

EVR GARD CONSTRUCTION

STATE LICENSE #621683

Buckingham Heights Business Park

5711 W. Slauson Avenue, Suite 150

Culver City, CA 90230

(310) 215-8466

1 (800) 457-7585

WORK AUTHORIZATION

The undersigned property owner(s) _____ authorize and direct EVR GARD CONSTRUCTION, Contractor, to proceed to make repairs to our property at _____ and to restore the property as closely as possible to its condition before the damage occurred. Description of the work to be done and materials to be used or installed, and the cost thereof will be as per agreed scope of work as submitted to and approved by the Insurance Company. The work will begin approximately ten (10) working days after signature of the Proof of Loss by property owner accepting the amount of proceeds to be paid by the Insurance Company and delivery to Contractor of confirmation of settlement of the insurance claim by Insurance Company. Property owner hereby directs Insurance Company to furnish Contractor a copy of the written insurance settlement documents. The work will be substantially completed approximately _____ days after commencement of construction.

Insurance Co. Or

Adjusting Firm _____ Date of Loss _____

NOTICE TO ADJUSTER:

You are hereby requested to attach this form to Proof of Loss, thereby making EVR GARD CONSTRUCTION an interested party to this claim. EVR GARD CONSTRUCTION is hereby authorized to clean, repair, restore or replace real property, and in doing so, EVR GARD CONSTRUCTION is acting solely for the undersigned property owner(s) and not for any Insurance Company or Companies or any of its representatives.

NOTICE TO INSURANCE COMPANY & MORTGAGE COMPANY; ASSIGNMENT OF CLAIM, PAYMENT BY PROPERTY OWNER

This is to instruct the Insurance Company or Companies who may be liable for this loss in whole or in part, to pay to EVR GARD CONSTRUCTION money due or to become due in connection with work hereby authorized, and to insert the name of EVR GARD CONSTRUCTION and/or their assignees on any check(s) or draft(s) made in payment of said loss. Property owner hereby assigns, transfers, and sets over such sum due and owing to EVR GARD CONSTRUCTION for performance of work under this agreement; EVR GARD CONSTRUCTION is hereby given a lien on any settlement or recovery as security for its work from payment(s) due from any insurance company or mortgage company. Property owner agrees to sign Proof of Loss promptly so checks or drafts can be issued and when remittance is received to endorse same over to EVR GARD CONSTRUCTION in the amount due them. Property owner authorizes the Contractor to pay to _____ Public Adjuster its fee for adjusting the loss at the rate of _____% of the gross loss on building cost.

All rights to insurance proceeds relating to this work authorization are assigned to EVR GARD CONSTRUCTION and/or their assignees. Property owner agrees to pay EVR GARD CONSTRUCTION directly for extra work requested and/or not covered by our Insurance Company.

PROPERTY OWNER ACKNOWLEDGES READING THE TERMS & CONDITIONS

Dated: _____

Accepted and Agreed:
EVR GARD CONSTRUCTION

Accepted and Agreed:
Property Owner(s):

By: _____
Salesperson/Registration #

Notice of Cancellation

You may cancel this transaction without any penalty or obligation, within three business days from the above date.

To cancel this transaction, mail or deliver a signed and dated copy of this cancellation, notice, or any other written notice, or send a telegram to: EVR GARD CONSTRUCTION at Buckingham Heights Business Park, 5711 W. Slauson Avenue, Suite 150, Culver City, CA 90230 not later than midnight of _____

I hereby cancel this transaction Date: _____

Signature of Owner

TERMS AND CONDITIONS

1. Licensing - Contractor is duly licensed under the law and statutes of the State of California.
2. Property owner(s) represents that (s)he is the person properly authorized, whether by virtue of ownership or tenancy interests, agency relationship with any such interest, or otherwise, to enter into this contract for Contractor's service and goods. Property owner(s) will keep the property and improvements and materials on it free from any claims that would tend to interfere with contractors work or performance
3. Code Violations - All work to be done in a thorough and workmanlike manner in strict accordance with the Building Code of the State of California and the city or county involved. The Contractors is not responsible for any existing violations of local building ordinances and building codes.
4. Personal Guarantee - Where undersigned signs on behalf of a corporation, partnership or other association, the undersigned irrevocably and unconditionally individually guarantees to Contractor, payment when due, whether by acceleration, or otherwise, of any and all present and future obligations of debtor to Contractor.
5. Contractor does not refund 10% overhead and 10% profit when customer agrees to reduce scope of work or elects to cash out term. Cash out terms are at the election of Contractor, and must be in writing.
6. Contractor may assign rights or delegate duties under his contract or Contractor may assign any right to receive compensation under the Contract. In either event, Contractor will remain responsible for all performance required under the contract.
7. Property owner(s) may assign any benefits or delegate any duties of payment or other responsibility under this Contract to any successor in title on ownership of tenancy interest to the premises herein described. However, property owner will remain personally liable for all his performance under this Contract.
8. Property owner(s) will provide, entirely at his own expense continuously during the course of the work herein, adequate property damage and public liability insurance to cover the scope of all activities contemplated hereunder and the value of services, labor, materials and goods involved in this work as well as a reasonable claim liable to occur during the course of the work.
9. Should property owner(s) or insurance company be in default of compensation owing at any time under the Contract of a period of five (5) days after the notification that compensation is due, Contractor, in addition to any other legal remedies or processes available, may stop work and/or terminate the Contract and enter the premises and remove any portion of, or all materials or goods installed at or affixed to the premises under this Contract, (so long as the work or removal does not substantially interfere with any materials or goods installed outside of this agreement) up to the extent that they represent in their condition the price then owing the Contractor under Contract.
10. Title to any material supplied by Contractor will remain with Contractor and will not pass to customer until the entire price called for herein or in any subsequent extra work Contract, has been paid. Contractor may remove any amount or portion of such material equivalent in value to any payment then in default. No part of this provision, however, may be asserted as against any lienholder whether prior or subsequent to any lien which Contractor may hold against the property, whose lien has been granted as a security interest in the property for purposes of financing its improvements in any manner or any assignee of successor such lienholder.
11. If Insurance Comany issues progress payment(s), property owner(s) agrees to endorse all drafts when presented for signature.
12. Should any dispute arise from this Contract, customer agrees that the proper venue for the action shall be in Los Angeles County. In the event of any litigation or arbitration between the parties concerning the work hereunder or any event relative hereto, the prevailing party in such dispute shall be entitled to reasonable attorney's fees and costs.
13. Contractor is entitled to loss of profits if Contract is canceled for any reason.
14. Contractors are required by law to be licensed and regulated by the Contractors' State License Board. Any questions concerning a Contractor may be referred to the Registrar of the Board whose address is: P.O. Box 26000, Sacramento, CA 95826.

NOTICE TO OWNER

Contractors are required by law to be licensed and regulated by the contractors state license board, which has jurisdiction to investigate complaints against contractors if a complaint regarding a patent act or omission is filed within four years of the date of the alleged violation. A complaint regarding a latent act or omission pertaining to structural defects must be filed within 10 years of the date of the alleged violation. Any questions concerning a contractor may be referred to the Registrar, Contractors State License Board, P.O. Box 26000, Sacramento, CA 95826-0026.