

CONTINGENCY
CONTRACT

Homeowner: _____

Property Address: _____

Primary Phone: _____ Cell Phone: _____

Email: _____

Insurance Provider: _____ Claim Number: _____

Mortgage Company: _____ Loan Number: _____

Mortgage Phone Number: _____

Total Job Cost: \$ _____ Deductible \$ _____

Supplements: \$ _____

This written contract, taken together with any applicable insurance estimates, shall constitute the entire agreement between the parties named hereinabove, and supersedes all other agreements, understandings, negotiations, discussions, whether oral or written, of the parties. There are no representations or agreements between the parties in connection with this contract except as specifically set forth herein.

The commencement of work is established when the claim (if applicable) is approved by insurance or when tarp is placed on the roof of the subject residence or when Prestige Contracting has scheduled the work to begin. Prestige Contracting may adjust the work schedule, as needed, due to unforeseen changes in weather conditions or other factors that may affect Prestige Contracting's work schedules.

I agree to allow Prestige Contracting LLC to contact my insurance provider and meet my insurance adjuster to discuss any damage and payment to restore the above listed property.

I agree to allow Prestige Contracting LLC to contact my mortgage company regarding the claim involved in the loan number above.

I understand that my insurance provider will supply an estimate/loss summary for damage and cost of repairs. I agree to provide this report to Prestige Contracting LLC upon receipt from insurance provider.

I understand that I am contracting Prestige Contracting LLC to complete the agreed upon repairs based on the insurance loss summary.

I understand that I am fully responsible for payment of the entire project cost, whether or not my insurance company covers the loss.

I agree to authorize and allow my insurance provider/adjuster to direct payment to Prestige Contracting LLC and that failing to do so is a material breach of this contract.

_ I understand that in the event that my insurance provider pays for the total cost of repairs per the loss summary, it is still my responsibility to pay my deductible directly to Prestige Contracting LLC upon start.

_ I understand that any upgrades or additional work requested by myself to Prestige Contracting LLC will not be covered by my insurance loss and is wholly my financial responsibility which will be paid in full immediately upon agreement of changes with homeowner.

_ I understand that if I do not pay Prestige Contracting in full per the insurance loss/summary. I will be held responsible for paying any attorney and court fees associated with this claim.

_ I understand that if my insurance policy does not cover codes upgrades or if my policy does not cover certain standards to complete my project I am responsible for those incurred costs.

_ I understand this is a binding contract guaranteeing Prestige Contracting LLC the ability to perform the scope of work per the insurance loss/summary. If my insurance company denies my claim and no payments are issued, any and all agreements will be null and void.

_ I understand that if I do not fulfill or complete the insurance scope of work per the insurance loss/summary approved by my insurance I am responsible to pay Prestige Contracting 20% of the total amount of the insurance scope of work per the loss/summary approved by my insurance provider.

_ I agree to hire and retain Prestige Contracting LLC (the "Contractor") to perform all repairs and restoration services related to the insurance claim and loss identified with the claim number and date above (the "Claim"). I agree to authorize the Contractor to pursue all repairs related to the Claim at a price agreeable to the insurance company identified above (the "Insurer"). I authorize the Contractor to contact the Insurer and meet my adjuster to discuss any matter related to the Claim. I agree to allow the Contractor to contact my mortgage company regarding the Claim as it relates to any loan or mortgage on the property.

_ I understand that the Insurer will supply an estimate/loss summary for damage and cost of repairs. I agree to provide this report to Contractor. I understand that I am hiring the Contractor to complete the agreed upon repairs based on the estimate/loss summary. I agree that the Contractor is not responsible for investigating, identifying or repairing any structural abnormalities or deficiencies not identified or specified in the estimate/loss summary or otherwise covered by the Claim. I agree that the Contractor is not responsible for providing any financial or legal advice regarding the Claim and that the Contractor is not acting in a fiduciary capacity for me.

