICES LLC
P.O. BOX 1731 NEW ALBANY, IN 47151-1731
(812) 944-4347 fax (812) 944-4399

EMERGENCY WORK AGREEMENT & AUTHORIZATION

The undersigned property Owner ("Owner") authorizes **KING'S-QUALITY RESTORATION SERVICES LLC**, hereinafter referred to as "Contractor" to perform certain work and/or make repairs to Owner's property located at _____ (the "Property"), damaged by _____ ("the Loss") on or about _____, 20_____, subject to the following terms and conditions:

1. Description of Work to be performed by Contractor, to the extent known by Contractor at this time (the "Work"):
- _____ a. emergency repairs in the form of water extraction, structure and/or content drying and dehumidification to the Property in an attempt to return the Property to its equilibrium moisture content, if possible, in accordance with the Clean Trust standards; or
 - _____ b. the subject real estate will be repaired or restored to the same condition in which the real estate existed before the damage, loss, or expense occurred, or to a comparable condition; or
 - _____ c. _____

2. **Owner acknowledges that since the work to be performed is urgent in nature, the exact specifications for the Work to be performed cannot be provided to Owner at this time. Regardless, Owner hereby elects to authorize the commencement of Work under this Agreement. Owner expects that the Loss will be covered, in whole or in part, by the proceeds of an insurance policy, and as such, hereby agrees to the commencement of Work under this Agreement. Owner further agrees to be obligated for any and all Work specified and agreed upon by the carrier of said insurance.**

3. Contract Price and Application of Payments by Third Parties.
- a. Owner agrees to pay the sum of \$_____ ("Contract Price") upon the substantial completion of the Work performed by Contractor, minus any proceeds received by Contractor from any insurance company or payments from a liable third party.
 - b. Owner understands that if full payment is not received from any applicable insurance or other third party, Owner unconditionally and irrevocably guarantees to fully and promptly pay Contractor the unpaid amount upon demand.

4. Estimated Start Date:
- a. the _____ day of _____, 20_____; or
 - b. Contractor estimates that the Work will commence within _____ day(s) from the date when sufficient approval of the insurance carrier terms allowing for adequate repair or restoration is obtained.

5. Estimated Completion Date:
- a. the _____ day of _____, 20_____; or
 - b. Contractor estimates that the Work will be completed within _____ days from the date when sufficient approval of the insurance carrier terms allowing for adequate repair or restoration is obtained.

6. Contingencies that would materially change the projected completion date:_____.

7. Contractor agrees that the total cost of the Work will be in accordance with the original estimate and any supplemental estimates prepared by Contractor and approved by the adjuster for our insurance company, plus any change orders approved by Owners and Contractor.

8. Owner understands that Contractor has no connection with the Owner's insurance company or it's adjuster and that Owner alone has the authority to authorize Contractor to make said repairs. Owner also understands and agrees that Owner is solely responsible for payment of the total cost, including Contractor's fee for said repairs.

9. Assignment of Insurance Proceeds: Owner hereby authorizes its insurer _____ ("Insurance Company") to pay any and all insurance proceeds due Owner for the Loss payable under Owner's policy directly to Contractor and/or any bank or mortgage company ("Lender") named. By execution of this Agreement, Owner authorizes Insurance Company to place Contractor on any checks issued related to the Loss as an additional payee. Final payment of the total cost is due Contractor upon substantial completion of project (defined herein below). If Owner's name is included on the payment, Owner agrees to promptly endorse said payment to Contractor, for disbursement. If both Contractor and a Lender are payees on the insurance check, Contractor agrees to promptly endorse said payment to Lender for deposit into an escrow account acceptable to Contractor, for disbursement by a series of draws as follows: _____.



a.	Owner's Insurance Deductible amount: \$_____	Policy /Claim# _____
b.	Owner's Lender: _____	Phone# _____ Account # _____

10. Owner agrees that any payments not made in accordance with this agreement when due shall be considered delinquent after ten (10) days and agrees to pay interest therein to Contractor at 1 ½ % per month (or the maximum rate allowed by law) until Contractor is paid in full. It is the intent of the parties signing this agreement that Contractor be a third party beneficiary of any and all insurance contracts covering the Loss.

