



Third Power Construction

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EMERGENCY SERVICES AGREEMENT / WORK AUTHORIZATION & DIRECTION TO PAY

Property Owner/Agent: _____ Worksite Address: _____

Phone Number: _____ E-mail: _____

_____, ("Owner") hereby authorizes Third Power Construction ("Third Power") to mobilize and complete the necessary work to restore, rebuild, clean, and/or deodorize the building structure and/or contents and/or to provide emergency services as authorized by owner and/or insurance representative relating to the loss or work. The person signing below represents that they have the authority to do so on owner's behalf. Owner agrees to pay Third Power for all labor, materials, and equipment utilized to mobilize, demobilize, and perform the work for the agreed upon/invoiced price submitted to the insurance carrier.

Owner(s): _____ (Signature) – Circle one: Property Owner OR Agent

Print Name and Title

Date:

CONTRACTUAL TERMS AND CONDITIONS

Third Power Construction (CONTRACTOR) _____ (Signature)

Print Name and Title

Date:

1. **Authorization.** Property Owner/Agent ("Owner"), due to a bona fide emergency at the Worksite Address listed above ("Property"), has, either directly or indirectly through Owner's insurance company ("Insurer"), retained Third Power Construction ("Contractor") to perform emergency services upon the Property and to furnish the materials, equipment and labor necessary to reasonably protect and secure the property from further damage ("Services"). Owner hereby authorizes Contractor to immediately proceed with the Services necessary to remedy the emergency existing on the Property. By providing Contractor with this authorization, Owner agrees to make full payment to Contractor pursuant to the terms set forth in this Agreement. Due to the emergency nature of Contractor's Services, Owner hereby agrees to not exercise any rights afforded Owner under California's Unfair Trade Practices and Consumer Protection Law to cancel this Agreement within three business days from the Date of this Agreement set forth above.
2. **Services.** Owner acknowledges and agrees that, due to both the emergency nature of the Services and the review and approval of the Services required from Owners Insurer, Contractor is incapable of providing Owner with a detailed, written estimate of the Services to be performed upon the Property at time of execution of this Agreement, or with a statement of the materials to be used during, or specifications for, the Services or an approximate completion date for the Services. Owner understands and agrees the Contractor will provide Owner with a written description of the Services, including specifications and a list of materials to be used, and an approximate completion date for Contractor's Services when such information is available and approved by Insurer. Owner further understands and agrees that Contractor's Services under this Agreement will, unless Owner and Contractor agree otherwise, commence immediately.
3. **Unrelated Conditions/Work.** Owner acknowledges and agrees that Contractor is not responsible for addressing or correcting damage, conditions or areas unrelated to the event that necessitated the Services. Owner understands and agrees that Owner is personally responsible for any and all charges, costs and deductibles not covered by Owners insurance.
4. **Special/Fragile/Valuable Items.** Owner agrees to take full responsibility for special, fragile or valuable items of personal property, and that Contractor shall not be liable for mysterious disappearances or damage to any such items. Contractor highly recommends that Owner take care to protect any such items as soon as possible, preferably prior to the start of work (especially jewelry, cash, weapons, medications, etc.).

5. **Environmental Conditions.** Owner understands and agrees that certain amounts of fungus and bacteria may be normal in an indoor environment, and Contractor is not attempting to leave the property “sterile.” Owner further understands and agrees that the presence of certain type’s microorganisms in indoor environments may cause illness and/or damage to the property, and that the use of certain chemicals may reduce this risk. Owner hereby acknowledges that Contractor has advised Owner of the importance of ventilation. Infants, the elderly, and individuals with chemical sensitivities or respiratory problems may be particularly sensitive to certain types of microorganisms.
6. **Information Needed.** Owner shall provide Contractor with complete available information regarding known relevant or potentially relevant facts about the history of all structures erected upon, and the conditions present in and around, the Property. Owner is responsible for advising Contractor of the known existence of hazardous substances (Including chemicals, lead, asbestos, etc.) or areas of possible danger.
7. **Access and Security.** Owner agrees to provide access to the property or Contractor’s employees, agents, subcontractors, and their vehicles and equipment as required to properly perform the Services and, where applicable, to manage the water damage mitigation process. Owner will provide areas for storage of equipment, materials, and debris. Owner will provide all water, electricity and other utilities necessary for Contractor to perform the Services. Owner will take all reasonable steps necessary to secure all structures on the property from unauthorized access.
8. **Billing.** Owner has been informed, and agrees, that: (a) Owner is personally responsible for any and all deductible(s), depreciation, work or Services and/or charges not paid by insurance; (b) Contractor’s Invoices not paid by insurance are due from Owner upon receipt; (c) Owner hereby authorizes and directs the responsible insurance company to make payment directly to Contractor for the Services ; and (d) if Owner’s insurance company pays proceeds for the Services directly to Owner as the insured, Owner will immediately forward those insurance proceeds in their entirety to Contractor. Interest at the highest rate allowed under law will be charged on any unpaid balance after thirty (30) days of the date of invoice. Owner agrees to pay all collection costs, collection agency commissions, attorneys’ fees, expert fees, court costs and arbitration costs incurred by Contractor to collect past due balances. This attorneys’ fees provision is expressly limited to actions on this Agreement and shall not be interpreted or construed to apply to any other claims.
9. **Proceeds Held in Trust.** Owner understands and agrees that any and all payments of insurance proceeds or other such sums to Owner for or on account of the Services shall be held in trust by Owner for the sole use and exclusive benefit of the Contractor until all sums due Contractor have been paid in full. Owner understands and agrees that Owner shall act as a fiduciary with respect to all such sums received by Owner and shall be liable to Contractor for any misuse or loss of such funds prior to Contractor’s receipt of all amounts due to Contractor. In the event a legal proceeding is commenced to enforce Contractor’s rights hereunder, Contractor shall be entitled to recover Contractor’s costs and other expenses, including but not limited to attorneys’ fees, incurred during or as a result of the legal proceeding.
10. **Limit of Liability.** Contractor’s liability is limited to the total amount paid for the Services. Owner agrees to release, hold harmless, defend (pay attorneys’ fees, expert fees, arbitration costs and court costs) and indemnify Contractor from any and all damages, claims or actions that arise from: (a) conditions that pre-existed the specific loss or event Contractor was hired to address; (b) the premature removal of equipment or termination of Services against Contractor’s recommendations; (c) any refusal to allow Contractor to perform any Services or procedures Contractor recommends; and (d) any mysterious disappearances of personal property. Problems that may occur for which Contractor will be released, indemnified, defended and held harmless shall include, but not be limited to, mold, bacteria, structural damage, indoor air quality contamination, and environmental illnesses (including allergies, asthma and alleged toxic effects).

