



1285 Smoke Rise Lane
Tallahassee, FL 32317

(850) 878-6469
FEIN: 20-1929176

Work Authorization to Perform Services Assignment of Insurance Benefits and Direction of Payment

_____ (hereinafter referred to as "CLIENT") authorizes, Bone Dry Restoration and Cleaning, Inc. (hereinafter referred to as "BONE DRY"), to perform any and all necessary restoration and/or cleaning services, including items that are moved to and cleaned at a remote location. In consideration of the final billing, BONE DRY agrees and guarantees to perform all required restoration services within or scope of work.

Scope of Work:

To provide restoration work related to the type of loss i.e. water damage, fire, smoke, odor, sewage, mold, etc.

Commence and Completion Date:

Services will start on _____. The project completion date will be dictated based on the completion of mitigation services.

Estimated Cost:

All services to be provided may be invoiced utilizing Xactimate, an industry standard software billing program.

All scheduled costs published in Xactimate are considered normal and customary pricing guidelines within the restoration and insurance industry.

Once all services are completed, an itemized service invoice will be generated and forwarded to the insurance adjuster for final payment.

Contract: For value received, the undersigned client ("assignor") represents that this contract is in full force and effect. The assignor fully warrants that it/he/she/they have full rights and authority to enter into this contract.

Terms: The terms of this contract begin at the time and date set forth next to client's signature, with services payable at completion.

Assignment: Assignor hereby assigns and transfers rights, benefits, and causes of action under the property insurance policy to BONE DRY. The assignor understands that BONE DRY now owns the insurance claim to the extent that service is provided. BONE DRY may at their sole discretion re-assign any and all insurance rights, benefits, and causes of action under the property insurance policy to a third party. I agree to cooperate fully with BONE DRY and their attorneys, and to make any, and all, of my damaged property available for inspection or use by BONE DRY to protect their interest. Any payment for goods and services for this invoice that are issued to or received by any party other than BONE DRY will be considered a breach of contract for non-payment and will be treated as such.

Credit Terms: The undersigned client understands and agrees that in consideration for being extended herein, it/he/she/they shall be liable for all amounts charged, ordered, purchased, received and incurred upon credit, on open account, or otherwise from BONE DRY or their assignee until such time as all amounts due hereunder are paid in full.

Printed Name: _____	Date of Loss: _____
Address of Loss: _____	Adjuster Name: _____
Insurance Carrier: _____	Adjuster Phone: _____
Policy Number: _____	Claim Number: _____
Cause of Loss: _____	

This assignment applies to claims for payment for work performed by BONE DRY at the above property, plus any applicable claims for bad faith, attorney's fees, and costs owed by the INSURANCE COMPANY pursuant to local, state and federal law. I/We understand that I/we remain personally responsible for payment of services to BONE DRY or their assignee rendered by BONE DRY that is not paid by the above INSURANCE COMPANY. It is understood and agreed that all amounts due hereunder shall be paid promptly. Such overdue amounts shall accrue simple interest at a rate of one and one half percent (1.5%) per month, until such amounts are paid. Client understands and agrees to daily compounding of interest on any unpaid balance. Everything stated in this application is correct to the best of my knowledge. It is understood that BONE DRY or their assignee is authorized to make all appropriate credit inquiries regarding me or this company/corporation.

Termination: BONE DRY and their assigns may at any time either temporarily and/or permanently terminate the usage of any or all equipment.

Calendar Usage: Usage is deemed to begin at the time of arrival and to the following midnight regardless of the particular hour in which the usage occurs. It is further understood that any portion of a day constitutes a day's usage and will be considered a full and complete day. All usage is for a three (3) days minimum. Client agrees that in the event any portion of the equipment being used is unforeseen malfunctions not limited to breakage, leakage and or other occurrences that it/he/she/they are still liable for the cost of usage based on calendar usage. Any compensation for unforeseen equipment downtime will be effected through additional usage only. Client shall hold BONE DRY or their assignees harmless from any claim of damages as a result of workmanship or equipment malfunctions.

Conditions of Contract: In the event any party to this agreement brings suit to enforce any provision of this agreement, the prevailing party on any issue in any such litigation and any appeals there from, shall be entitled to recover from the other party, in addition to any damages, interest at 18% per annum from the date of owing, or other relief granted as a result of such litigation, all reasonable costs of such litigation and a reasonable attorney's fee as fixed by the court. If any suit or action is instituted under this agreement, all parties agree to submit to jurisdiction and venue in the State and County of BONE DRY or their assignee's discretion.

CLIENT authorizes and requests direct payment of benefits or proceeds to BONE DRY as consideration for any services provided by BONE DRY. CLIENT hereby directs INSURANCE COMPANY to release any and all information requested by BONE DRY, its representative, or its Attorney for the direct purpose of obtaining actual benefits to be paid by INSURANCE COMPANY to BONE DRY for services rendered for CLIENT's property damage. In this regard, CLIENT waives his/her/its/their privacy rights.

