



6035 Taylor Rd. Unit A-107 Punta Gorda, FL 33950
www.flostop.pro
IICRC #8778385 MRSR3356 MRSA3188 CRC1332831

CONTRACT FOR EMERGENCY SERVICES

Print Name (Owner/Agent): Date:

Job Site/Property Address:

City: State: Zip:

Phone#

Email: Circle: Cash Contract or Insurance Claim

If Insurance Related:

Insurance Carrier:

Insurance Carrier Contact Person/Info:

Claim Number: Policy Number:

Date of Loss: Type of Loss: (Storm) (Fire) (Water) (Other)

Deductible: or Contract Amount:

Description of Emergency Services: Initials; Emergency service Mold Rebuild

Owner/Agent: for the Job Site, authorize FloStop Restoration Inc. to enter the Property, furnish materials, supply all equipment, and perform all labor necessary to protect and preserve the Property from further damage...

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.

PAYMENT TERMS

On or before the thirtieth (30th) day after the later occurring of the following (a) the day of the date all such contracted for labor, materials, and services are complete or (b) the day of the date the Company provides Owner/Agent(s) with its final invoice, Owner/Agent must pay to the Company the full amount owed to the Company for the labor, material, and services provided.

Owner/Agent: (Initials) Owner/Agent: (Initials)



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CANCELLATION

If, prior to commencement of the Company's provision of labor, materials, and services, Owner/Agent(s) cancels, rescinds, or otherwise seeks to terminate, including by making the performance of this contract impracticable, this contract, Owner/Agent(s), on or before the thirtieth day after the day of the date after such action, must pay to the Company liquidated damages equal to ten percent (10%) of the total amount of the labor, materials, and services that would have been furnished as reasonably estimated by the Company. If, after commencement of the Company's provision of labor, materials, and services, Owner/Agent(s) cancels, rescinds, or otherwise seeks to terminate, including by making the performance of this contract impracticable, this contract, Owner/Agent(s), on or before the thirtieth day after the day of the date after such action, must pay to the Company (a) the full amount owed to the Company for the labor, material, and services provided and (b) liquidated damages equal to ten percent (10%) of the total amount of the additional labor, materials, and services that would have been furnished as reasonably estimated by the Company. If Owner/Agent(s) fails to pay the Company within the time set forth in this provision, Owner/Agent(s) owes interest, of 1.5%, accrued monthly, on the full amount owed to the Company for the labor, material, and services provided, to the Company. Additionally, the Company shall be entitled to reimbursement for costs of collection (including reasonable attorney's fees and costs) of unpaid amounts by Owner/Agent(s) and for reasonable attorney's fees and costs for the breach, or enforcement, of any terms of this contract.

INDEMNIFICATION

Owner/Agent(s) waives any rights or claims Owner may have against Company for any personal injuries and/or property damages incurred by anyone other than the Company and/or the Company's subcontractors on the property during the period of work, and shall indemnify, defend and hold the Company harmless from any claims asserted for such alleged injuries and/or damage. Owner/Agent(s) shall hold the Company harmless and shall defend and indemnify the Company for any claims, actions, suits, awards, damages, or other liability, including, without limitation, attorney's fees, professional witness fees, court costs, and other charges, arising out of or related to (i) Owner's/Agent's breach of any term, condition, or representation in this Agreement; or (ii) arising out of or related to any claims, actions, awards, liabilities, or damages for any injury to person or personal property arising out of Owner's/Agent's visits (including invitees and guests) to the premises and/or residence.

RIGHT TO CURE & RECOVERY FUND

FLORIDA LAW (CHAPTER 558, FLORIDA STATUTES) CONTAINS IMPORTANT REQUIREMENTS YOU MUST FOLLOW BEFORE YOU MAY FILE A LAWSUIT FOR DEFECTIVE CONSTRUCTION AGAINST A CONTRACTOR, SUBCONTRACTOR, SUPPLIER, OR DESIGN PROFESSIONAL FOR AN ALLEGED CONSTRUCTION DEFECT IN YOUR HOME. SIXTY DAYS BEFORE YOU FILE YOUR LAWSUIT, YOU MUST DELIVER TO THE CONTRACTOR, SUBCONTRACTORS, SUPPLIER, OR DESIGN PROFESSIONAL A WRITTEN NOTICE OF ANY CONSTRUCTION CONDITIONS YOU ALLEGE ARE DEFECTIVE AND PROVIDE YOUR CONTRACTOR AND ANY SUBCONTRACTORS, SUPPLIERS, OR DESIGN PROFESSIONALS THE OPPORTUNITY TO INSPECT THE ALLEGED CONSTRUCTION DEFECTS AND MAKE AN OFFER TO REPAIR OR PAY FOR THE ALLEGED CONSTRUCTION DEFECTS. YOU ARE NOT OBLIGATED TO ACCEPT ANY OFFER MADE BY THE CONTRACTOR OR ANY SUBCONTRACTORS, SUPPLIERS, OR DESIGN PROFESSIONALS. THERE ARE STRICT DEADLINES AND PROCEDURES UNDER FLORIDA LAW.

PAYMENT MAY BE AVAILABLE FROM THE CONSTRUCTION INDUSTRIES RECOVERY FUND IF YOU LOSE MONEY ON A PROJECT PERFORMED UNDER CONTRACT, WHERE THE LOSS RESULTS FROM SPECIFIED VIOLATIONS OF FLORIDA LAW BY A STATE-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:

Construction Industry Licensing Board
1940 N. Monroe Street
Tallahassee, Florida, 32399-0784.
Telephone: 850-487-1395

ACCEPTANCE

WE THE UNDERSIGNED, have read, understand and agree to each of the provisions of this contract and hereby acknowledge receipt of a copy of this contract.

Owner/Agent (print)

Owner/Agent (signature)

Agent for the Company

Owner/Agent: _____
(Initials)

Owner/Agent: _____
(Initials)