



WORK AUTHORIZATION AND DIRECT PAYMENT AGREEMENT

INSURANCE	ADJUSTER
INSURED/OWNER	PHONE/FAX
JOB SITE	CLAIM #
	DEDUCTIBLE #
Email	LOSS DATE
HOME TEL #	RENTER
WORK TEL #	RENTER TEL #

We the above named insured, authorized SuperDry San Diego, Inc. to proceed with its recommended services to protect, preserve, restore and secure the property from further damage located at the above address.

We agree to allow access to the jobsite between the hours of 7:30am to 4:00pm Monday through Friday. After hours and weekends are not included in this contract unless listed below.

WE AUTHORIZE THE ABOVE NAMED INSURANCE COMPANY TO PAY ALL PROCEEDS PAYBLE UNDER OUR POLICY DIRECTLY TO SUPERDRY SAN DIEGO, INC. FOR ANY CHARGES INCURRED AS A RESULT OF THIS WATER DAMAGE LOSS. IF PAYMENT CANNOT BE MADE DIRECTLY, I FURTHER AUTHORIZE MY INSURANCE COMPANY TO INCLUDE THE NAME OF SUPERDRY SAN DIEGO, INC. ON ANY PAYMENT ISSUED FOR THIS CLAIM.

IT IS FULLY UNDERSTOOD THAT THE ABOVE NAMED INSURED IS PERSONALLY RESPONSIBLE FOR ANY AND ALL DEDUCTIBLES, DEPRECIATION OR ANY CHARGES NOT COVERED BY THE INSURANCE CARRIER. THESE CHARGES ARE THE SOLE RESPONSIBILITY OF THE ABOVE NAMED INSURED AND ARE TO BE PAID UPON COMPLETION OF SERVICES. A FINANCE CHARGE OF 2% PER MONTH WILL BE APPLIED TO ANY UNPAID BALANCE AFTER 30 DAYS. The liability of SuperDry San Diego, Inc. is expressly limited to the total amount of services authorized herein and in no event shall SuperDry San Diego, Inc. its agent or assignees be liable for consequential damages of any kind in the event that any legal proceedings must be initiated to recover the amount due SuperDry San Diego, Inc. SuperDry San Diego, Inc. shall be entitled to recover the cost of collection including reasonable attorney's fees.

Chemical Use Notice: In attempting to restore your property that has been damaged by water, SuperDry San Diego will at times use mildcide deodorants and/or cleaning agents on the premises as needed. I agree that the affected areas should be treated with these products as part of the restoraiton process. I understand that it is beyond the expertise of SuperDry San Diego to determine if anyone in this structure may be sensitive to these products and I will hold SuperDry San Diego harmless and free of liability for their use. The insured or agent is responsible for any loss or theft of equipment left at the water damaged location. SuperDry San Diego cannot guarantee satisfaction of buyer at close of escrow, insured agent seller will agree to hold SuperDry San Diego, Inc. harmless and free of liability in loss of sale occurs. The provisions set forth on the reverse side of this page are part of this proposal and contract.

As named insured of the above policy, agree to the above terms and conditions.

X		Date
Visa/MC#	CVC Code	Exp Date
X		Amount \$

Flood - Fire - Mold



No.: SA- _____

Date: _____, _____

TERMS AND CONDITIONS

Customer(s): _____ **Property Address:** _____

1. Release for Third Party Professionals; Indemnity: If the property has sustained significant water damage, Customer is advised to retain the services of independent environmental consultant to inspect, and if appropriate, prepare remedial protocols. Customer shall indemnify and hold Contractor harmless for injury or damage arising from or related to: (a) Customer's failure to hire environmental consultants or design professionals; or (b) the errors or omissions of any such third party professional.

2. Personal Liability: Payment to Contractor is not contingent upon Contractor's invoice being fully or partially approved by Customer's insurance company. All charges shall be invoiced directly to Customer. Contractor will submit a copy of the invoice to Customer's insurance carrier(s) **as a courtesy only**. Customer has been informed of, and agrees: a) Customer is personally responsible for any and all deductible(s), depreciation, and charges not paid by insurance; and b) Invoices not paid by insurance are due within fifteen (15) days of the invoice date.

3. Down Payment and Schedule of Progress Payments: **The schedule of progress payments must specifically describe each phase of work, including the type and amount of work or services scheduled to be supplied in each phase, along with the amount of each proposed progress payment. IT IS AGAINST CALIFORNIA LAW FOR A CONTRACTOR TO COLLECT PAYMENT FOR WORK NOT YET COMPLETED ON A RESIDENTIAL PROJECT, OR FOR MATERIALS NOT YET DELIVERED. HOWEVER, A CONTRACTOR MAY REQUIRE A DOWN PAYMENT. THE DOWN PAYMENT FOR A CALIFORNIA HOME IMPROVEMENT PROJECT MAY NOT EXCEED \$1,000 OR 10% OF THE CONTRACT PRICE, WHICHEVER IS LESS.**

Description of Phase	Amount Payable (in Dollars)

4. Payment: Contractor will issue invoices to Customer which shall describe the work being invoiced and the charge for the work. Payment is due within fifteen (15) days of the invoice date of Contractor's invoice, unless the table of Progress Payments above is completed, in which case payment will be due as set forth in the table. Contractor has the right, in Contractor's sole discretion, to suspend Work until past due invoices are paid. In addition to the Finance Charges set forth below, Customer agrees to pay Administration Fees of one and one-half percent (1.5%) per month on any unpaid balance after thirty (30) days of the invoice date, plus all actual collection costs, collection agency commissions, actual attorneys' fees, expert fees, and court costs.

5. Finance Charges: Customer will pay interest at the rate of ten percent (10%) per year on any unpaid balance after thirty (30) days of the date of invoice (interest is separate from, and in addition to the Administration Fees set forth above).

6. Partial Lien Releases: Upon satisfactory payment being made for any portion of the work performed, Contractor shall, prior to any further payment being made, furnish to Customer a full and unconditional release from any claim or mechanic's lien for that portion of the work for which payment has been made.

7. Extra Work and Change Orders: Extra Work and Change Orders become part of the contract once the order is prepared in writing and signed by the parties prior to commencement of work covered by the new Change Order. A Change Order is not enforceable against the Customer unless it describes the scope of the extra work or change, the cost to be added or subtracted from the contract, and the effect the order will have on the schedule of progress payments and completion date. However, by California law, the contractor's failure to comply with these requirements does not prevent the contractor from the recovery of compensation for the reasonable value of change order work in the absence of a written change order. Customer agrees to execute Change Orders to increase the price to address conditions not reasonably anticipated by Contractor.

8. Limit of Liability and Indemnity: Contractor is not liable for claims arising from acts of Customer or Customer's agents. Contractor's liability shall be limited to an amount equal to two times the amount of the Contract Price. All claims in excess of this amount are waived. Customer shall pay for the defense and indemnify Contractor for all third party claims against Contractor that are not the result of the sole negligence of Contractor. Contractor will select counsel of its choice and control the litigation.

9. Commercial General Liability Insurance (CGL): Contractor carries commercial general liability insurance written by (*insurance co. name*). You may call (*insurance co. name*) at (*telephone number*) to check the contractor's insurance coverage.

10. Workers Compensation Insurance: Contractor carries workers' compensation insurance for all employees.