



CONTINGENCY AGREEMENT AND AUTHORIZATION

Property Owner: _____ Date: _____
Property Address: _____ City: _____ State: _____ Zip: _____
Phone: _____ Email Address: _____
Insurance: _____ Policy #: _____
Insurance Phone: _____ Policy Holder Name: _____
Claim #: _____ Date of Loss: _____ Date Filed: _____
Type of Damage: _____
Adjust. Date/Time: _____ Name: _____ Cell: _____

1. This Agreement allows True Roofing & Construction Inc. ("Contractor") to access the Property and act on behalf of the Property Owner for purposes of handling roofing construction services including but not limited to inspections, damage estimates, temporary repairs, damage mitigation and construction. Customer desires and hereby does hire Contractor to be its roofing and general contractor for the work contemplated by this Agreement. In addition, this Agreement permits Contractor to be present with, communicate with and assist the representative(s) of the Insurance company to obtain their good faith approval for the Insurance Claim/Settlement (the "Claim"). **The Property Owner expressly acknowledges this Agreement contains no Assignment of Benefits, as defined and contemplated by Section 627.7152, Florida Statutes, to Contractor. The Property Owner also expressly retains any and all rights to any post-loss benefits the Property Owner may have under the terms of the policy/policies of insurance.**

2. If Property Owner is successful in their recovery of the Claim funds needed for the restoration, repair, and/or replacement, and in consideration of Contractor's services to assist in the recovery, Property Owner agrees that Contractor will be awarded with the full scope of work detailed by the Claim and the Insurance Company's Scope of Work. Property Owner agrees to pay Contractor the full Contract Amount for Contractor's services from the Claim funds in addition to the required insurance deductible. The Contract Amount is the RCV ("Replacement Cost Value") of the Work based on the Scope of Work in addition to overhead, profit, and any supplemental or additional costs added to the RCV during the performance of the Work. The Parties acknowledge that the Scope of Work and description of the Work is initially based on a cursory examination of the Property and may be modified in writing in the future to provide additional detail based on the input of Property Owner's Insurance Company, insurance adjuster(s), and/or additional investigation by Contractor. Any such modifications shall be recovered through supplements to the Insurance Claim which Property Owner agrees to permit and assist Contractor to submit to the Insurance Company. Contractor reserves the right to delay the start of, or stop performance of the Work, or any portion thereof, until suitable evidence of a means to pay the total Contract Amount has been demonstrated by Customer, including but not limited to, proof of payment of funds by any Insurer, proof of approval of payment of funds by any Insurer, or escrowing any funds delivered to Customer by Insurer.

3. The Replacement Cost Value shall be invoiced and due in accordance with Contractor's standard contract payment terms and conditions, available upon request. In the event supplemental work is identified during construction that was not included in the Replacement Cost Value amount, a new amount, titled the "Supplemental Replacement Cost Value," shall be invoiced to the Property Owner with such Supplement Replacement Cost Value due within thirty (30) days of Contractor sending an invoice to the Property Owner for the work required. In the event payments are not timely made under this section, Contractor shall be entitled to charge interest in the amount of Fifteen Percent (15%) per month.

4. **AT NO POINT WILL PROPERTY OWNER HAVE ANY OUT-OF-POCKET EXPENSES BEYOND THE OUT-OF-POCKET DEDUCTIBLE AMOUNT AND ANY NON-COVERED ITEMS (DEPRECIATION) SET FORTH IN THE INSURANCE POLICY** unless unforeseen conditions or changes requiring repairs arise which are not part of the scope of work detailed by the Claim scope of work or Property Owner decides to upgrade the materials or alter the Claim scope of work. The Property Owner agrees to pay Contractor all amounts received from the Insurance Company and the required out-of-pocket deductible. 5. Property Owner and Contractor agree that **THIS AGREEMENT IS AUTOMATICALLY TERMINATED AT NO COST TO THE OWNER IF THE INSURANCE COMPANY DOES NOT AGREE TO FUND THE CLAIM IN ACCORDANCE WITH THE OWNER'S POLICY (i.e. THE COVERAGE LIMITS)**. If the policy does not have a recoverable depreciation, Contractor may terminate this Agreement at its sole discretion. If Property Owner elects to cancel this Agreement after Insurance Company approval of the Work, but before Contractor begins performance of the Work, Contractor shall be entitled to liquidated damages in the amount of 20% of the Contract Amount. If the Work commenced prior to cancellation of this Agreement, Property Owner shall pay Contractor a fair market price equal to no less than 20% of the Contract Amount, as determined by Contractor, for any Work or other services performed by Contractor.

