



EMERGENCY SERVICES CONTRACT

My Water Damage Hero

License No.64724217

Date: _____

Owner: _____

Address of Property: _____

Phone #: _____

Insurance Carrier: _____

Policy/Claim #: _____

This EMERGENCY SERVICES CONTRACT is made by and between My Water Damage Hero (the "Company") and the above Owner to proceed with recommended emergency services (the "Services") to preserve, protect, and secure from further damage the above Property. The parties, intending to be legally bound, agree as follows:

1. Start Date. It is anticipated by the parties that the Company's work on the Property will begin on or about _____. The Company is not responsible for any delays outside of its control.

2. Pricing. Owner acknowledges that he/she/it has received an estimate setting forth the Company's estimated costs and fees for the Services. Owner acknowledges that because of the emergent circumstances it is not possible to accurately estimate or predict the exact cost of the Services, and that the actual costs and fees for the Services may exceed such estimate.

3. Payment; Assignment and Authorization. Providing the Owner has valid effective insurance coverage for all or part of the Services to be performed by the Company, Owner authorizes and directs his/her/its insurance carrier, mortgage company and/or public adjuster to make direct payment to the Company for Services performed. Further, Owner expressly authorizes Owner's insurance company to act as agent on Owner's behalf with respect to payment for the Services.

Owner further agrees, promises to assign and does assign to the Company all of his/her/its rights and benefits under the insurance policy to extent necessary to pay the Company all of the sums due for the Services, as may be set out in one or more invoices.

The Company shall bill all charges and/or costs to Owner and a copy of these invoices shall be sent to the insurance carrier and/or public adjuster. **It is fully understood and agreed to by Owner that all charges are due upon completion of work and Owner is personally responsible for any and all charges and/or costs not paid by insurance to the Company.** Interest on any unpaid balance shall be charged at the rate of 1.5% per month. If payment is not timely made on submitted invoices, the Company may suspend its performance of the Services and terminate this Contract.

Owner may elect to contract the Company for services not related to or included in the claim process, and any charges for such additional services will be the responsibility of Owner.

In the event legal proceedings must be instituted to recover any amounts due, the Company shall be entitled to recover the costs of collection, including attorney fees.

4. Attorney-in-Fact. To protect the Company's right to collect the insurance proceeds, Owner irrevocably appoints the Company as its attorney-in-fact with full power and authority in the place and in the name of Owner: (i) to endorse any payment received for the Services from insurance carrier and/or public

adjuster on behalf of Owner; and (ii) to discuss with Owner's insurance carrier, mortgage company and/or public adjuster the Services and its price on behalf of and with the power to bind Owner.

5. Condition of Property. The Company is not responsible for pre-existing conditions that may be found while performing the Services, including but not limited to mold, fungi, asbestos or pollution liability, or for any problems that may occur by exposing such pre-existing conditions.

6. Personal Property. Owner is responsible for removing any personal property from the Property before the Company begins the Services. Owner waives any damage or theft claims with respect thereto against the Company for any property not removed by Owner.

7. NO WARRANTIES. THERE ARE NO EXPRESSED OR IMPLIED WARRANTIES FOR THE SERVICES.

8. LIMITATION OF LIABILITY. IN NO EVENT SHALL THE COMPANY BE LIABLE TO OWNER FOR ANY LOSSES OR DAMAGES, WHETHER DIRECT OR INDIRECT, SPECIAL NOMINAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL, OR OF ANY PENALTIES, REGARDLESS OF THE LEGAL OR EQUITABLE THEORY ASSERTED, INCLUDING CONTRACT, NEGLIGENCE, WARRANTY, STRICT LIABILITY, STATUE OR OTHERWISE, WHETHER FORESEEABLE OR UNFORESEEABLE, OR THE CLAIMS OF ANY THIRD PARTY.

OWNER, ON BEHALF OF ITSELF AND ITS AGENTS ANY OTHER PERSONS CLAIMING THROUGH OWNER, HEREBY RELEASES COMPANY, ITS SUBSIDIARIES, AND REPRESENTATIVES FROM, AND SHALL INDEMNIFY, DEFEND, AND HOLD HARMLESS COMPANY FROM, ANY CLAIMS ARISING OUT OF OR RESULTING FROM THE FOREGOING.

THE COMPANY'S MAXIMUM AGGREGATE LIABILITY TO OWNER SHALL NOT EXCEED THE AMOUNT PAYABLE TO THE COMPANY FOR THE SERVICES.

9. Emergency Authorization. Owner acknowledges the Services constitute emergency work as defined in Section 7 of the Unfair Trade Practices and Consumer Protection Law. Accordingly, Owner must sign the Emergency Work Authorization below in order to commence Services and for this Contract to become effective.

10. Miscellaneous. This Contract and all matters arising hereunder shall be governed by Pennsylvania law.

The Company may use subcontractors to perform the Services.

The Company is not responsible for any chemical sensitivities of Owner, tenant, occupant or invitee.

This Contract may only be amended, modified, or supplemented in a writing signed by both parties; provided, however, that Owner's insurance company may authorize a different or supplemented scope of Services on behalf of Owner without needing to obtain Owner's written consent thereto.

Owner's Signature: _____ Date: _____

Print Name: _____

Company's Signature: Stephen George Date: _____

Company Representative: Stephen George

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Emergency Work Authorization

Date: _____

You, the Owner, having initiated the contract for the goods and services of My Water Damage Hero, the service provider, for the remediation of a bona fide emergency hereby authorize My Water Damage Hero to immediately proceed with the delivery of goods or the performance of services necessary to remedy the bona fide emergency. By providing My Water Damage Hero with this authorization, you agree to make full payment for the goods or services provided. You agree not to exercise the rights afforded you by Pennsylvania's Unfair Trade Practices and Consumer Protection Law or the Home Improvement Consumer Protection Act to cancel the contract within three business days from the above date.

You, the undersigned Owner, attest that the attached estimate is an accurate description of the goods and services which will be provided by the My Water Damage Hero for the correction of the bona fide emergency:

_____ (date)

_____ (signature)

_____ (printed name)



Phone: 610-228-7440 Email: info@mywaterdamagehero.com

Website: mywaterdamagehero.com