11. No verbal agreements are binding on Contractor. This Work Agreement & Authorization shall constitute the entire agreement between the Owner and Contractor and supersedes all prior agreements between the parties with respect to the subject matter of the agreement. Any changes to this Work Agreement & Authorization must be agreed upon in writing by both the Owner and Contractor and the Owner will be reimbursed or credited for such work in an amount equal to the Contractor's projected cost on such work.

12. Limited Power of Attorney: **Contractor is hereby appointed as Owner's Limited Attorney-in-Fact only to endorse and deposit any Insurance Company or Lender checks or drafts for payment of said Work.** This power is given in consideration of and as security for the payment of the Work to be performed by Contractor hereunder.

13. Completion of Work (*Owner Initial*): 

- a. **Owner understands and agrees that all equipment, including but not limited to, dehumidifiers, and fans set by Contractor at the worksite must remain in their respective positions and current settings unless otherwise directed.**
- b. The repairs or replacement authorized herein relate to the damages specified in the first paragraph of this Work Agreement & Authorization and do not cover pre-existing deficiencies unless specifically stated and agreed upon.
- c. All materials used in the Work will be the standard stock material, unless otherwise specifically noted, and will match existing material within reasonable tolerance as to color, texture, and design, etc. Any color or material changes will be done at extra cost to the Owner.
- d. In regards to draperies and other textiles: Contractor shall not be responsible for certain types of damages, including shrinkage, shredding, bleeding, dry rot, weakened fabric, items not cleanable, fading, water stains, manufacturer defects and other pre-existing conditions; and Owner agrees to hold Contractor harmless if such occur in the process of removing, cleaning, or re-installing draperies, curtains, sheers, upholstery materials, rugs, and carpets or carpet remnants.
- e. The Owner agrees to provide Contractor and its representative's access to the job site as required for completion of Work. Owner agrees to make available and allow the use of Owner's telephone, electric, water, and toilet and related or similar utility services to Contractor and Contractor's personnel during the course of the Work.
- f. The Contractor is not responsible for the theft, disappearance of, or damage to jewelry, art objects, silver, gold, antiques, or other personal items in or on the Owner's property and the Owner agrees to properly remove, store, or protect these items.
- g. **The failure of the Owner to make proper payment when due shall, in addition to all other rights, entitle Contractor to suspend all work at its sole discretion until payment is made, in full. The Completion Date shall be extended for a period of time equal to the period during which the work was suspended due to Owner's failure to pay.**
- h. The project is "substantially complete" when all items specified in the plans and specifications for the work have been constructed or installed. Substantial completion does not include any punch list items, repair, or cleaning of any item so constructed or installed. Contractor shall be entitled to final payment upon substantial completion of the work and prior to delivery of any contents and cleaned items. Punch list items shall not be cause for delay in final payment.
- i. Contractor shall have no responsibility or liability for additional work or services performed under any separate agreement between the Owner and Contractor's laborers or subcontractors.

14. **Breach by Owner: In the event that Owner breaches this Work Agreement & Authorization, then Contractor shall be entitled to pursue any and all remedies available to Contractor against Owner, at law or in equity, in which case Owner shall be entitled to compensation for all costs, expenses, and damages arising out of Owner's breach of this Agreement, including reasonable attorney fees, regardless of whether litigation is commenced. Additionally, failure to pay charges as they are incurred shall serve as grounds for Contractor to file a lien against Owner's property.**

15. Notice of Cancellation: Owner Initials: 

Owner may cancel this contract at any time before midnight on the third business day after you have received written notification from your insurance company that all or any part of the claim or contract is not a covered loss under the insurance policy. Owner hereby acknowledges receipt of a copy of the Notice of Cancellation form and that said notice of cancellation form contains an explanation of this right.

16. Governing Law: This Work Agreement & Authorization shall be governed by, construed and enforced in accordance with the laws of the states where the loss occurred.

17. Any provision of this which may prove invalid, void, or illegal shall in no way affect, impair or invalidate any other provision herein, and the remaining provisions shall remain in full force and effect.

The undersigned Owner(s) hereby certify that he/she/they have reviewed the foregoing Work Agreement & Authorization, understand and agree to same.

Owner's Property/Loss Address:

KING'S-QUALITY RESTORATION SERVICES LLC

Owner's Signature: Date

By: _____ Date _____

Owner's Printed Name: Date

Printed Name: _____ Date _____

Owner's Phone # Owner's Email Address