



The Calm After the Storm

WORK AUTHORIZATION AGREEMENT

This Work Authorization Agreement (the "Authorization") is made on the date stated below by and between Contractor Connection Group LLC d.b.a. Restore-One, (the "Company") and the "Customer" (as defined below). This Authorization (with all terms and conditions within) is approval to the Company by the Customer to proceed with the Company's "Work" (as defined below) to secure, clean, preserve, protect and repair the property ("Property").

Customer: Name Summit Owners Association

Carol Scicchitano
850-235-8795 office
Phone 850-832-7562 mobile

Property: The real property located at 8743 Thomas Drive

City Panama City Beach State FL Zip 32408 County Bay

The Work: Emergency mitigation services, all temporary and permanent repairs to the exterior(s) and roof(s) restoring the Property to pre-loss condition as required by local and state building codes.

The Price: The Price is the total insurance proceeds ("Proceeds") collected from the insurance policy(s) for the Work. Emergency mitigation services and temporary repairs are based upon the Restore-One T&M Rate Schedule; all permanent repairs are based upon contractor proposals and/or Restore-One Xactimate estimate that includes all applicable overhead & profit and taxes. The Company will provide the Customer's insurance carrier(s) with a detailed scope of work estimate(s) outlining the cost of the Work.

The Company and the Customer agree to the following:

1. The Customer fully understands that the Company is not, nor represents itself to be a public adjusting company.
2. The Company agrees to charge the Customer only for the insurance Proceeds collected from its insurance policy(s) for the Company's Work including all overhead & profit and applicable taxes. ~~if it becomes determined by the Customer's insurance carrier(s) that any Work is not covered by the its insurance policy(s), the Customer agrees to be responsible for that cost. To mitigate sheet work will be paid with or without insurance coverage.~~ **DELETE AND INSERT A** 10/20/18
3. The Customer agrees to provide the Company with a complete copy of its most current insurance policy(s), tenant lease(s) or any documents that may determine coverage, for the Company's review within 5 days from the commencement of the Work.
4. The Customer agrees to give its written permission to its insurance agent(s), insurance carrier(s), adjuster(s), consultant(s), lender(s), mortgage company(s), etc. to allow the Company to directly communicate, negotiate scope and price with their representative(s), for the Company's Work, and agrees to execute any documents necessary to give such permission. Where and to the extent allowed by law, the Customer agrees to give the Company its assignment of benefits rights to its insurance policy(s), and direct the payee to add the Company's name to all check disbursements, or make direct payment(s) to the Company for the Company's Work.
5. The Customer agrees to pay its deductible liability in full as outlined in its insurance policy(s) to the Company within 30 days of the commencement of the Work. **DELETE AND INSERT B** 10/20/18 (PJ)
6. The Customer agrees to provide the Company with a complete copy of all insurance / claim related communication(s), scope of work estimate(s), repair cost estimate(s), proof of loss statement(s), professional report(s), payments, etc. when received. The customer further agrees to execute all documents necessary to process any insurance / claim related payments.
7. The Customer agrees to pay the Company all insurance Proceeds collected (including advance payments) from its insurance policy(s) as stated on the payment remittance and/or proof of loss statement for the Company's Work, including all overhead & profit and applicable taxes within 10 days of receipt of payment(s).
8. This Work Authorization shall be governed by the laws of the state in which the services were rendered.

The Customer and Company hereby agrees to be bound by all the terms and conditions in this Authorization as set forth and stated on the front and reverse side of this Authorization. Each person executing this Authorization hereby represents that he or she has the authority and power as an agent, to bind the party on behalf of whom he or she has executed this Authorization for.

THE CUSTOMER:

(Seal) 615-417-0964
Signature: Theresa Lowe, President, SOA

Print Name: Theresa Lowe

Date: 10/20/18

THE COMPANY:

Signature: [Signature]

Print Name: PJ Johnson

Date: 10-20-2018

General Provisions:

