



SOUTHERN FLORIDA  
RESTORATION

THE FOLLOWING TERMS ON BOTH SIDES ARE AGREED TO BY THE  
CUSTOMER & SFR SERVICES LLC (CGC#1528824 & CCC#1332477)  
MUST BE SIGNED BY ALL POLICYHOLDERS

Accepted by: \_\_\_\_\_ Printed Name: \_\_\_\_\_ Date: \_\_\_\_\_

Accepted by: \_\_\_\_\_ Printed Name: \_\_\_\_\_ Date: \_\_\_\_\_

Street/City/ ST/ ZIP: \_\_\_\_\_

Phone (home): \_\_\_\_\_ (cell): \_\_\_\_\_ Mortgage: \_\_\_\_\_

Adjuster Info: \_\_\_\_\_ Insurance: \_\_\_\_\_ Claim: \_\_\_\_\_

Questions can be directed to your SFR representative (Signature/Phone): \_\_\_\_\_

I, the owner of the above property, authorize SFR Services, to enter my property and provide all services and furnish all materials necessary to preserve and protect my property from further damage. Additionally, in consideration for these repairs and SFR Services' promise to provide all work approved or paid for by my insurance company, I agree to assign my insurance benefits to SFR Services, subject to the terms and conditions in this contract. This Assignment of Benefits is effective on the date last signed ("Effective Date"), between the undersigned customer(s) ("Customer") and SFR Services, LLC ("Company") (collectively, "Parties"), subject to the terms and conditions herein:

**AUTHORIZATION/ACCESS:** Customer authorizes Company to enter property described herein ("Property"), furnish materials, supply all equipment, and perform all labor necessary to preserve and protect the Property. Customer hereby assigns Customer's insurance claim ("Claim") to Company in consideration for Company completing the scope of work approved or otherwise paid for by Customer's insurance company ("Carrier") under Customer's insurance policy(ies) covering the Property ("Policy"). Customer is responsible for any interruption of the Services (and any related damages or claims) caused by Customer's failure or refusal to provide such access. Customer shall, within 30 days of the Carrier approving or otherwise paying for the Claim, select the specific materials and colors to be provided by Company, as limited by the Carrier's payment and/or approval of same.

**ASSIGNMENT OF BENEFITS:** Customer assigns all insurance rights, benefits, proceeds, claims, causes of action, and supplementary claims under all applicable insurance policies (collectively, "Benefits") to Company for the Services rendered or to be rendered by Company. Company will provide all labor and materials for the scope of work approved by or paid for by Carrier (collectively, "Services"). Company shall commence provision of the Services within 36 months of the Effective Date ("Commencement Date"). Customer directs Carrier to release all information requested by Company, its representatives, and Company's attorney for to obtain the Benefits from Carrier. Customer hereby authorizes and unequivocally directs Carrier to deliver any and all payments related to the Claim solely to Company, and any and all check(s) to be made payable jointly to the Parties. Company must provide a copy of this Agreement to the Carrier within 3 business days after the date this Agreement is executed or the date on which work begins, whichever is earlier.

**PAYMENT:** Customer's only out-of-pocket obligations are Customer's deductible, any betterment ordered and performed approved by Customer, and any contracted work performed before this Agreement's rescission (collectively, "Customer's Obligations"). Payment terms are net-30 days to Company after Customer receives a check. Without limiting Company's rights herein, Customer agrees to pay or disburse money received from the Carrier or schedule mortgage inspections in accordance with the percentage of Company's work completed at the Property, and Company may stop work if Customer does not schedule inspections or pay or disburse such monies within 7 days of receiving such request. Customer shall pay all of Company's attorney's fees and costs incurred by Company in connection with collecting any amounts due which are related to Customer's Obligations. Company is hereby appointed as Limited Power of Attorney for the sole purpose of giving Company the power to endorse and deposit in its account any insurance or mortgage company check received as payment for authorized services which has both the Customer(s) and Company as payees. The power of attorney coupled with an interest is given as security for payment of services rendered by Company.

**WARRANTY:** Contingent upon full and timely payment of all amounts due, Company warrants all workmanship covered by this Agreement for two years from the earlier of (i) the date Company ceases work on the Property, or (ii) the date Company's building permit is closed (either, the "Termination Date"). To make a warranty claim, Customer must file a warranty claim directly with Company within 7 days of the cause of the claim. Company shall not be responsible for any repairs caused by or made more costly by Customer's failure to provide prompt notice of same. Upon receipt of warranty claim, Company shall be entitled, but not required, to inspect the Property (which inspection may take up to 10 business days) and otherwise investigate the warranty claim. Customer shall fully cooperate with such investigation, including without limitation, providing all requested documents, giving oral and written statements, and allowing

inspection of the Property. All warranty work must be completed by Company or third parties authorized by Company. Any work performed without Company's authorization nullifies all warranty claims related to such work.