If, for any reason, CLIENT receives a check from INSURANCE COMPANY made payable to CLIENT, CLIENT agrees to pay BONE DRY immediately upon receipt of the check. In order to expedite payment to BONE DRY, CLIENT hereby appoints BONE DRY as attorney-in-fact, authorizing BONE DRY to endorse CLIENT's name on INSURANCE COMPANY checks or drafts, and to deposit INSURANCE COMPANY checks or drafts for services provided by BONE DRY.

If any amounts owing to BONE DRY for services provided by BONE DRY are not covered by insurance, CLIENT agrees to pay those amounts to BONE DRY immediately upon receipt of invoice. CLIENT and/or its agents, successors, assigns and heirs are personally responsible for any and all deductibles, costs not covered by CLIENT's insurance, and all costs should INSURANCE COMPANY deny coverage for loss.

Interests and finance charges will be charged at the maximum allowable by law on accounts over fifteen (15) days past due. Time is of the essence. Bone Dry Restoration and Cleaning, Inc. hereby gives notice of its intent to file a lien upon the real property and improvements of the property for the services provided at CLIENT's property indicated above. The total amount of lien will be the total due plus any attorney fees, courts costs, or other costs associated with the filing of same lien. The prescribed date of this lien will be no earlier than 30 days from the date of this agreement.

CLIENT agrees that BONE DRY is working for the CLIENT and not the INSURANCE COMPANY or any agent/adjuster.

Terms and Conditions of Service (Note: This Contract includes a limitation of liability and limitation of remedies.)

1. BONE DRY's performance is limited by, among other things, the pre existing and characteristics of the premises, material, fabrics furniture, and/or other items. BONE DRY EXPRESSLY DISCLAIMS ANY RESPONSIBILITY OR LIABILITY FOR ANY PRE-EXISTING CONDITIONS. CLIENT 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. BONE DRY 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. BONE DRY DOES NOT GUARANTEE SPOT OR STAIN REMOVAL AND COLOR FASTNESS OR PREVENTION OF SHRINKAGE, FADING, OR ADHESIVE BREAKDOWN.
 - b. BONE DRY DOES NOT GUARANTEE that wall and ceiling will restore to the original color to painted surfaces.
 - c. Not all fabrics are conducive to cleaning. BONE DRY shall use reasonable efforts to advise CLIENT of any adverse effects, which may be reasonably foreseen due to the nature of the services required, fabric or material involved. BONE DRY DOES NOT GUARANTEE THAT SUCH MATERIALS CAN BE CLEANED OR THAT THERE WILL BE NO ADVERSE EFFECTS TO ANY ATTEMPT TO CLEAN SUCH FABRICS.
 - d. Varieties 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. CLIENT acknowledges it is impossible to determine when such adverse effects may occur and BONE DRY **DOES NOT GUARANTEE THERE WILL BE NO ADVERSE EFFECTS.**
 - e. CLIENT acknowledges and agrees that mold is commonly found throughout the environment and that it is impossible to eradicate mold. BONE DRY DOES NOT GUARANTEE THE REMOVAL OR ERADICATION OF MOLD.
2. BONE DRY SPECIFICALLY DISCLAIMS ANY AND ALL OTHER WARRANTIES AND ALL IMPLIED WARRANTIES (EITHER IN FACT OR BY OPERATIONS 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.
3. BONE DRY IS NOT LIABLE AND WILL ACCEPT NO LIABILITY OF LOSS OR DAMAGE THAT OCCURS TO ANY PERSON, PROPERTY AND / OR CONTENTS DURING THE COURSE OF RESTORATION, REMEDIATION, OR CLEANING. ANY LOSS OR DAMAGE OCCURRING WILL BE THE FULL RESPONSIBILITY OF THE CLIENT.
4. All work products, photos, documents, etc. associated with this loss are the sole property of BONE DRY and may be used and distributed by BONE DRY in any means, unless otherwise indicated in writing on this document.
5. Limitation of Liability: IN NO EVENT SHALL BONE DRY, ITS OWNERS, 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 FORESEEABLE; OR FOR CLAIMS BY A THIRD PARTY. THE MAXIMUM AGGREGATE LIABILITY SHALL NOT EXCEED THREE TIMES THE AMOUNT PAID BY CLIENT.

By my signature below, I Laura Pearce have read, fully understand, and agree to this Work Authorization to Perform Services Assignment of Insurance Benefits and Direction of Payment in its entirety, including Terms and Conditions of Service.

CLIENT Signature: Laura Pearce Date: _____

Mailing Address: _____ Home Phone: _____

City, State, Zip: _____ Cell Phone: _____

No assignment of benefits - Laura Pearce