

# Professional Construction & Restoration

1850 N COURTNEY PKWY, SUITE 103  
MERRITT ISLAND, FLORIDA 32953  
NATIONWIDE 1-800-941-0119  
CGC#1506694

## SERVICE AGREEMENT

This is a service agreement whereby Professional Construction and Restoration will perform emergency services and complete repairs following damage caused by fire, smoke, sewage, water or mold to your property hereafter referred to as a loss. Remember it is your right to hire any company you choose to perform work on your property following a loss. We want to be that company. We will pay your entire insurance deductible up to one thousand dollars (\$1000.00) following a loss provided we perform the emergency services and repairs for that loss. All prices will be at Xactimate rates for your city at the time of the loss. Here is a list of the services that we will perform under this service contract;

1. We will arrive to begin emergency services within twenty four (24) hours of contacting us we are available 24 hours a day 7 days a week 365 days a year for emergency services.
2. Perform complete building repairs including drywall, painting, flooring, kitchen cabinets, vanities, baseboards and other finish carpentry, door replacement, roof replacement, replacement of bathrooms, complete kitchen replacement, replacement of trusses and sheathing, electrical work and plumbing work.
3. Perform emergency services to include; drying buildings following a water or fire loss, smoke removal, removal of damaged building materials, water extraction, sewage removal from buildings, mold removal and containment, temporary board-ups, temporary roofs and placement of equipment used for drying, smoke removal and mold removal.
4. Evaluate all property damage following a loss and provide repair estimates and emergency service invoices at no additional charge.
5. Direct insurance billing for your loss on a Xactimate format and submission of that invoice to your insurance company for the emergency services and repairs to help expedite payment of a claim.
6. Project managers available to oversee the reconstruction process and meet with insurance adjusters to determine scope of work and amount of damage.
7. In the event that your loss is a smaller job less then one thousand two hundred and fifty (\$1250.00) we will charge a two hundred and fifty dollar (\$250.00) minimum service charge and perform all the work at no additional charge.

## COST

The cost for our program is a one time thirty-nine dollars and ninety-nine cents (\$39.99) administrative fee and then a charge of ten dollars (\$10.00) per month. To be collected annually at a total amount of one hundred and fifty-nine dollars and ninety-nine cents (\$159.99) for the first year and then one hundred and twenty dollars per year (\$120.00) for renewals. Terms and conditions are listed on the back of this page. By signing this contract you agree to the terms and conditions of this contract and have read and understand the contract.

Andrew L. Propst, President

\_\_\_\_\_  
Property Owner or Registered Agent  
(Printed name)

\_\_\_\_\_  
Agent or Sales Rep  
(Printed name)

\_\_\_\_\_  
Property Owner or Registered Agent  
(Signature)

\_\_\_\_\_  
Agent or Sales Rep  
(Signature)

