



OHIO EMERGENCY WORK AUTHORIZATION CONTRACT

Name of 1-800 WATER DAMAGE Representative:
Owner's Name:
Business/Tenant's Name:
Job Address:
City: State Zip
Billing Address:
City: State Zip
Tel: Alt. Tel:
E-mail:
Insurance Carrier: Agent:
Policy #: Claim #:

after "clearance" is obtained from an environmental consultant or due to un-remediated pre-existing conditions. (c) performing mold remediation not specifically described and included in an approved scope of work. OWNER DIRECTS 1-800 WATER DAMAGE TO COMPLETE THE SERVICES AUTHORIZED BY OWNER AND, TO THE FULLEST EXTENT PERMITTED BY LAW, OWNER, ITS AGENTS, REPRESENTATIVES AND ANY PERSON(S) CLAIMING UNDER OR THROUGH OWNER (INCLUDING, BUT NOT LIMITED TO, PERSONS RESIDING AT THE PROPERTY), RELEASE AND SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS 1-800 WATER DAMAGE, ITS OWNERS, SUBSIDIARIES, AFFILIATES, AGENTS, EMPLOYEES, SUBCONTRACTORS, SUCCESSORS AND ASSIGNS ("RELEASED PARTIES") FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, DAMAGES, LOSSES, CAUSES OF ACTION, EXPENSES (INCLUDING ATTORNEYS' FEES) OR SUITS OF ANY KIND OR NATURE, UNLESS DIRECTLY ARISING OUT OF NEGLIGENCE, INTENTIONAL ACT OR OMISSION OF A RELEASED PARTY. OWNER FURTHER AGREES TO DEFEND, INDEMNIFY AND HOLD HARMLESS 1-800 WATER DAMAGE AGAINST, ALL CLAIMS, DAMAGES, LIABILITIES AND COSTS (INCLUDING REASONABLE ATTORNEY FEES) IN CONNECTION WITH THE PRESENCE, DISCOVERY, OR FAILURE TO DISCOVER, REMOVE, REMEDIATE OR CLEAN-UP ENVIRONMENTAL OR BIOLOGICAL HAZARDS (E.G., MOLD, FUNGUS, ASBESTOS, AND HAZARDOUS WASTE) UNLESS COVERED BY OWNER'S INSURANCE POLICY AND DESCRIBED IN AN APPROVED SCOPE OF WORK.

Owner owns, leases, or controls the above property ("Property") and/or has the right to enter into this Emergency Work Authorization Contract ("Contract") with 1-800 WATER DAMAGE d/b/a 1-800 WATER DAMAGE of Bowling Green/Toledo. Owner authorizes 1-800 WATER DAMAGE to provide all labor, equipment, and materials to repair the Property.

1. EMERGENCY SERVICES. Emergency Services may include securing the Property, erecting safety barriers, initiating emergency structural repairs, conducting safety inspections, securing and sealing the property from the elements, providing temporary power, implementing water extraction, dehumidification, corrosion control, smoke removal, deodorization/cleaning/storage of personal property, clean-up and disposal, and demolition services.

THERE ARE NO EXPRESSED OR IMPLIED WARRANTIES FOR EMERGENCY SERVICES.

2. PRICING. (1) The price of Emergency Services shall be based on the rate schedule for the State of Ohio or the National Pricing Schedule for Work performed in the State of Ohio (see attached). (2) If required by Owner's insurance company, the cost of Emergency Services, materials, equipment, and supplies may be calculated by a scope of work generated by a computer software program (e.g., Xactimate®). 1-800 WATER DAMAGE shall be paid the amount calculated by the computer software program and agreed upon by 1-800 WATER DAMAGE and Owner's insurance company.

3. PAYMENT. (a) Owner will pay 1-800 WATER DAMAGE the amount of any insurance deductible immediately upon 1-800 WATER DAMAGE's commencement of work. (b) Unless the parties otherwise agree to a different progress payment schedule, Owner shall pay Contractor upon receipt of invoice. (c) Contractor's payment will not be affected by disputes between the Owner and its insurer or dependent upon the insurer's payment or approval of Contractor's invoices or charges. (d) Owner is responsible for all work and materials not paid by Owner's insurance company (including, but not limited to: code-upgrade work, insurance depreciation value, remodeling, appliance upgrades, extra work, any change orders, and supplements not covered by insurance, etc.). (e) Interest on any unpaid balance shall be charged at the rate of 1.5% per month. (f) If payment is not timely made on submitted invoices, 1-800 WATER DAMAGE may suspend its performance under this Contract and/or terminate this Contract for cause in accordance with Section 9.