_ I agree to pay to the Contractor all insurance proceeds related to the Claim, including all payments for modifications and approved change orders, as compensation for all services provided by the Contractor, including, but not limited to, inspecting, estimating, negotiating and repairing, as well as all overhead and profit paid by the Insurer. I authorize and direct my Insurer to make any and all Claim payments directly to Contractor. I understand that my

Insurer will pay for the total cost of repairs per the loss summary, minus deductible. I understand and agree that it is my responsibility to pay my deductible directly to Contractor upon the start of work. If my Insurer denies my Claim, this Contingency Contract is void at the option of the Contractor.

_I understand that any upgrades or additional work requested by me will not be covered by Insurer and is wholly my financial responsibility which will be paid, in full, no later than the day of completion. I agree to pay to the Contractor directly for any materials provided or services performed that the Insurer fails to pay. I agree that I will make such payments with or without a written change order.

_By signing this contingency contract, I acknowledged that I have fully read this contract, all terms and conditions associated contained herein as well as the Additional Terms and Conditions attached hereto and found on the website (www.prestigecontracting.com), and the scope of work proposed by the Contractor and agree with all provisions of this contract, these terms of service, the Additional Terms and Conditions, and the proposed scope of work. I understand this is a binding contract between me and the Contractor.

_I agree that if any part of this contract is found to be unenforceable, both parties agree that the remainder of contract survives. This contract and the rights of the parties hereunder shall be governed by and construed in accordance with the laws of the State of Georgia. The parties agree that any actions stemming from this contract shall be initiated, prosecuted, and maintained in the Superior Court of Henry County, Georgia. The parties consent and submit to the jurisdiction and venue of such court and agree to waive and will not assert defenses of lack of jurisdiction or improper venue in any such action filed in this court. This contract and the Additional Terms and Conditions attached hereto constitute the entire agreement of the parties. No modification or amendment to this contract shall be valid unless in writing and signed by all parties. Time is of the essence in this contract.

_I agree to endorse any and all payments from Insurer over to Contractor upon receipt, sent to Prestige Contracting LLC, 2987 Clairmont Road #225, Atlanta, GA 30329. Payment in full is due upon completion of work. Accounts not paid in full within five (5) days of the date of completion are in default. In the event of a default, interest shall accrue on the unpaid amount from the date of the default at the rate of 1.5% per month or the maximum amount allowed by law, whichever is less. The Insured agrees to pay all necessary costs, expenses and reasonable attorney's fees actually incurred if any amount owed hereunder is referred to a collection agency or attorney for collection by Contractor.

_No refunds.

ALL HOMEOWNERS MUST SIGN OR THIS CONTRACT IS VOID AT THE OPTION OF THE CONTRACTOR.

ADDITIONAL TERMS AND CONDITIONS

1. Contractor reserves the right to file for supplemental insurance repairs as necessary which will become part of this contract.