1. **Supplemental Claims:** In the event further damage occurs, additional damage is discovered that was not submitted on the original estimate or items on the original estimate were not paid in full by the insurance carrier(s), the Customer agrees to file a supplement(s), request appraisal(s) or engage in remedies to resolve disputes as outlined within their insurance policy(s), within 10 business days of written notice given to the Customer by the Company. If the Customer doesn't engage in meaningful participation within 10 days of written notice by the Company, the Customer accepts full liability of the entire disputed cost and will remit payment in full to the Company within 10 business days.
2. **Professional Agent(s):** If the Customer directly hires and/or contracts with any professional agent(s), consultant(s), public adjuster(s), attorney(s) etc., the Customer agrees to accept full liability of the cost or fee(s) associated. However, at the written request of the Company, the Customer agrees to hire and incur the full expense of professional agents (i.e. engineers, consultants, public adjusters, appraisers, attorneys, etc.) to help prepare documentation, certified reports, and/or represent during appraisal, mediation, or litigation in resolving any disputes with its insurance carrier(s), as it pertains to the Company's Work.
3. **Insurance Policies:** If the insurance policy(s) provided to the Company by the Customer has been canceled, modified or is not valid, the Customer agrees to accept full liability of the total cost of the Work performed to date, and render payment to the Company within 10 business days of written notice from the Company. Additionally, the Company may terminate the Authorization immediately without penalty.
4. **Advance Payments:** The parties agree that any advance payment(s) received are designated to assist the Company with its cost and expenses for the mitigation and remediation services. Accordingly, the Customer agrees to remit all advance payments to the Company in full upon receipt.
5. **Late Fees:** All past due invoices per each 30 days, shall accrue interest at 5% ~~or at the highest rate allowed by law~~ *37.9% per annum* *10/20/18*
6. **Indemnification:** The Customer and Company shall both indemnify and hold each other, its owners and agents harmless from all claims, damages, losses and expenses, including, but not limited to, attorneys' fees, resulting from injuries from accessing the Property workspace.
7. **General Conditions:** The Customer is fully responsible for the cost of its deductibles, non-recoverable depreciation, change orders, requested upgrades, policy exclusions, and code compliances, as stated. Cost incurred in these category's will be due by the Customer to the Company within 30 days of completion.
8. **Personal Property:** Prior to the start of the Company's Work, the Customer, tenants, owners or agents must remove all valuables or dangerous items from the Property. The Customer, tenants, owners or agents must also remove any items which the Customer, tenants, owners or agents would prefer the Company not to handle. The Company will not and cannot be held responsible for any lost or damaged items not removed by the Customer, tenants, owners or agents.
9. **Services Sequence:** At the sole discretion of the Company, completed mitigation Work must be settled to an agreed scope and paid in full before permanent repairs begins.
10. **Dispute Resolution:** It is fully agreed by both the Customer and Company that any disputes arising under this Authorization shall be resolved pursuant to the following procedure(s):
 - A. The Company may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to the resolution of any dispute.
 - B. **Mediation.**
 - i. In the event of any claim, dispute or other matter in question arising out of or related to this Authorization, the parties agree to meet face to face, and within two (2) weeks of written demand by either party, to informally mediate the claim or dispute as a condition precedent to the institution of arbitration proceedings by either party. The informal mediation must be held in the place where the Project is located, unless another location is mutually agreed upon.
 - ii. In the event that the informal mediation fails, either party may initiate arbitration proceedings as set forth within.

- iii. The parties must be represented at the informal mediation by representative(s) authorized to bind the parties to any agreements reached therein. The parties may include their attorneys in the informal mediation. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.
- iv. It is agreed by both parties that all Work will cease until any written disputes are resolved, unless agreed upon in writing by both parties.

D. Arbitration.

- i. In the event that informal mediation fails, then the parties agree to arbitrate any and all claims, disputes or other matters in question arising out of or related to this Authorization within 60 days of notice by either party. The Company, however, may commence litigation in order to prosecute a lien claim. In addition, the parties may commence a court action to enforce an arbitration award. In each event, however, each party agrees to resolve all disputes in arbitration rather than in court.
- ii. The arbitration shall be in accordance with the Construction Industry Arbitration Rules and Procedures of the American Arbitration Association currently in effect.
- iii. Request for arbitration shall be filed in writing with the other party to this Authorization. As set forth above, arbitration shall proceed in advance of legal or equitable proceedings. It is agreed by both parties that the judgment of the arbitration proceedings shall be the final resolution to the dispute between the Customer and the Company.
- iv. It is agreed that both parties will equally split the cost associated with the arbitration hearing. However, the prevailing party shall be entitled to its award, arbitrator's fee, reasonable attorney's fees, cost of liens, and late charges.
- v. The arbitration shall be held in the place where the Project is located, unless another location is mutually agreed upon.
- vi. If either party fails to participate in arbitration, as outlined within, the nonparticipating party accepts full liability of the entire disputed cost and will remit payment in full to the participating party within 10 business days. The participating party may commence a court action to collect its disputed cost.

11. Termination of the Authorization:

- A. **Termination for Cause.** Upon a material breach of this Authorization by either party, and subject to any conflicting procedures herein, the non-breaching party may terminate this Authorization by following this procedure:
 - i. Non-defaulting party must provide notice, in writing, to the defaulting party of their default.
 - ii. The defaulting party has fourteen (14) business days upon receipt of the notice to cure the default. If the defaulting party is unable to reasonably cure the default within fourteen (14) business days, the defaulting party must provide to the non-defaulting party a description of the reasonable actions the defaulting party will take to cure the default.
 - iii. If the defaulting party fails to cure as set forth above, then the non-defaulting party may give notice to the defaulting party that the Authorization is terminated and proceed to enforce its rights against the defaulting party set forth within this Authorization.
 - iv. In the event that the Company is the defaulting party, the Customer shall remit payment due to the Company for the portion of the Work completed, including overhead and profit, as it pertains to the Work.
 - v. In the event that the Customer is the defaulting party, the Customer agrees to remit payment to the Company for all services rendered to date including overhead and profit, cost and expenses associated with the Work, lost profits, as it pertains to the completed and non-completed Work.
- B. **Termination for Convenience:**

If the Customer terminates this Authorization for convenience, has received or is receiving Insurance Proceeds, elects not to have the Company perform or complete any of the Work, the Customer agrees to remit payment in full to the Company for all completed Work to date including overhead and profit, cost and expenses associated with the Work, and lost profits, as it pertains to the completed and non-completed Work. Additionally, the Customer agrees to pay the Company a consulting fee for services rendered (including but not limited to, providing expert evaluation and opinion, preparing detailed professional estimates, securing bids / proposals, hiring of professional agents, preparing supporting documentation, engaging in negotiations, etc.) of (20%) twenty percent of the total recovered Insurance Proceeds for the completed and non-completed Work.

to the extent covered by insurance proceeds

Summit
Owners Association

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Work will be performed only if either (a) it is covered by Customer's insurance or (b) Customer gives express written approval, in advance, for work that is not covered by Customer's insurance. Customer is not responsible to pay for work that is neither covered by insurance nor approved by Customer as set forth above.

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as needed for the work, in installments, upon request by the Company, with payment due by Customer within 30 days of such request.