



SERVICE AGREEMENT AND ASSIGNMENT OF BENEFITS

Date of Loss: _____; Customer 1: _____ Customer 2: _____
Policy # _____ Claim # _____

1. Customer(s) identified above authorize(s) TITAN RESTORATION of AZ, LLC ("Contractor"), to undertake any and all work required to preserve, protect, and secure the property located at:

_____, AZ, (the "Property") to address damage caused by: Water;
 Sewage; Mold; Fire/Soot; Other: _____ which occurred on the date set forth above ("the Event"). Affected areas: Kitchen; Dining Room; Living Room; Family Room; Master Bedroom; Master Bathroom; Guest Bedroom1; Guest Bathroom1; Guest Bedroom2; Guest Bathroom2; Hallway; Other: _____. The services provided under this agreement ("Contract") are referred to here as the "Work."

2. **Assignment of Benefits:** I hereby irrevocably assign and transfer all rights and title to insurance policy proceeds for this work to **TITAN RESTORATION of AZ, LLC** and direct my insurance company, _____ to make direct payment to **TITAN RESTORATION of AZ, LLC** for any remaining balance for work under this agreement.

3. **LIMITED POWER OF ATTORNEY:** PURSUANT TO A.R.S. §14-5433(E) THE UNDERSIGNED HEREBY APPOINT(S) TITAN RESTORATION of AZ, LLC AN ARIZONA LIMITED LIABILITY COMPANY, AS MY/OUR AGENT AND ATTORNEY IN FACT TO ACT THROUGH ANY MANAGER OF TITAN RESTORATION of AZ, LLC TO ENDORSE AND DEPOSIT TO ITS ACCOUNT ANY CHECK, DRAFT OR NEGOTIABLE INSTRUMENT BEARING MY/OUR NAME(S) TO PAY FOR ALL OR ANY PART OF THE WORK BEING PERFORMED ON MY/OUR BEHALF BY TITAN RESTORATION of AZ, LLC PURSUANT TO THIS WORK ORDER. CUSTOMER INITIALS: _____

4. **Personal Liability:** Customer understands that that Contractor has been hired by Customer and not by Customer's insurance company, and that any and all deductibles, betterments, or shortages from his/her insurance carriers shall be due and payable by Customer. Customer agrees to promptly execute all proofs of loss and/or other documents required by Customer's insurance carrier. Promptly upon Customer's receipt of any and/or all drafts from its insurance carrier, Customer shall endorse same and deliver all sums due Contractor. Customer shall reimburse Contractor for its collection agency fees and actual attorney's fees and costs incurred in collecting past due balances.

(If checked) This job is under contractor warranty and the homeowner will not be responsible for payment.

5. **Mold Disclaimer:** Mold is a naturally growing living organism. Despite the best attempts to remediate, mold may re-grow in a remediated area under the right conditions (e.g., additional water intrusion, failure to ventilate, etc.). Contractor shall not be held liable for any pre-existing mold, or any mold growth due to future water intrusion. If this project involves mold remediation, Contractor shall not be liable for mold in any areas beyond the remediation area.

6. **Disclosures:** The list of documents attached and hereby incorporated into the contract is:

Antimicrobial Authorization; and Other: _____

Customer acknowledges receipt of the following disclosures:

EPA *Renovate Right* Lead Notice; and Other: _____

By signing below, I certify that I have read the agreement stated herein - including page 2 of this document and agree to the terms and conditions.

"CUSTOMER(S)"

Customer's Name: (Print) Check one: Customer; Authorized Agent

Signature

Date

Customer's Name: (Print) Check one: Customer; Authorized Agent

Signature

Date

TITAN RESTORATION of ARIZONA, LLC

Print Name and Title

Deductible Amount: \$ _____

Signature

Date

TITAN RESTORATION of ARIZONA, LLC acknowledges receipt of \$ _____ Check # _____ against the total balance due.

SERVICE TERMS & CONDITIONS

1. **Release for Third Party Professionals:** Customer understands and acknowledges that Contractor is not an environmental consultant and that environmental surveys and mold testing are excluded from the Work. Questions about health issues should be directed to a qualified health care professional. If the property has sustained water damage or potential environmental contamination, Customer is advised to retain the services of independent environmental consultant to inspect, and if appropriate, prepare remedial protocols. Customer releases and 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. **Final Payment Waives Claims:** The Customer, by making final payment under this Contract, waives any claim that it may have against the Contractor for any damages from defects that are known to the Customer or apparent from reasonable inspection at the time final payment is made.

3. **LIMIT OF LIABILITY:** IN NO EVENT SHALL CONTRACTOR BE LIABLE TO CUSTOMER FOR ANY CLAIM, INCLUDING BUT NOT LIMITED TO, CLAIMS FOR DAMAGE TO PROPERTY, PERSONAL INJURY OR CONSEQUENTIAL OR INCIDENTAL DAMAGES, INCLUDING BUT NOT LIMITED TO LOST PROFITS (COLLECTIVELY "CLAIM") OTHER THAN A CLAIM WHICH ARISES DURING OR AS A RESULT OF THE PERFORMANCE OF THE WORK AND IS CAUSED BY THE WILLFUL MISCONDUCT, NEGLIGENT ACTS OR OMISSIONS OF CONTRACTOR OR ITS EMPLOYEES WHILE ACTING WITHIN THE SCOPE OF THEIR DUTIES AND AUTHORITY. IN NO EVENT SHALL CONTRACTOR BE LIABLE FOR ANY CLAIM CAUSED IN WHOLE OR IN PART BY ANY ACTS OR OMISSIONS OF CUSTOMER OR THIRD PARTIES OR THEIR RESPECTIVE EMPLOYEES OR AGENTS. IN THE EVENT OF ANY CLAIM FOR WHICH CONTRACTOR IS LIABLE, CUSTOMER AGREES THAT CONTRACTOR'S LIABILITY SHALL BE LIMITED TO THE AMOUNT ACTUALLY PAID TO CONTRACTOR FOR THE WORK. ALL CLAIMS IN EXCESS OF THIS AMOUNT ARE WAIVED.

4. **Force Majeure:** Contractor shall not be responsible for delays in work caused by labor shortages, riots, strikes, wars or terrorism, any damage or destruction to the Property or its contents, any loss of use of the Property or for any loss of income generated by the property caused by reason of fire, theft, vandalism, accident, flood, earthquake, acts of God or any other cause not the sole fault of Contractor. If all or any portion of the Property is destroyed, any Work furnished by Contractor in restoring or rebuilding the Property after such destruction will be paid for by the Customer as a change.

5. **Utilities:** Customer shall be responsible for electrical, water and other miscellaneous utility charges, as well as any utility hookup and fees for said utilities, unless specifically stated in the Contract or Change Orders.

6. **One Year Limitation on Actions:** No action or arbitration arising from or related to this Contract, the Work or the performance thereof shall be commenced by either party against the other **more than one (1) year** after the completion of the Work. This limitation applies to all claims or actions of any character whether at law or in equity, whether sounding in contract, tort or otherwise. This limitation shall not be extended by any negligent misrepresentation or unintentional concealment, but shall be extended as provided by law for willful fraud, concealment or misrepresentation.

7. **Integration:** This Contract constitutes the entire agreement of the parties. No other agreement, oral or written, pertaining to the Work exists between the parties. This Contract can be modified only by an agreement in writing signed by both parties.

Customer 1 Initials: _____ Customer 2 Initials: _____