2. The Insured agrees to notify Contractor within 48 hours of any leak on the property and make residence available to Contractor for timely response. Insured agrees to take immediate action to prevent further damage.
3. Insured agrees to allow Contractor to communicate directly with mortgage lender, when applicable, to facilitate prompt processing of claim checks and to coordinate mortgage lender inspections as required.
4. Contractor agrees to provide all documentation and lien releases as required by mortgage lender.
5. Vibration from repairs may be transmitted during work performance. Insured assumes responsibility for all personal or decorative items hung on walls, soffits and ceilings. Insured expressly waives any claim against Contractor for damages related to these items.
6. Contractor will inspect for code compliance and ordinance and law coverage when applicable. Code upgrades not covered by the Claim will be communicated to Insured by Contractor and shall be paid for by Insured if any such work is done by Contractor. Preexisting structural or appearance deficiencies are not the responsibility of Contractor.
7. Pets are the sole responsibility of the Insured. Pets will be kept out of the work area at all times.
8. Insured agrees to make residence available to Contractor to ensure timely repairs. Contractor will provide lockbox for key control when applicable. (Disclaimer: No bailment is created by lockbox. Contractor is not responsible for personal contents, vandalism or theft from premises during course of restoration project.)
9. All materials provided by Contractor will be free from defect and will be comparable or better in quality as existing materials. All excess building materials are the property of Contractor.
10. Contractor is not liable for damages caused by acts of God.
11. Providing an exact match of building components is not guaranteed by Contractor. Materials are subject to availability from manufacturer.
12. Contractor agrees to schedule final walk through with Insured upon completion to ensure customer satisfaction.
13. The work covered by this contract shall be deemed to have been completed by Contractor upon approval of the work by Insurer or payment by Insurer of the final payment on the Claim, whichever occurs sooner. Contractor **MAKES NO WARRANTY, EXPRESS OR IMPLIED, AS TO ANY IMPLIED WARRANTIES, INCLUDING THE WARRANTY OF MERCHANTABILITY OR OF THE FITNESS FOR USE, CONDITION, PERFORMANCE, OR ADEQUACY OF ANY ITEM, COMPONENT, OR SYSTEM INSTALLED OR UTILIZED BY CONTRACTOR.**
14. Any and all upgrades or additional work requested by the Insured that is not approved by the Insurer will be the sole responsibility of the Insured. If Insured requests a change to the scope of the work covered by this contract and Contractor agrees to make the change, Contractor may issue a change order to Insured with respect to such work (but is not required to do so) and Insured agrees to pay Contractor for all work covered in such change order.
15. Insured agrees to timely endorse, deliver, and transfer any checks, drafts, or payments made payable to them immediately to Contractor upon receipt; time is of the essence in this regard.
16. The parties understand and agree that the Contractor and its employees and agents assume no liability or responsibility for the costs of repairing or replacing unreported defects or deficiencies not covered by the insurance Claim or loss.
17. Contractor may cease work and may also terminate this contract if Insured fails to pay Contractor any amounts owed under this contract when due, and in any such event, Contractor shall calculate the value of the work completed by Contractor, notify Insured of such value and Insured shall pay Contractor said value of all such work that has been completed by Contractor within (10) ten days of receipt of an invoice from Contractor.

