

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)

Post Emergency Repairs Authorization Form

The undersigned Customer authorizes the Service Company identified below to perform any and all necessary repairs and related services on Customer's property located at the address listed above. The total cost of work will be in accordance with the original estimate and any supplemental estimates prepared by Service Company and approved by the Insurance Company.

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. If, for any reason, a Mortgage Company is a named payee on a check or draft, Customer authorizes Mortgage Company to pay Certified Mitigation Network solely and directly.

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 the necessary repairs and related 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. 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.
3. All materials used will be standard stock materials, unless otherwise specified, and will match existing materials based on availability, within reasonable tolerances to color, texture, design, etc. All work will meet or exceed the "Residential Construction Performance Guidelines" as published by the National Association of Home Builders ("NBHB"). Customer agrees to use this manual as a guideline to resolve work quality disputes.
4. The Service Company warrants all workmanship, excluding roof repairs, covered by the agreement for a period of three (3) years from the date of this agreement and thereafter expires. Warranty work performed by the Contractor does not extend the warranty. The warranty is void if a) Payment is not made as to terms of this agreement; or b) if a person or firm other than this Service Company performs or re-performs any work within the scope of this Agreement.
5. **Roof Repair Warranties:** The Service Company's warranty on roofing is as follows:
 - a) Complete Roof Replacement – all workmanship for a period of three (3) years from the date of this agreement.
 - b) Entire Slope Repair – all workmanship for a period of one (1) year from date of this agreement
 - c) Less Than One Entire Slope – any roof repairs less than one (1) entire slope are not warranted due to the nature of repairs.
 - d) All warranties are null and void if damages are due to acts of nature, natural structural movement, or installation or other modification of equipment on roof
6. Warranty work will not be paid by Service Company when performed by others unless agreed upon in advance.
7. All manufactured or consumer products such as roofing materials, appliances, hardware, windows, heating and mechanical systems, fixtures, etc, are warranted pursuant to the manufacturer's warranty and are not separately warranted by Service Company. If these materials fail, the cost to re-install is the responsibility of the Customer.
8. The liability of the Service Company is limited to the specific items set forth in this agreement and does not extend to the following: a) damage from normal settling or shrinkage of the improvements within tolerances of building standards; b) damage resulting from any future leaks from roof repairs; and c) any cracks, damage or result to Customer's driveway that may result in the usage of a trash dumpster or other similar equipment, if required.
9. Regarding draperies, carpet, rugs and other textiles: Service Company cannot be held responsible for certain types of damages including shrinkage, shredding, bleeding, dry rot, weakened fabrics, fading, water stains, manufacturer defects and other such pre-existing conditions. Customer agreed to hold Service Company harmless if such occur in the process of removing, cleaning or reinstalling such items.
10. Service Company is not responsible for the theft, disappearance of or damage to jewelry, art objects, silver, gold, antiques or personal items unless these items are removed and inventoried by Service Company personnel and stored in Service Company facilities. Stored items will be returned after payment in full, unless other arrangements are made. Any lost or damaged items deemed to be Service Company's responsibility will be replaced at the actual cash value of the item.
11. **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.**
12. **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.
13. Customer understands and acknowledges that persons or companies furnishing labor or materials for the improvement of real property may enforce a lien upon the improved property if they are not paid for their contributions, even if the parties have no direct contractual relationship with the owner. Service Company may provide one or more documents as required by law in order to meet the specific lien placement requirements. Pre-lien and lien notifications, applicability, and filing requirements vary by state. Refer to your state Contractor Licensing Board or equivalent authority for specific requirements in your state.
14. 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.
15. 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.
16. 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.**
17. A failure of either party to exercise any right provided for herein shall not be deemed to be a waiver of any right hereunder.
18. **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.**
19. 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.
20. No modification, termination, or attempted waiver of this Contract shall be valid unless in writing and signed by both parties.