

PLEASE READ CAREFULLY.
IF YOU HAVE ANY QUESTIONS,
PLEASE CALL:
1(888) EZ1-CLAIM | (888) 391-2524



Customer Name: _____ Claim #: _____

Address: _____

City: _____ State: _____ Zip: _____ Contact Phone: _____

To: _____
(Insurance Company Name)

Emergency Services Work Authorization

The undersigned Customer authorizes the Service Company identified below to perform any and all necessary cleaning and/or restoration services on Customer's property located at the address listed above, and with respect to any contents that may need to be cleaned at an offsite location, to pack-out and clean such items as needed.

Customer authorizes the Insurance Company named above to pay Certified Mitigation Network solely and directly for that portion of the work covered by Customer's insurance policy. In order to expedite payment to Certified Mitigation Network, Customer hereby appoints TradePRO Group, LLC dba Certified Mitigation Network to act as Power of Attorney in fact, authorizing Certified Mitigation Network to accept on Customers behalf any and all checks or drafts, and to endorse all such checks or drafts for deposit to Certified Mitigation Network's account for services rendered. If, for any reason, Customer receives a check from Insurance Company, Customer agrees to pay or otherwise negotiate to Certified Mitigation Network immediately upon receipt of the check.

Customer understands that the deductible amount is \$ _____ and agrees to pay that amount directly to Service Company. It is fully understood that Customer is personally responsible for any and all deductibles and/or any costs not covered by insurance. Interest and finance charges will be charged at the maximum allowable by law, or at 1.5% per month, whichever is less, on accounts over thirty (30) days past due.

Customer understands and agrees that Service Company is working for the Customer and not Customer's Insurance company or agent/adjuster.

Property Owner _____

& Contact Info: _____

My signature below indicates my agreement that the Service Company named above is authorized to perform emergency services on my property and that I have read and agree to the Terms and Conditions of Service (on next page of form).

Customer Signature

Service Company Signature

Customer Printed Name

Service Company Legal Name

Date

DBA (if applicable)

Email Address

Date

Terms and Conditions of Service
PLEASE READ CAREFULLY

Note: This Contract includes a limitation of liability and limitation of remedies.

