



Customer:

Address:

City:

State:

Date of Loss:

Insurance Company:

Adjuster:

Claim #:

Customer Email:

Customer Phone #:

AGREEMENT TO PERFORM EMERGENCY SERVICES, DIRECT PAY AUTHORIZATION & ASSIGNMENT OF BENEFITS

This agreement is made between the customer listed above ("Customer"), Bingham Restoration ("Contractor"), Customer has suffered a loss to Customer's property due to: _____.

Customer hereby authorizes Contractor to perform emergency services to mitigate the loss, and/or to provide the following additional services:

_____.

The customer certifies that damage to the property is covered by insurance. By this agreement, Customer assigns to Bingham Restoration the rights of Customer, and all other persons to whom insurance policy proceeds may be paid under the insurance policy, to recover from the insurance company all insurance proceeds for Contractor's services. Customer acknowledges that Customer is responsible for payment to Contractor of any deductible under Customer's insurance policy as well as to Contractor or Bingham Restoration for any charges on the final billing for the service not paid by Customer's insurance company for any reason, should Contractor wish to pursue a balance from Customer.

Bingham Restoration will bill the insurance company for the costs covered by Customer's insurance policy relating to Contractor's work under this Agreement and seek to obtain payment for covered services. No other rights or obligations, including costs within the deductible or costs not covered by insurance, are being assigned to or accepted by Bingham.

Assignment of Benefits ("AOB"): Customer hereby assigns any and all post-loss insurance rights, benefits, proceeds, causes of action, including the ability to file a lawsuit or demand appraisal directly against Customer's insurance company, under any applicable insurance policies to Bingham for work performed by Contractor under this Agreement. This means that any payment from the insurance company relating to Contractor's services under this Agreement will not be made to the Customer. The customer further understands that the contractor has assigned or may.

These AOBs are made in consideration of Contractor performing the services and/or not requiring an upfront down payment from Customer and Bingham's efforts to obtain payment from the insurance company. This is not a transfer or assignment of any of Customer's insurance duties or obligations such as the requirement to participate in an examination under oath if requested by Customer's insurance company. The Contractor does not agree to accept any of Customer's contractual obligations between Customer and Customer's insurance company. As such, those duties and obligations remain with the customer.

Customer authorizes and instructs Customer's insurance company to pay directly to Bingham Restoration payment for the work done by Contractor in connection with this claim that is covered by the insurance policy. Customer also understands that should Customer's insurance company fail to pay the reasonable amount or to honor the AOB and direction to pay, Customer agrees to pay Bingham any balances due from Customer's personal funds. Should the insurance company issue a check identifying Customer and/or Customer's co-insured(s) as payee, Customer hereby grants Bingham permission to sign Customer's name to indorse the check, and/or a limited power of attorney to an authorized employee of Bingham Restoration to indorse the insurance check on Customer's behalf, and deposit the funds into Bingham Restoration's account. This permission to sign the check and power of attorney shall remain in effect until the full and final payment to Bingham for the work performed. This clause does not waive the AOB.

Customer acknowledges that due to the emergency nature of this loss, it is not possible for Contractor to quote a final price for the services to be rendered.

The customer has read this Agreement, has had the opportunity to consult with a lawyer about its contents, and understands that this constitutes an agreement for services performed as well as an assignment of benefits, limited power of attorney, and agreement to have the insurance payment made to Bingham Restoration. Should it be necessary to file legal proceedings to enforce this contract, the prevailing party shall be entitled to reasonable attorney fees and costs. Customer also understands that all payments for services that are not paid by the insurance company are due within thirty (30) calendar days of receipt of invoice from Contractor.

If the Contractor does not receive payment within that timeframe, the balance will accrue interest at the rate of 18% per annum. Customer also understands that Contractor has the right to lien Customer's property for the services rendered in order to secure payment. If Customer wishes to pay by credit card, Bingham reserves the right to charge an additional 3.5% fee charged to Customer and Customer agrees to pay the fee.

With the exception of the information sought in the first three paragraphs of this Agreement, the language of this Agreement may not be modified, deleted or supplemented without express written and signed approval of all parties to this Agreement.

By signing this Agreement Customer certifies that he or she is a named insured under the insurance policy that covers the loss and has the authority of all insureds to enter into this Agreement, and that all provisions that apply to Customer apply to and are authorized by all other insureds, including but limited to the AOB and the limited power of attorney discussed above.

Customer has the right to file a written complaint against Contractor with the Missouri Registrar of Contractors within 2 years of completion of Contractor's services.

I HAVE READ, UNDERSTAND, AND AGREE TO THE ABOVE AND I AUTHORIZE THE CONTRACTOR BINGHAM RESTORATION TO PERFORM THE SERVICES DESCRIBED ABOVE AND AS LISTED IN THE WRITTEN WORK ESTIMATES. I AM THE OWNER OF THE PROPERTY OR AUTHORIZED PARTY ENTERING INTO THIS AGREEMENT ON BEHALF OF THE PROPERTY OWNER. WORK ORDERED BY: _____

(Customer/Homeowner): _____

SIGNATURE: _____

CONTRACTOR: _____

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