

# EMERGENCY SERVICE AUTHORIZATION



**RESTORATION CONSULTANTS, INC.**

110 Longview Circle Alabaster, AL 35007

Office:(205) 620-4141 FAX: (205) 620-4869 Web: 4rci.com

## GENERAL ►

\_\_\_\_\_ (Customer/Ownership Entity)  
herein referred to as "Customer", authorizes Restoration Consultants, Inc. (RCI)  
, Inc. and their agents and employees to perform any and all necessary debris  
removal and cleanup, et al, emergency work and/or restoration services on  
Customer's property at:

*Enter  
address here:*

All emergency work, temporary dry-in services (roof related) is performed on an hourly time, material and equipment rental basis, subcontractor costs, plus overhead and profit. Hourly rates will vary between supervision, skilled trade and unskilled labor. Time is subject to overtime rates for nights and weekends. Owner understands that the nature of this work is emergency and temporary in basis and there are no warranties expressed or implied. Attached hereto is RCI's current rate sheet. This rate sheet is for example only. Services rendered and materials supplied that are not on the rate sheet will be invoiced at RCI's current rate. In order to expedite payment to RCI, Customer hereby appoints RCI as attorney-in-fact, authorizing RCI to endorse Customer's name, and to deposit Insurance Company checks or drafts for RCI services. Customer agrees to pay customer's insurance deductible that applies to this claim. If the loss, emergency work, or any portion thereof is not covered by the Customer's insurance company, Customer agrees to pay the total amount to RCI immediately upon receipt of the invoice amount. It is fully understood that Customer and its agents, successors, assigns, and heirs are personally responsible for any and all deductibles, depreciation, or any costs not covered by the Insurance Company. All amounts due under this agreement are the responsibility of the Customer and are immediately due and payable upon completion of work.

The liability of RCI is expressly limited to the total amount of the services authorized herein. Should RCI submit this account for collection, customer agrees to pay interest at 1.5% per month or at the highest rate allowed by law, court costs, reasonable attorney fees and all costs of collection. Customer agrees that RCI is working for the Customer and not the Insurance Company or agent/adjuster.

## SCOPE OF WORK ►

*Enter  
details here:*

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**RATES ►**

Rates for services shall be in accordance with the attached RCI Rate Sheets, which are signed and/initialed by the Customer and RCI and are incorporated herein as part of this agreement. Any deviation from the Scope of Work, architectural drawings, or specifications, damages discovered during or after demolition or during the course of work, any code upgrades or handicap accessibility upgrades required by the City or County will be supplemental and will be added by change order as approved by the Insurance Company, Owner or Architect. Any asbestos abatement, demolition, removal or disposal is not included in this contract.

RCI will not be responsible to diagnose, correct or warranty against moisture problems that contribute to mold contamination. RCI will not warrant the removal of mold contamination and therefore, will not be responsible for the elimination of the source of the mold contamination. Mold contamination normally reoccurs if moisture problems are not resolved. Mold recontamination can reoccur due to changing climatic conditions and or possible improper original design and/or construction flaws or defects, i.e. EFIS system, waterproofing, caulking, insufficient air exchanges, etc. . One hundred percent (100%) eradication of all potential microbial infestation cannot be guaranteed, nor can permanent remediation be assured.

RCI cannot and will not warrant, guaranty or insure against the re-appearance of mold or increase of mold levels. To the fullest extent permitted by law, the Owner shall release, indemnify and hold harmless Restoration Consultants, Inc., its consultants, agents, managers, officers, directors, employees, subcontractors, or any of them, without limitation, from and against claims, damages, losses, attorney's fees and expenses arising out of or resulting from performance of the work as it relates to mold or mold remediation or its reoccurrence. Owner and Contractor acknowledge and agree that other parties have performed work on the project prior to this Agreement. Contractor is not liable for and Owner releases Contractor's agents, employees and subcontractors from any and all defects in work performed or for defects in materials used by other contractors or subcontractors prior to this Agreement or not within the Scope of Work.

Within thirty (30) days of the date of this Agreement, Owner shall provide Contractor with proof satisfactory to Contractor, in Contractor's sole discretion, that Owner has obtained financing sufficient to pay for all sums due or to become due under this Agreement. If Owner does not provide satisfactory proof within thirty (30) days of the date of this Agreement, then in that event, Contractor may suspend work on the Project until Contractor is satisfied that sufficient financing has been secured by Owner. Owner releases Contractor and its agents, employees and subcontractors from any and all damages in any way resulting from or related to Contractor's suspension of work due to Owner's failure to provide proof of sufficient financing. Customer acknowledges and agrees that all work performed pursuant to this agreement is in response to an emergency situation, is temporary in nature and is not intended to fully and finally repair the damaged area. RCI make no warranties of habitability, fitness for a particular purpose or any other warranty whatsoever.

**SIGNED ►**

Authorized Agent:

Contractor:

\_\_\_\_\_  
Authorized By

\_\_\_\_\_  
Authorized By

\_\_\_\_\_  
Signature (Customer/Authorized Agent)

\_\_\_\_\_  
Signature (RCI Representative)

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date