6. In consideration for services provided by Contractor in accordance with this Agreement, Property Owner hereby agrees and directs the Insurance Company, in relation to the above-referenced Claim #, to include True Roofing & Construction Inc. as an additional payee on all payments in relation to the construction services arising out of or relating to the above-referenced Claim #. Property Owner also gives the Insurance Company permission to communicate with any representative of Contractor regarding any and all matters arising out of or relating to the above-referenced Claim # including supplemental services. Property Owner further authorizes the release of all information to Contractor concerning Property Owner's mortgage or insurance account without any further authorization required.

Property Owner Signature _____ Date _____

True Roofing & Construction Signature _____ Date _____

Required Statutory Language

You, the residential property owner, may cancel this contract without penalty or obligation within 10 days after the execution of the contract or by the official start date, whichever comes first, because this contract was entered into during a state of emergency by the Governor. The official start date is the date on which work that includes the installation of materials that will be included in the final work on the roof commences, a final permit has been issued, or a temporary repair to the roof covering or roof system has been made in compliance with the Florida Building Code.

STATUTORY WARNINGS LIEN LAW

ACCORDING TO FLORIDA'S CONSTRUCTION LIEN LAW (SECTIONS 713.001-713.37, FLORIDA STATUTES), THOSE WHO WORK ON YOUR PROPERTY OR PROVIDE MATERIALS AND SERVICES AND ARE NOT PAID IN FULL HAVE A RIGHT TO ENFORCE THEIR CLAIM FOR PAYMENT AGAINST YOUR PROPERTY. THIS CLAIM IS KNOWN AS A CONSTRUCTION LIEN. IF YOUR CONTRACTOR OR A SUBCONTRACTOR FAILS TO PAY SUBCONTRACTORS, SUB-SUBCONTRACTORS, OR MATERIAL SUPPLIERS, THOSE PEOPLE WHO ARE OWED MONEY MAY LOOK TO YOUR PROPERTY FOR PAYMENT, EVEN IF YOU HAVE ALREADY PAID YOUR CONTRACTOR IN FULL. IF YOU FAIL TO PAY YOUR CONTRACTOR, YOUR CONTRACTOR MAY ALSO HAVE A LIEN ON YOUR PROPERTY. THIS MEANS IF A LIEN IS FILED YOUR PROPERTY COULD BE SOLD AGAINST YOUR WILL TO PAY FOR LABOR, MATERIALS, OR OTHER SERVICES THAT YOUR CONTRACTOR OR A SUBCONTRACTOR MAY HAVE FAILED TO PAY. TO PROTECT YOURSELF, YOU SHOULD STIPULATE IN THIS CONTRACT THAT BEFORE ANY PAYMENT IS MADE, YOUR CONTRACTOR IS REQUIRED TO PROVIDE YOU WITH A WRITTEN RELEASE OF LIEN FROM ANY PERSON OR COMPANY THAT HAS PROVIDED TO YOU A "NOTICE TO OWNER." FLORIDA'S CONSTRUCTION LIEN LAW IS

COMPLEX, AND IT IS RECOMMENDED THAT YOU CONSULT AN ATTORNEY. FLORIDA HOMEOWNERS' CONSTRUCTION RECOVERY FUND

PAYMENT, UP TO A LIMITED AMOUNT, MAY BE AVAILABLE FROM THE FLORIDA HOMEOWNERS' CONSTRUCTION RECOVERY FUND IF YOU LOSE MONEY ON A PROJECT PERFORMED UNDER CONTRACT, WHERE THE LOSS RESULTS FROM SPECIFIC VIOLATIONS OF FLORIDA LAW BY A LICENSED CONTRACTOR. FOR INFORMATION ABOUT THE RECOVERY FUND AND FILING A CLAIM, CONTACT THE FLORIDA CONSTRUCTION INDUSTRY LICENSING BOARD AT THE FOLLOWING TELEPHONE NUMBER AND ADDRESS: 2601 BLAIR STONE ROAD, TALLAHASSEE, FLORIDA 32399-1039; TELEPHONE (850) 921-6593; FAX (850) 921-5450

Property Owner Initial: _____

Notices: 17095 SE 173rd Terrace Rd, Weirsdale FL 32195