



SmartClaim, LLC
 3701 S George Mason Dr.
 Falls Church, Va 22041
 Phone: 724.67.SMART
 mail@smartclaimllc.com

Customer Protection Form

Date: _____

Home Phone: _____

Name: _____

Cell (His): _____

Address: _____

(Hers): _____

City: _____ State: _____ Zip: _____

E-Mail: _____

Description of work to be done under this contract

I/We agree to retain SmartClaim, LLC (**SMARTCLAIM**) to represent me/us in obtaining, my/our insurance company's approval to do replacement of (i.e. roofing - siding - gutters, etc.) and/or replace on the property listed above.

SMARTCLAIM is empowered to contact my/our insurance carrier and meet their adjuster/representative to discuss damages and replacement work to be done to the property in order to negotiate the payment as in the amount of damage to the property.

Upon insurance carriers and **SMARTCLAIM** agreement to the extent of damages and cost of replacing (i.e. roofing - siding - gutters, etc.) **SMARTCLAIM** and/or its affiliates may begin work on said property. All work is to be performed in accordance with the insurance company's damage/work scope.

This agreement is contingent upon the insurance company's pricing approval and **SMARTCLAIM** management acceptance to the final scope of work and price. Any upgrades or additional work requested by you and that is not approved by your insurance company will be your financial responsibility and is not part of this agreement.

I/We agree for my insurance company to pay **SMARTCLAIM** for the total cost of repairs. All checks must be endorsed or made payable to **SMARTCLAIM**. All direct costs, overhead and profit, and any supplementals provided by the insurance company is due to **SMARTCLAIM**.

This is a binding agreement, however This agreement does not obligate the Purchaser(s) or **SMARTCLAIM** unless the insurance company approves the claim and **SMARTCLAIM** agrees to the final price and scope of work. If your claim is denied by the insurance company, then this contract is Null and Void.

Insurance Company: _____ Phone: _____ Claim Number: _____

Total sale price of job: _____ Deposit: _____ Balance: _____

This contract constitutes full accord and agreement of both parties. No other Understanding, verbal or otherwise, shall be binding unless in writing and signed by both parties. This contract is subject to approval by an officer of the contractor and such approval must be made in 10 business days from the date of the contract. By signing below the Purchaser(s) agrees to this agreement and the terms and conditions on the back.

"You the buyer may cancel this transaction anytime prior to midnight of the third business day after the date of this transaction."

In witness whereof Purchaser(s) each acknowledge receipt of a completed copy of this contract, and all disclosures on the day and year first above written.

Any holder of this consumer credit contract is subject to any claims and defenses which the debtor could assert against the seller of goods and services obtained pursuant hereto or the proceeds hereof. Recovery hereunder by the debtor shall not exceed amounts paid by the debtor.

APPROXIMATE STARTING DATE: _____ APPROXIMATE COMPLETION DATE: _____

Agent _____

Accepted on _____

By _____

SmartClaim, LLC



Purchaser

Purchaser

ADDITIONAL TERMS AND CONDITIONS

APPROVAL & SMARTCLAIM, LLC (SMARTCLAIM). The Purchaser acknowledges that this agreement is subject to the credit and pricing approval of SMARTCLAIM management, and that SMARTCLAIM will be entitled from 20% overhead and profit (O&P) or up to 25% overhead and profit (O&P) if allowed by state standards and the Purchaser's insurance company.

AGREED PRICE. The full amount of all monies as specified by the Total Sale Price Of The Job does not include any extra materials or extra labor such as carpentry repairs or any other repairs not specified in this Agreement or not covered by the Total Sale Price Of The Job that are necessary to complete the repair or replacement process as required by local building codes or to cosmetically satisfy the Purchaser.

STATE REQUIRED CODE. The Purchaser agrees that any required State Coded materials not paid by their insurance company will be paid by the Purchaser including the labor to satisfy the Purchaser.

MATERIALS & WATER EXTRACTION. All materials provided by SMARTCLAIM will be standard stock materials, and will match existing materials with reasonable tolerance as to texture design, color, etc. Notwithstanding the foregoing, materials may be substituted for equivalent materials due to availability, unless otherwise a written material specification by the Purchaser. The Purchaser understands that there is a 2-day minimum charge for all drying, water extraction and dehumidification equipment provided by SMARTCLAIM. All excess materials remain the property of SMARTCLAIM.