4. 1-800 WATER DAMAGE REPRESENTATIONS. 1-800 WATER DAMAGE will: (a) maintain policies of insurance sufficient to cover the scope of work; (b) perform the work in a workmanlike manner and comply with local safety standards, local building codes, building permits and zoning ordinances; (c) provide Owner with a non-transferable, one-year limited warranty upon final completion of the work [Note: 1-800 WATER DAMAGE agrees to increase the non-transferable, limited warranty if required by Owner's insurance carrier or third party administrator].

5. START AND END DATES. (a) This Contract will start on or about _____. 1-800 WATER DAMAGE estimates that it will substantially complete the work on or about _____. The start date may be delayed if the work requires 1-800 WATER DAMAGE to obtain building permits. (b) 1-800 WATER DAMAGE shall not be liable for any failure or delay in the performance of its obligations under this Contract for the period that such failure or delay is beyond its control.

6. ASSIGNMENT AND AUTHORIZATION. (a) Owner assigns to 1-800 WATER DAMAGE Owner's right, title, and interest to any insurance proceeds, checks, or drafts for work and materials furnished by 1-800 WATER DAMAGE. (b) Owner authorizes its insurance carrier to name 1-800 WATER DAMAGE as sole payee on all insurance checks or drafts for all insurance work and materials furnished by 1-800 WATER DAMAGE. (c) Owner shall endorse and tender to 1-800 WATER DAMAGE all checks or drafts from the Owner's insurance carrier or mortgage company for 1-800 WATER DAMAGE's work. (d) Owner shall obtain the endorsement of Owner's insurance or mortgage company if either is named as a payee on any check or draft for any portion of 1-800 WATER DAMAGE's work. (e) Owner agrees that the work and its price will be discussed between 1-800 WATER DAMAGE and Owner's insurance company. Owner expressly authorizes Owner's insurance company to act as agent on Owner's behalf.

7. RELEASES. Owner releases 1-800 WATER DAMAGE from: (a) work limitations or policy defenses imposed by Owner's insurer and for work not performed due to the refusal of Owner's insurance company to pay for it. (b) claims caused by any environmental consultant for regrowth

8. VALUABLE PERSONAL PROPERTY. Owner is responsible for removing and declaring, in writing, Owner's personal property from the Property before 1-800 WATER DAMAGE begins any work at the Property. Owner waives any content damage or theft claims against 1-800 WATER DAMAGE for any property not removed by Owner.

9 EXCESS COSTS. IF AT ANY TIME A HOME CONSTRUCTION SERVICE REQUIRES EXTRA COSTS ABOVE THE COST SPECIFIED OR ESTIMATED IN THE CONTRACT THAT WERE REASONABLY UNFORESEEN, BUT NECESSARY, AND THE TOTAL OF ALL EXTRA COSTS TO DATE EXCEEDS FIVE THOUSAND DOLLARS OVER THE COURSE OF THE ENTIRE HOME CONSTRUCTION CONTRACT, YOU HAVE A RIGHT TO AN ESTIMATE OF THOSE EXCESS COSTS BEFORE THE HOME CONSTRUCTION SERVICE SUPPLIER BEGINS WORK RELATED TO THOSE COSTS. INITIAL YOUR CHOICE OF THE TYPE OF ESTIMATE YOU REQUIRE: _____ Written _____ Oral

10. GENERAL CONDITIONS. (a) Notice to Owner is complete upon sending by email, facsimile, overnight delivery, or first class mail to the billing address, email address, or facsimile number provided by Owner. (b) 1-800 WATER DAMAGE may terminate this Contract without cause and without penalty upon notice to Owner. 1-800 WATER DAMAGE may terminate this Contract for cause if: (i) Owner materially breaches its obligations under this Contract or any mortgage or other security instrument against the Property; (ii) Owner fails to give reasonable assurance of payment upon 1-800 WATER DAMAGE's request; (iii) Owner is in voluntary or involuntary bankruptcy; or (iv) foreclosure proceedings are instituted against the Property. In the event of termination by 1-800 WATER DAMAGE, Owner shall be responsible for payment for all Services performed up to date of such termination plus any incidental, direct, or actual costs incurred by 1-800 WATER DAMAGE. (c) 1-800 WATER DAMAGE is not responsible for any chemical sensitivities of Owner, tenant, occupant, or invitee. (d) In the event Owner terminates the Services authorized by this Contract before they are complete, Owner expressly assumes the risk of, and accepts full responsibility for, the resulting condition of or damage to the Property.

