



EMERGENCY SERVICES AND WORK AUTHORIZATION AGREEMENT

Property Owner: _____ **Date:** _____
Email Address: _____ **Phone:** _____
Property Address: _____
City: _____ **State:** _____ **Zip:** _____
Type of Damage: _____
Description of Services: _____

By my Signature below, I, as the Property Owner, am confirming that I have read, understand, and agree to the following terms and conditions so that True Roofing & Construction Inc. can assess damage to the "Property", listed above, and perform reasonable roof-related emergency services including but not limited to inspections, temporary repairs, temporary waterproofing, tarp installation and minor construction activities to the Property to mitigate further damages to the Property (the "Services").

Work Authorization: By signing this Agreement, I affirm that I am the owner of the Property and am authorized to enter into Agreements involving the Property. Beginning on the date of this Agreement, True Roofing & Construction is authorized to enter onto the Property to perform the Services during normal working hours, or an otherwise agreed upon time as may be required. I hereby authorize True Roofing & Construction to protect my Property from further damages through the performance of the above-described Services. That includes, but is not limited to placing, installing, and/or attaching a tarp of recommended size to the damaged area of the Property. Invoicing for the Services provided shall be issued at fair market pricing. Property Owner shall be responsible for ensuring the Property insurance policy covers the type and value of emergency measures contemplated by this Agreement. Any amounts not paid by the Property insurance company shall be invoiced directly to the Property Owner for payment. Work performed under this Agreement is agreed to be incorporated into any future construction agreement with True Roofing & Construction for purposes of determining scope of work and date of commencement of that work. **Direction of Payment:** I authorize True Roofing & Construction to seek payment for such work from my insurance company and formally direct my insurance company to make such payment to True Roofing & Construction, in association with the following claim information and the services described by this Agreement. In the event my insurance policy does not pay the full amount, I agree to compensate True Roofing & Construction for any remaining unpaid balance.

Warranty & Limitation of Liability: I understand that True Roofing & Construction Services are considered both construction activities and temporary in nature. As such, I understand that True Roofing & Construction does not warrant the effectiveness nor the longevity of Services provided and that there may be logistical details or circumstances unique to the Property which may affect the Services including effects caused by the installation thereof. In all circumstances, Contractor's liability to Owner is strictly limited to the value of work under this Agreement, and Contractor shall not be liable to Owner for any special, incidental, consequential or other types of damages regardless of the legal or equitable theory. Contractor is not responsible for the property's preexisting conditions or construction defects, damages from conditions that are normally covered by homeowner's insurance, damages flowing or related to the Owner's refusal to pay for additional work recommended by Contractor, or for delays due to labor or material shortages, weather, or any other circumstances beyond Contractor's control.

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.

Insurance: _____ **Policy #:** _____
Policy Holder Name: _____
Claim #: _____ **Date of Loss:** _____

Checks shall be made payable to True Roofing & Construction – 17095 SE 173rd Terrace Rd, Weirsdale FL, 32195

Property Owner Name: _____ Property Owner Signature : _____ Date: _____
TRC (contractor) Name: _____ TRC (contractor) 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