

# Your Logo Here

Client Name: _____	Date: _____	
Address: _____	City: _____	Zip: _____
Home Phone: _____	Cell Phone: _____	Email: _____
Insurance Company: _____	Date of Loss: _____	
Policy #: _____	Claim #: _____	

## CONTRACT FOR SERVICES

**Agreement:** I, the Homeowner/Insured, and or its representative for the property located at the address listed above (hereinafter "Client"), authorize [YOUR COMPANY NAME HERE] (hereinafter "Service Provider") to enter said property to perform services to protect, repair, restore, or replace a dwelling or structure or to mitigate against further damage to such property. Client agree to fully cooperate with insurance company as required by the subject policy of insurance and comply with all post-loss duties required by same. Client also accepts responsibility to protect any equipment left at the subject property for mitigation and remediation purposes.

**Assignment of Benefits and Direct Payment Authorization:** Client hereby assign any and all insurance fights, benefits, and proceeds under my property insurance policy up to the amount of the services provided by Service Provider. Client also hereby instructs and directs my insurance carrier to make a separate and individual payment to be sent directly to Service Provider, or its representatives for their services in the in the instant matter. Client makes this assignment and authorization in consideration of Service Provider's agreement to perform services and supply materials and otherwise perform its obligations under this contract, including not requiring full payment at the time of service. Service Provider shall provide a copy of the executed assignment agreement to the name insurer within 3 business days after the date on which the assignment agreement was executed or the date on which work begins, whichever is earlier. Delivery of the copy of the assignment agreement to the insurer shall be made by one of the methods proscribed in Fla. Stat. § 627.7152. Client also hereby instructs my insurance carrier to release any and all information requested by Service Provider its representative, or its Attorney solely for the direct purpose of obtaining actual benefits to be paid by my insurance carrier for services rendered or to be rendered. Client hereby assign all legal rights to recover any and all insurance proceeds owed by my insurance company regarding this loss; including but not limited to the right to bring appropriate legal action up to the amount owed for the services rendered by Service Provider. Service Provider shall be entitled to any and all recovery of costs, and attorney's fees associated with the collection of their invoice from Client's Insurance Company as provided for under Fla. Stat. § 627.7152. Client has the right to rescind the assignment agreement without a penalty or fee by submitting a written notice of rescission signed by Client to Service Provider within 14 days after the execution of the agreement, at least 30 days after the date work on the property is scheduled to commence if Service Provider has not substantially performed, or at least 30 days after the execution of the agreement if the agreement does not contain a commencement date and the assignee has not begun substantial work on the property.

**Payments, Terms and Interest:** If for any reason payment is made to the Owner/Agent by an insurer for the services provided by Service Provider under the instant contract, it shall be endorsed over to Service Provider within three (3) business days. Client agrees that any portion of work, deductibles, betterment, depreciation or additional work requested by the undersigned, not covered by insurance, must be paid by the undersigned on or before its completion. Client hereby appoints Service Provider as attorney in-fact, authorizing Service Provider to endorse Client's name, and to deposit insurance checks or drafts for Service Provider. Payment terms to Service Provider are net-30 days. In the event that legal or collection agency proceedings must be instituted to recover any amount due, Service Provider shall be entitled to recover the cost of collections, including, collection agencies, attorney's fee and courts, plus a finance charge of 1.5% per month applicable to all amounts due. In exchange for this assignment of benefits Service Provider agrees to indemnify and hold harmless Client from all liabilities, damages, losses, and costs, including, but not limited to, attorney fees, should the policy subject to the assignment agreement prohibit, in whole or in part, the assignment of benefits.

**Stop Work-Hold Harmless:** In the event Service Provider is not allowed to perform its recommended remediation procedures and protocols for any reason beyond its control, Client agrees to release and hold Service Provider harmless, and indemnify Service Provider against all claims or actions that may result from such procedures.

*Client has read and understand the information above and have received a copy for my records. This contract is intended to be legally binding and contains all of the terms and conditions between the parties.*

Client Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name: \_\_\_\_\_

Service Provider Representative Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Itemized Per-Unit Cost Estimate (In case of an emergency, the first day of the emergency costs are estimated below or on a separate invoice)

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This is merely an itemized per unit cost estimate and may differ from the final invoice amount.

**YOU ARE AGREEING TO GIVE UP CERTAIN RIGHTS YOU HAVE UNDER YOUR INSURANCE POLICY TO A THIRD PARTY, WHICH MAY RESULT IN LITIGATION AGAINST YOUR INSURER. PLEASE READ AND UNDERSTAND THIS DOCUMENT BEFORE SIGNING IT. YOU HAVE THE RIGHT TO CANCEL THIS AGREEMENT WITHOUT PENALTY WITHIN 14 DAYS AFTER THE DATE THIS AGREEMENT IS EXECUTED, AT LEAST 30 DAYS AFTER THE DATE WORK ON THE PROPERTY IS SCHEDULED TO COMMENCE IF THE ASSIGNEE HAS NOT SUBSTANTIALLY PERFORMED, OR AT LEAST 30 DAYS AFTER THE EXECUTION OF THE AGREEMENT IF THE AGREEMENT DOES NOT CONTAIN A COMMENCEMENT DATE AND THE ASSIGNEE HAS NOT BEGUN SUBSTANTIAL WORK ON THE PROPERTY. HOWEVER, YOU ARE OBLIGATED FOR PAYMENT OF ANY CONTRACTED WORK PERFORMED BEFORE THE AGREEMENT IS RESCINDED. THIS AGREEMENT DOES NOT CHANGE YOUR OBLIGATION TO PERFORM THE DUTIES REQUIRED UNDER YOUR PROPERTY INSURANCE POLICY.**

Initials: \_\_\_\_/\_\_\_\_