11. IN GENERAL. (a) A party's failure to or delay in exercising any right, power, or privilege under this Contract shall not operate as a waiver. (b) Any provision of this Contract that imposes an obligation after termination or expiration of the Contract shall survive termination or expiration of this Contract. (c) The invalidity or unenforceability of any provision of this Contract shall not affect the validity or enforceability of any other provision of the Agreement. (d) Except where expressly stated in this Contract, Owner may not assign the Contract or any right or obligation of this Contract without prior written consent of 1-800 WATER DAMAGE. (e) This Contract, together with the documents referred to in this Contract, constitutes the entire agreement between the parties with respect to the subject matter and supersedes all prior agreements, representations, and understandings of the parties, written or oral.

OWNER HAS THE RIGHT TO CANCEL THIS TRANSACTION AT ANY TIME BEFORE MIDNIGHT OF THE THIRD (3rd) BUSINESS DAY AFTER THE DATE OF THIS TRANSACTION. SEE THE ATTACHED NOTICE OF CANCELLATION. THE RIGHT OF CANCELLATION IS WAIVED IN EMERGENCY SITUATIONS IN ACCORDANCE WITH THE ATTACHED WAIVER OF RIGHT OF CANCELLATION. THIS RIGHT TO CANCEL APPLIES ONLY TO RESIDENTIAL TRANSACTIONS.

Insured Owner or Authorized Representative _____ Date _____
Print Name: _____
Insured Owner or Authorized Representative _____ Date _____
Print Name: _____
1-800 WATER DAMAGE Representative _____ Date _____
Print Name: _____

NOTICE OF CANCELLATION

Date of Transaction

You may CANCEL this transaction, without penalty or obligation, within THREE BUSINESS DAYS from the above date.

If you cancel, any property traded in, any payments made by you under the contract or sale, and any negotiable instrument executed by you will be returned within TEN BUSINESS DAYS following the receipt by 1-800 WATER DAMAGE of your signed cancellation notice, and any security interest arising out of the transaction will be canceled.

If you cancel, you must make available to the seller at your residence, in substantially as good condition as when received, any goods delivered to you under this contract or sale; or you may, if you wish, comply with the instructions of the seller regarding the return shipment of the goods at the seller's expense and risk.

If you do make the goods available to the seller and the seller does not pick them up within 20 days of the date of your Notice of Cancellation, you may retain or dispose of the goods without any further obligation. If you fail to make the goods available to the seller or if you agree to return the goods to the seller and fail to do so, then you remain liable for performance of all obligations under the contract.

To cancel this transaction, mail or deliver a signed and dated copy of this cancellation notice or any other written notice, or send a telegram to the appropriate 1-800 WATER DAMAGE office, as written below, NOT LATER THAN MIDNIGHT OF: _____, 20_____.

I HEREBY CANCEL THIS TRANSACTION.

Date Buyer / Owner

WAIVER OF RIGHT TO CANCEL
(EMERGENCY SERVICES)

Owner(s) hereby authorizes 1-800 WATER DAMAGE without delay to effect repairs on an Emergency Basis. As this is an emergency repair on real property, Owner(s) waive the right to cancel this transaction within 3 business days.

BRIEF DESCRIPTION IN OWNER'S HANDWRITING DESCRIBING SITUATION REQUIRING IMMEDIATE WORK:

WAIVER (to be read and copied by each Owner):

"I expressly acknowledge and waive the right to cancel the sale within three business days."

OWNER 1 TO HANDWRITE ABOVE PHRASE HERE: _____

Signature: _____ Date: _____

OWNER 2 TO HANDWRITE ABOVE PHRASE HERE: _____

Signature: _____ Date: _____