I HAVE READ, UNDERSTAND AND AGREE TO ALL CONTRACTUAL TERMS AND CONDITIONS INFORMATION AND I HAVE AUTHORIZED BY AFFIXING MY SIGNATURE ON THE FRONT PAGE OF THIS CONTRACT FOR CONTRACTOR TO PERFORM THE SERVICES DESCRIBED THEREIN. I AM THE OWNER OF THE STRUCTURE OR I AM AN AGENT DULY AUTHORIZED TO ENTER INTO THIS AGREEMENT ON BEHALF OF OWNER. I UNDERSTAND THAT THE OWNER IS PERSONALLY RESPONSIBLE FOR ANY AND ALL CHARGES, COSTS AND DEDUCTIBLES FOR THE SERVICES NOT COVERED BY INSURANCE.

AS OWNER I, AM OF AND IN AGREEMENT WITH THE AFORMENTIONED AND FOLLOWING TERMS REGARDING ANY AND ALL PAYMENTS FOR SERVICES:

1. Owner hereby authorizes owner's Insurance Company to pay Third Power directly for services performed and/or to include the name of Third Power Construction on the face of any check or draft for payment.
2. Owner agrees to make payment in full within 24 hours of receipt of any insurance check or draft related to this claim.
3. If Owner's Insurance Company does not pay Third Power directly, Owner's payment to Third Power shall be due upon Owner's receipt of any draws or advances from Owner's Insurance Company, with the total balance being due no later than 5 days from final invoice.
4. Owner understands and agrees that Owner shall be personally responsible for promptly paying Third Power for any and all portions of the restoration, cleaning, and/or construction work which is not covered by Owner's Insurance Company, whether lack of coverage is due to depreciation or any other uninsured charges or costs. Owner also understands that Owner will be responsible for Owner's insurance deductible.

OWNER(S) SIGNATURES:

Signed: _____

Signed: _____

Print Name: _____

Print Name: _____

Date: _____

Date: _____

Billing Address: _____

INSURANCE COMPANY INFORMATION:

Insurance Provider: _____

Claim Number: _____

Claim Rep: _____

Phone Number: _____

Email: _____

Deductible: _____

(ONLY FILL OUT THIS SECTION IF YOU WANT TO CANCEL THIRD POWER CONSTRUCTION AS YOUR CONTRACTOR FOR REPAIRS)

CANCELLATION NOTICE

YOU THE OWNER MAY ***ONLY*** CANCEL TO RETAIN THIRD POWER AS YOUR CONTRACTOR OF CHOICE TO COMPLETE THE STRUCTURE REPAIRS FOR THE DWELLING AT ANY TIME PRIOR TO MIDNIGHT OF THE THIRD BUSINESS DAY AFTER THE DATE OF THIS CONTRACT. YOU cannot CANCEL ANY EMERGENCY SERVICE WORK THAT HAS BEEN AUTHORIZED, YOUR SIGNATURE ACKNOWLEDGES THE TERMS AND CONDITIONS.

I, _____, wish to exercise my right to cancel to retain Third Power Construction for the rebuild/restoration of my property as my Contractor of choice to make all necessary repairs on this date as of,

Date: _____

You may mail, email or Fax this cancelled Contract to my office.

Owner(s) Signatures

Third Power Construction, Owner: Henry Resendez III