ACCESS TO THE PROPERTY. The prices and terms of the SMARTCLAIM estimate and this agreement are based upon completion of the work during normal business hours, and the Purchaser agrees to provide SMARTCLAIM access to the Purchaser's property as required during business hours in order to complete the work. The Purchaser agrees that the Purchaser's electricity and water will be made available to SMARTCLAIM personnel during the course of the work as needed. The Purchaser will also furnish as its expense, single phase, 220-volt, 50-amp electrical service. The Purchaser will be responsible if any interruption of SMARTCLAIM work results from the Purchaser's failure to provide reasonable access or due to the acts or negligence of other parties not under SMARTCLAIM direction and management. SMARTCLAIM shall not be responsible for damages arising from delay due to inclement weather, fires, accidents, strikes, delays in shipments or delivery of materials, or any causes beyond SMARTCLAIM reasonable control and management. The Purchaser will manage and be responsible for protecting personal vehicles and property exposed to damage by SMARTCLAIM work. The Purchaser also agrees to remove and store personal property during SMARTCLAIM work duration. SMARTCLAIM shall not be responsible for the protection of the Purchaser's property, except to provide that protection which is specifically called for under the specifications provided by this Agreement.

JOB COMPLETION. The completion of work shall be the date on which SMARTCLAIM work is substantially finished (as distinguished from the date of the Purchaser's acceptance thereof), or the date of SMARTCLAIM last item of work at the property, whichever is earlier. The Purchaser's failure to make prompt payment shall entitle SMARTCLAIM without notice to stop all work. The Total Sale Price Of The Job shall be increased by SMARTCLAIM reasonable cost to stop the project and/or resume work. In the event the Purchaser chooses not to pay for a part of the work, an individual line item, or trade, the Purchaser releases SMARTCLAIM of its obligations for the performance of that component with regard to the integrity of the building system as a whole.

INSURANCE & MORTGAGE COMPANY. The Purchaser hereby authorizes its insurance and mortgage company (if any mortgage company) listed on the front of this Agreement to pay SMARTCLAIM directly for all labor, services and material provided by SMARTCLAIM to complete the Purchaser's replacement or repairs listed on the front of this Agreement. The Purchaser further directs its insurer and mortgage to include SMARTCLAIM as payee on all checks or drafts new hereafter payable for such loss. SMARTCLAIM reserves the right to submit a supplement for labor and materials to the Purchaser's insurance company and mortgage company for increases in the scope of work and documented price increases. The Purchaser agrees to allow these supplements to be paid directly to SMARTCLAIM. SMARTCLAIM makes no representations or warranties regarding the Purchaser's insurance coverage or if the Purchaser's insurer will pay for all or any of the work to be performed by SMARTCLAIM under this Agreement. The Purchaser agrees to pay SMARTCLAIM in full for all work performed by SMARTCLAIM under this Agreement, regardless of the Purchaser's insurance coverage. The Purchaser also agrees to pay SMARTCLAIM directly for all amounts, despite depreciation or deductibles, and to pay for additional work not covered by the Purchaser's insurer, that said amounts must be paid before job completion. In the event the Purchaser breaches this Agreement, the Purchaser agrees to pay SMARTCLAIM as follows: **A)** In full, on time and materials basis, for all work and materials provided by SMARTCLAIM as of the date of such breach. **B)** A consulting and adjusting fee equal to 25% of the total cost of the work and materials provided by SMARTCLAIM as of the date of such breach, which fee represents the industry standard for reasonable profit and overhead generally paid by the insurance industry and is not a penalty.

LIMITED WARRANTIES. SMARTCLAIM will issue a written three year warranty on workmanship, and materials warranty provided pursuant to this Agreement on the terms and conditions reflected in any written limited warranty materials provided at the time of sale by manufacturer will be issued by the manufacturer. If SMARTCLAIM is not paid in full in accordance with this Agreement, all mentioned warranties will become null and void.

PAST DUE AMOUNTS. The Purchaser agrees to pay a service charge of 8% per annum on all balances 30 days or more past due for all collection cost, including employee time and expense, all attorneys' fees, and costs SMARTCLAIM incurs in either collection of and/or protections of its interests in the Purchaser's past due account or performance of this Agreement.

HAZARDOUS MATERIALS. Nothing contained in this Agreement shall be construed to require SMARTCLAIM to determine or investigate the presence or absence of any hazardous materials or asbestos containing materials affecting property to require SMARTCLAIM to remove or protect such materials. In the event that SMARTCLAIM finds the presence of such materials on the Purchaser's property, SMARTCLAIM reserves the right to immediately stop work and negotiate a change order for such additional work as it may be required.