## TERMS AND CONDITIONS

1. This contract does not cover the additional costs involved in remodeling a property it only applies to the repairs involved in replacing the existing damaged building materials with like kind and quality any upgrades or additional work can be performed at an additional fee.
2. All emergency services equipment must remain in place a minimum of three days in accordance with IICRC standards. Also enough equipment must be placed on site to properly dry a building, remove smoke from the air or to properly remove mold spores according to the type of damage.
3. In order to receive the (\$1000.00) one thousand dollar discount we must perform both the emergency services and the complete repairs following a loss. If we do not perform both services there will not be a discount. In no event can the property owner hire another company to perform the work and then receive the (\$1000.00) dollar discount form Professional Construction & Restoration.
4. You are in no way obligated to use our company following a loss and are free to choose any company that you want to perform emergency services and repairs following a loss.
5. Professional Construction and Restoration reserve's the right to sub-contract all of or a portion of the work.
6. This contract will take effect thirty days after receipt of payment and receipt of signed contract.
7. The term of this agreement shall be twelve (12) months and will automatically be renewed for a successive twelve (12) month term without further action by the parties unless a certified letter is received within thirty (30) calendar days of renewal during any monthly billing cycle.
8. If this agreement is cancelled by the customer upon (30) days written notice to terminate, a refund for the remaining term may be issued on a pro-rated basis with a deduction made for completed term and administrative costs at no time will the initial administrative fee be refunded.
9. Professional Construction and Restoration reserve's the right to cancel this contract at any time.
10. This agreement does not cover necessary code upgrades for new building codes for existing buildings if additional work is required to bring your property up to code it can be performed at additional costs.
11. Professional Construction & Restoration shall not be held responsible for your contents and personal belongings. This contract in no way obligates us to mitigate damage to your contents we are being hired to perform repairs to your property.
12. Professional Construction & Restoration shall not be held responsible for your lodging or loss of use while property is under construction or having emergency services performed.
13. We will not begin repairs until emergency services have been paid in full and we have received an initial payment of the draw schedule for repairs. Draw schedule for repairs is as follows in the event that the total loss is less then (\$10,000.00) ten thousand dollars then 90% (ninety) is due before any repairs will be started. The remaining (10%) ten percent shall be due on completion. In the event that repairs and emergency services are (\$10,000.01) ten thousand dollars and one cent or more then progress payments will be as follows (50%) fifty percent of the total repair price is due initially. Then at completion of 1/2 of the work an additional (25%) twenty-five percent of the total repair price is due at completion of 3/4 of the work an additional (15%) fifteen percent of the total repair price is due. At substantial completion the remaining (10%) ten percent of the repair price will be due. An amount of (\$500.00) five hundred dollars or (10%) ten percent which ever is less shall be retained by property owner until completion of a punch sheet.
14. This is not an insurance policy it is an agreement by our company to lower our rates on emergency services and repairs following a loss in exchange for a billing cycle.
15. This agreement does not include damage caused by terrorism, nuclear attack or acts of god.
16. This offer can not be combined with any other discounts or coupons which may be offered from time to time by Professional Construction & Restoration.
17. The promise to pay in accordance with the contract constitutes an independent covenant as to other promises made herein and shall be applicable and enforceable regardless of any claim with respect to breach of this contract or any offset or surcharge or any other claim against Professional Construction & Restoration.
18. Professional Construction & Restorations shall not be held responsible for delays that are beyond its control including but not limited to unavailability of construction materials, acts of god, loss of power, terrorism or unavailability of workers.
19. This Agreement shall be governed by the laws of Florida without regard to its choice of law rules. Any litigation in connection here with shall be brought, consistent with law, in the state or federal courts of Florida in Brevard County and the middle district of Florida only and both parties hereby consent to such courts' exercise of personal jurisdiction over them and to the venue therein. The prevailing party to any such litigation shall be entitled to recover its reasonable attorney's fees, interest and costs of litigation.
20. This contract constitutes the entire agreement between the parties as to the subject matter hereof, and there are no agreements, understandings, restrictions, warranties, or representations between the two parties other then those set forth or provided in this contract.
21. In the event that a portion of this contract is found to be unenforceable under the law the remainder of this contract shall remain in effect.

Initial: \_\_\_\_\_

# Information Input Sheet

Information requested here is required to complete this application.

Purchaser's Name: \_\_\_\_\_  
Date purchased: \_\_\_\_\_ PayPal receipt Number: \_\_\_\_\_

## Property Information:

Owners Name: \_\_\_\_\_  
Street Address; \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
Phone Number: \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_ Cell phone: \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_

Property Address: \_\_\_\_\_  
Street Address; \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Insurance Carrier: \_\_\_\_\_  
Policy Number: \_\_\_\_\_  
Street Address; \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
Phone Number: \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_ Cell phone: \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_  
Agent's name: \_\_\_\_\_ Phone Number: \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_

Mail or fax this completed and signed application along with your PayPal receipt number to:

## Professional Construction & Restoration

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MERRITT ISLAND, FLORIDA 32953

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Fax 1-321-459-9339

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