18. **THE PARTIES AGREE THAT, IN ANY EVENT, CONTRACTOR AND ITS EMPLOYEES, AGENTS, AND PRINCIPALS, SHALL NOT BE LIABLE TO THE INSURED OR ANY OTHER PARTY FOR ANY AND ALL CLAIMS, LOSSES, EXPENSES, INJURIES, OR DAMAGES ARISING OUT OF OR IN ANY WAY RELATED TO THIS CONTRACT, OR THE SERVICES AND MATERIALS PROVIDED UNDER THIS CONTRACT, BY REASON OF ANY ACT OR OMISSION, INCLUDING BREACH OF CONTRACT OR NEGLIGENCE NOT AMOUNTING TO A WILLFUL OR INTENTIONAL WRONG, IN AN AMOUNT EXCEEDING THE TOTAL COMPENSATION ACTUALLY RECEIVED BY CONTRACTOR UNDER THIS CONTRACT. FURTHER, THE PARTIES AGREE THAT CONTRACTOR AND ITS EMPLOYEES, AGENTS, AND PRINCIPALS, SHALL NOT BE LIABLE TO THE INSURED OR ANY OTHER PARTY FOR ANY PUNITIVE OR SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO, LOST PROFITS, LOSS OF USE, AND COSTS OF REPLACEMENT, CAUSED BY CONTRACTOR'S NEGLIGENCE, BREACH OF CONTRACT, OR ANY OTHER CAUSE WHATSOEVER.**
19. In the event of a claim by the Insured that a structure, system, or component of the premises installed or repaired by the Contractor was defective or improperly installed or repaired, the Insured agrees to notify Contractor at least 72 hours prior to repairing or replacing the system or component. The Insured further agrees to provide the Contractor an opportunity to cure any alleged defect or improper installation at least ninety (90) days prior to repair, replacement, or any legal action by the Insured. Failure to abide by this paragraph will waive and forever bar any claim relating to such system, structure or component.
20. If Insured is an entity, then each and every person signing the contract on behalf of Insured, notwithstanding anything contained herein or on any signature line to the contrary, such signing this contract on behalf of Insured, in addition to signing in a representative capacity, is by signing this contract, also signing individually and is personally agreeing to be bound by all of the obligations of the Insured hereunder, said personal obligations being joint and several with the Insured.
21. **INSURED AGREES TO TAKE ANY LEGAL ACTION ARISING OUT OF THIS CONTRACT, OR THE SERVICES AND MATERIALS CONTEMPLATED BY THIS CONTRACT, WITHIN SIX (6) MONTHS FROM THE DATE OF COMPLETION OF SUCH WORK WHICH FORMS THE BASIS OF INSURED'S CLAIM, OR THE CLAIM AGAINST THE CONTRACTOR WILL BE WAIVED AND FOREVER BARRED.**
22. Insured agrees to notify Contractor in writing of cancellation within three (3) days of signing the Contract. If the Contract is cancelled more than three (3) days after signing by Insured and prior to Contractor beginning work on behalf of Insured (an "Untimely Cancellation"), the parties agree that the actual injury suffered by the Contractor will be difficult or impossible to accurately estimate. Accordingly, Insured agrees to pay the Contractor an amount equal to 40% of the price of work as liquidated damages, not as a penalty, which both parties agree is a reasonable pre-estimate of the injury suffered by Contractor due to the Untimely Cancellation. The Contractor agrees to accept such payment as reasonable and just compensation the injury suffered due to the Untimely Cancellation. This contract may not be cancelled by Insured once the Contractor has begun any work on behalf of Insured.
23. Materials provided by the Contractor may have a separate warranty from the manufacturer of said materials, but Contractor does not give any additional warranties with respect to such materials. Contractor does not assume responsibility for any material warranties including color inconsistencies.

LIMITATION OF LIABILITY, EXCLUSIONS AND INDEMNIFICATION. Prestige Contracting shall not be liable to me or any party for any indirect, consequential, incidental or other damages that occur as a result of work being performed under this contract (including but not limited to damage to landscaping, interior sheet rock, exterior siding, vehicles parked on property, pest control system barriers, light fixtures, mirrors, pictures, telephone and/or security lines, vehicles entering or exiting the property or work zone, walls, ceiling, electrical outlets or systems, attics and its contents, air conditioning

lining that runs too close to the roof, or driveways.)

I warrant that I have all necessary power and authority to execute, deliver and perform obligations under this contract. This contract constitutes a valid and binding obligation of the undersigned. You agree to provide all documents and information to Prestige Contracting necessary for submission of claims to my insurer, for payments to be made by my insurer and mortgagee(s). By signing this document I am signing that I understand these terms and conditions.

I agree to grant Prestige Contracting access to the exterior and interior of the property as required and deemed necessary as requested for the duration of the project.

_____/_____
Homeowner Print Sign
Date:_____

_____/_____
Prestige Contracting LLC Print Sign
Date:_____

ADDENDUM FOR ROOFING CONTRACTS ONLY

You may cancel this contract at any time before midnight on the fifth business day after you have received written notification from your insurer that all or any part of the claim or contract is not a covered loss under the insurance policy. This right to cancel is in addition to any other rights of cancellation which may be found in state or federal law or regulation. See the below notice of cancellation form for an explanation of this right.

NOTICE OF CANCELLATION

If you are notified by your insurer that all or any part of the claim or contract is not a covered loss under the insurance policy, you may cancel the contract by mailing or delivering a signed and dated copy of this cancellation notice or any other written notice to Prestige Contracting, LLC at _____ at any time prior to midnight on the fifth business day after you have received such notice from your insurer.

I HEREBY CANCEL THIS TRANSACTION.

Signature

Date

Printed Name of Homeowner