1. The named company on the front of this Contract (the "Service Company") is an independent contractor who agrees to perform the services identified on the front of this Contract (the "Services"). The named customer on the front of this Contract (the "Customer") agrees to purchase, receive, and pay for the Services pursuant to the terms and conditions of this Contract. TradePRO Group, LLC dba Certified Mitigation Network is not a party to any agreement with Customer, is not guarantor of the Service Company Services, and is not subject to liability arising out of such Services.
2. Service Company's performance of the Services is limited by, among other things, the pre-existing conditions and characteristics of the premises, material, fabrics, furniture, and/or other items. SERVICE COMPANY EXPRESSLY DISCLAIMS ANY RESPONSIBILITY OR LIABILITY FOR ANY PRE-EXISTING CONDITIONS. Customer shall retain responsibility and shall be liable for all effects of and costs necessary to correct such conditions, including, by way of example and not limitation, the conditions identified below:
 - a) Service Company may, in its sole discretion, pre-test materials for removability of spots or stains; dye or color fastness; shrinkage; fading; adhesive breakdown; or other problems. It is not always possible to determine these conditions in advance. SERVICE COMPANY DOES NOT GUARANTEE SPOT OR STAIN REMOVAL AND COLOR FASTNESS OR PREVENTION OF SHRINKAGE, FADING, OR ADHESIVE BREAKDOWN.
 - b) Service Company DOES NOT GUARANTEE that wall and ceiling cleaning will restore the original color to painted surface.
 - c) Not all fabrics are conducive to cleaning. Service Company shall use reasonable efforts to advise Customer of any adverse effects which may be reasonably foreseen due to the nature of the fabric or material involved. SERVICE COMPANY DOES NOT GUARANTEE THAT SUCH MATERIALS CAN BE CLEANED OR THAT THERE WILL BE NO ADVERSE EFFECTS FROM ANY ATTEMPT TO CLEAN SUCH FABRICS.
 - d) A variety of materials are used in the manufacturing, upholstery and/or installation process. These materials include backing, lining, tacks, or other unknown substances that may cause discoloration or other adverse effects to the face material. Customer acknowledges that it is impossible to determine when such adverse effects may occur and SERVICE COMPANY DOES NOT GUARANTEE AGAINST SUCH ADVERSE EFFECTS.
 - e) Customer acknowledges and agrees that mold is commonly found throughout the environment and that it is impossible to eradicate mold. SERVICE COMPANY DOES NOT GUARANTEE THE REMOVAL OR ERADICATION OF MOLD.
 - f) Customer acknowledges and agrees that limited photographs or video of the damage and cause may be made solely for work process and insurance claims purposes.
3. **SERVICE COMPANY SPECIFICALLY DISCLAIMS ANY AND ALL OTHER WARRANTIES AND ALL IMPLIED WARRANTIES (EITHER IN FACT OR BY OPERATION OF LAW) INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE OR ANY IMPLIED WARRANTY ARISING OUT OF A COURSE OF DEALING, CUSTOM OR USAGE OF TRADE. THIS CONTRACT PROVIDES FOR THE PROVISION OF SERVICES AND DOES NOT PROVIDE FOR A SALE OF GOODS.**
4. **Limitation of Liability: IN NO EVENT SHALL SERVICE COMPANY, ITS OWNERS, ANY OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, OR AFFILIATES BE RESPONSIBLE FOR INDIRECT, SPECIAL, NOMINAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL LOSSES OR DAMAGES, OR FOR ANY PENALTIES, REGARDLESS OF THE LEGAL OR EQUITABLE THEORY ASSERTED, INCLUDING CONTRACT, NEGLIGENCE, WARRANTY, STRICT LIABILITY, STATUTE OR OTHERWISE, EVEN IF IT HAD BEEN AWARE OF THE POSSIBILITY OF SUCH DAMAGES OR THEY ARE FORSEEABLE; OR FOR CLAIMS BY A THIRD PARTY. THE MAXIMUM AGGREGATE LIABILITY SHALL NOT EXCEED THREE TIMES THE AMOUNT PAID BY CUSTOMER FOR THE SERVICES OR ACTUAL PROVEN DAMAGES, WHICHEVER IS LESS. IT IS EXPRESSLY AGREED THAT CUSTOMER'S REMEDY EXPRESSED HEREIN IS CUSTOMER'S EXCLUSIVE REMEDY. THE LIMITATIONS SET FORTH HEREIN SHALL APPLY EVEN IF ANY OTHER REMEDIES FAIL OF THEIR ESSENTIAL PURPOSE. Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above may not apply to you.**
5. Should Service Company bring legal action to collect monies due under the Contract or should the matter be turned over for collection, Service Company shall be entitled, to the fullest extent permitted under law, to reasonable legal fees and costs of any such collection attempt, in addition to any other amounts owed by Customer. This attorney fee provision shall not be effective or enforceable in jurisdictions where attorney fee provisions are made reciprocal or invalid by operation of law. Consent is hereby given for filing of mechanic's liens by Service Company for the work described in this contract on the property on which the work is performed if Service Company is not paid.
6. Any labor, materials or other work beyond that identified in this Contract shall require a written amendment to this Contract and will result in additional charges.
7. Any claim by Customer for faulty performance, for nonperformance or breach under this Contract for damages shall be made in writing to Service Company within sixty (60) days after completion of services. Failure to make such a written claim for any matter which could have been corrected by Service Company shall be deemed a waiver by Customer. **NO ACTION, REGARDLESS OF FORM, RELATING TO THE SUBJECT MATTER OF THIS CONTRACT MAY BE BROUGHT MORE THAN ONE (1) YEAR AFTER THE CLAIMING PARTY KNEW OR SHOULD HAVE KNOWN OF THE CAUSE OF ACTION.**
8. A failure of either party to exercise any right provided for herein shall not be deemed to be a waiver of any right hereunder.
9. CUSTOMER AND SERVICE COMPANY EACH WAIVE THEIR RESPECTIVE RIGHTS TO A TRIAL BY JURY WITH RESPECT TO ANY AND ALL CLAIMS OR CAUSES OF ACTION (INCLUDING COUNTERCLAIMS) RELATED TO OR ARISING OUT OF OR IN ANY WAY CONNECTED TO THIS CONTRACT AND AGREEMENT. ANY CLAIM OR CAUSE OF ACTION WILL BE TRIED BY A COURT TRIAL WITHOUT A JURY.
10. If any provision of this Contract is found to be ineffective, unenforceable or illegal for any reason under present or future laws, such provision shall be fully severable, and this Contract shall be construed and enforced as if such provision never comprised a part of this Contract. The remaining provisions of this Contract shall remain in full force and effect and shall not be affected by the ineffective, unenforceable or illegal provision or by its severance from this Contract.
11. No modification, termination, or attempted waiver of this Contract shall be valid unless in writing and signed by both parties.