LIMITED LIABILITY. The Purchaser agrees that SMARTCLAIM will not be held responsible for damages or losses caused in whole or in part by: omissions or acts of other parties, trades or contractors, mother nature; lightning, gale force winds (+50 m.p.h.). Ice damage, hailstorms, ice dams (caused by thawing and freezing of ice, snow or water), floods, tornado, hurricanes, earthquakes or other unusual phenomena of the elements; structural settlement; failure, movement, cracking or excess deflection of the roof deck; defects or failure of materials used as a roof substrate over which SMARTCLAIM roofing material is applied; fault condition of parapet walls, vents, chimneys, copings, skylights, supports or other parts of the building; vapor condensation beneath the roof; penetrations for pitch boxes; erosion, cracking and porosity of mortar and brick; dry rot; stoppage of roof drains and gutters; penetration of the roof from beneath by rising fasteners of any type; inadequate drainage, slope or other conditions beyond control of SMARTCLAIM which cause ponding or standing water; termites or other insects; rodents or other animals; fire; or harmful chemicals, oils, acids and the like that come into contact with the Purchaser's roof and cause a leak or otherwise damage the Purchaser's roof. If the Purchaser's roof fails to maintain a watertight condition because of damage by reason of any of the foregoing, any applicable written limited warranty shall immediately become null and void for the balance of its term. SMARTCLAIM accepts no liability to indemnify or hold the Purchaser harmless for claims, or damages to any person or property, except to the extent that such damage occurs during performance of SMARTCLAIM work and are the direct result of SMARTCLAIM error or omission. Notwithstanding the foregoing, SMARTCLAIM shall not be responsible for any damages to any area of the property upon which SMARTCLAIM work has been completed nor is SMARTCLAIM responsible for slight scratching or denting of gutters, oil droplets in driveways, hairline fractures in concrete, damage to flowers or landscaping, or minor broken branches and trees, plants or shrubbery. In no event shall SMARTCLAIM be held responsible for any damage resulting from vibrations, including, but not limited to, interior drywall damage, nail pops or disconnection of chimneys, flues, air ducts, ventilation shafts, exhaust vents, furnace vents or sewer vents. The Purchaser understands and agrees that SMARTCLAIM shall have no responsibility for damages of any kind to persons or property occurring after job completion.

HOLDS HARMLESS. The Purchaser agrees to hold SMARTCLAIM harmless in connection with the work described herein and that the Purchaser's maximum recourse shall be, and SMARTCLAIM maximum liability under this Agreement shall be limited to, the amount that SMARTCLAIM billed the Purchaser. The Purchaser understands and acknowledges that SMARTCLAIM does not warrant or guarantee previous workmanship or pre-existing materials or labor not originally provided by SMARTCLAIM. SMARTCLAIM shall not be responsible for latent defects in materials and accessories supplied. SMARTCLAIM shall not be responsible for rework required as a result of the acts of errors of other parties not under SMARTCLAIM management.

LIENS. Should default be made in payment of this Agreement, a lien may be placed on the property and charges will be added from the date of substantial completion at the maximum rate allowed by law. If placed in the hands of any attorney for collection, The Purchaser will pay all attorney and legal fees. **PRE-LIEN NOTICE: COMPANY HEREBY PROVIDES NOTIFICATION THAT ANY PERSON OR COMPANY SUPPLYING LABOR OR MATERIAL FOR THIS IMPROVEMENT TO YOUR PROPERTY MAY FILE A LIEN AGAINST YOUR PROPERTY THAT PERSON OR COMPANY IS NOT PAID FOR THE CONTRIBUTIONS.**

ENTIRE AGREEMENT. This Agreement constitutes the entire agreement and understanding of SMARTCLAIM and the Purchaser relating to all of the subject matter hereof, and supersedes all prior agreements, arrangements and understandings, written or oral between the parties concerning such matter, ANY REPRESENTATION, STATEMENTS, OR OTHER COMMUNICATION NOT WRITTEN IN THIS AGREEMENT, OR MADE IN WRITING PURSUANT THERETO, ARE AGREED TO BE INVALID AND NOT RELIED ON BY EITHER PARTY AND DO NOT SURVIVE THE EXECUTION OF THIS AGREEMENT.

AMENDMENT. If this Agreement is not canceled by the Purchaser within three (3) days after the date of this Agreement, this Agreement cannot be canceled or amended without written mutual agreement of both parties.

REFORMATION I SEVERABILITY. SMARTCLAIM and the Purchaser intend and agree that if a court of competent jurisdiction determines that the scope of any provision of this Agreement is too broad to be enforced as written, the court should reform such provision(s) to such narrower scope as it determines to be enforceable. SMARTCLAIM and the Purchaser further agree that if any provision of this Agreement is determined unenforceable for any reason, and such provision cannot be reformed by the court as anticipated above, such provision shall be deemed separate and severable and the unenforceable of any such provision shall not invalidate or render unenforceable any of the remaining provisions hereof.

ATTORNEY & COURT FEES. SMARTCLAIM shall have the right to collect from the Purchaser its reasonable costs and necessary disbursements, attorney fees, and court fees incurred in enforcing this Agreement and any disputes that might arise.

THE TERMS ON THE REVERSE SIDE HEREOF ARE SPECIFICALLY AGREED TO AND INCORPORATED HEREIN