**LIMITATION:** Company is not responsible for damage caused by the acts or omissions of other parties, trades, or contractors, lightning, winds of 50+ mph, hail storms, hurricanes, tornadoes, floods, earthquakes, or other unusual phenomena of the elements; structural settlement; failure, movement, cracking or excess deflection of the roof deck; defects or failure of materials used as a roof substrate over which Company's roofing material is applied; faulty condition of parapet walls, copings, chimneys, skylights, vents, supports, or other parts of the Property; vapor condensation beneath the roof; penetrations for pitch boxes; erosion, cracking and porosity of mortar and brick; dry rot; stoppage of roof drains and gutters; penetrations of the roof from beneath by rising fasteners of any type; inadequate drainage, slope or other conditions beyond Company's control which cause ponding or standing water; any events that would be insured against in the Policy; termites or other insects, rodents, or other animals; or fire. If Customer's roof fails to maintain a watertight condition because of damage by reason of any of the foregoing, Company's warranty shall immediately become null and void unless such damage is repaired by Company, as recommended by Company, at Customer's expense. Company shall not be responsible for any damage resulting from vibrations, including without limitation interior drywall damage, nail pops, or disconnection of chimneys, flues, air ducts, ventilation shafts, exhaust vents, furnace vents, or sewer vents. Company is not responsible for damage arising from delay due to inclement weather, strikes, fires, accidents, delays in shipments or delivery of materials, or any causes beyond Company's control. Customer agrees that Company does not warrant workmanship or materials not provided by Company and is not responsible for latent defects in materials, nor for rework required as a result of the acts of others.

**PERSONAL PROPERTY:** Company shall not be responsible for protection of the Property, except to provide that protection which is specifically called for under the specifications provided by this Agreement. Customer shall remove, store and protect Customer's personal property during Company's work. All work shall be completed in a workmanlike manner, according to standard industry practices. The Services are subject to change upon discovery of hidden defects.

**MISC:** Company agrees to indemnify and hold harmless Customer from all liabilities, damages, losses, and costs, including, but not limited to, attorney fees, should the Policy subject to this Agreement prohibit, in whole or in part, the assignment of benefits. Customer hereby indemnifies and holds Company harmless for all harm related to or caused by Customer's failure or refusal to allow Company to provide Company's recommended services or to follow Company's recommended procedures. If any portion hereof is held to be invalid or unenforceable by a court of competent jurisdiction, the Parties agree that such term shall be reformed as necessary to make such term valid and enforceable while adhering as closely as possible to the original term and further agree that the remaining terms hereof shall remain in full force and effect. The Parties further waive the right to claim that they were induced to enter into this Agreement by anything except the terms hereof. This is the entire agreement between the Parties and supersedes all prior agreements, understandings, negotiations, and discussions, whether oral or written, of the Parties. Company is hereby appointed as Limited Power of Attorney for the purpose of giving Company the power to hire an attorney, public adjuster, or other entities deemed necessary in the resolution of the entire claim. You have the right to cancel this agreement without penalty or fee within 14 days after the date this agreement is executed, at least 30 days after the date work on the property is scheduled to commence if the assignee has not substantially performed, or at least 30 days after the execution of the agreement if the agreement does not contain a commencement date and the assignee has not begun substantial work on the property.

**YOU ARE AGREEING TO GIVE UP CERTAIN RIGHTS YOU HAVE UNDER YOUR INSURANCE POLICY TO A THIRD PARTY, WHICH MAY RESULT IN LITIGATION AGAINST YOUR INSURER. PLEASE READ AND UNDERSTAND BOTH SIDES OF THIS DOCUMENT BEFORE SIGNING IT. YOU HAVE THE RIGHT TO CANCEL THIS AGREEMENT WITHOUT PENALTY WITHIN 14 DAYS AFTER THE DATE THIS AGREEMENT IS EXECUTED, AT LEAST 30 DAYS AFTER THE DATE WORK ON THE PROPERTY IS SCHEDULED TO COMMENCE IF THE ASSIGNEE HAS NOT SUBSTANTIALLY PERFORMED, OR AT LEAST 30 DAYS AFTER THE EXECUTION OF THE AGREEMENT IF THE AGREEMENT DOES NOT CONTAIN A COMMENCEMENT DATE AND THE ASSIGNEE HAS NOT BEGUN SUBSTANTIAL WORK ON THE PROPERTY. HOWEVER, YOU ARE OBLIGATED FOR PAYMENT OF ANY CONTRACTED WORK PERFORMED BEFORE THE AGREEMENT IS RESCINDED. THIS AGREEMENT DOES NOT CHANGE YOUR OBLIGATION TO PERFORM THE DUTIES REQUIRED UNDER YOUR PROPERTY INSURANCE POLICY.**