## e-Blast 10/21/22

There will be a zoom meeting on Saturday, October 22, 2022 beginning at 2 pm. This zoom meeting will be hosted by All Dry USA. Please see the zoom meeting information below and the attached All Dry USA agreement. All Dry USA will be available to answer questions.

Sally Lawrence is inviting you to a scheduled Zoom meeting.

Join Zoom Meeting

https://zoom.us/j/97212256479?pwd=SHVpVEZtSVFTbVJGdktoQmNBNU4zUT09

Meeting ID: 972 1225 6479

Passcode: 771694

One tap mobile

+13092053325,,97212256479#,,,,\*771694# US

+13126266799,,97212256479#,,,,\*771694# US (Chicago)

Dial by your location

+1 309 205 3325 US

+1 312 626 6799 US (Chicago)

+1 646 558 8656 US (New York)

+1 646 931 3860 US

+1 301 715 8592 US (Washington DC)

+1 346 248 7799 US (Houston)

+1 360 209 5623 US

+1 386 347 5053 US

+1 564 217 2000 US

+1 669 444 9171 US

+1 669 900 9128 US (San Jose)

+1 719 359 4580 US

+1 253 215 8782 US (Tacoma)

Meeting ID: 972 1225 6479

Passcode: 771694

Find your local number: https://zoom.us/u/ay87Xbr3m

When

Saturday Oct 22, 2022 · 2pm – 4pm (Eastern Time - New York)

Location

https://zoom.us/j/97212256479?pwd=SHVpVEZtSVFTbVJGdktoQmNBNU4zUT09

View map

Guests

sallyl@alldryusa.com - organizer

ems@alldryusa.com

Martin Light

sara@alldryusa.com









## **AGREEMENT**

## <u>Authorization To Perform Services and Direction of Payment</u> Corporation EIN/Tax I.D. 46-0928130

Customer hereby engages in services at the location listed below

Job #		
Name:	E-Mail:	Tel #:
Address		
Insurance Company:	Policy #:	Claim #:

I/We, above listed, hereby hire, the above named contractor to provide Water Mitigation, Mold Remediation, Restorative services for real property, Personal Property, and Contents that I/we own and control. Services may include Noninvasive and Invasive Cleaning. Structural drying services are considered complete when restorable structural materials and contents have been returned to pre-loss equilibrium moisture content (EMC) as measured with a moisture meter on similar materials in an unaffected area of the structure if available. Mold Remediation services are considered complete by final inspection and/or a clearance test.

AGREEMENT: Customer hereby authorizes All Repair and Restoration, LLC (ADU Contractors) to provide services and submit invoices for services as becomes necessary and/or requested for the project. The customer agrees to pay for all equipment, supplies, materials, labor and costs including overhead and profit to the contractor. Estimates may not be available in advance of completed work. Customer agrees and understands that this is a binding contract for goods and services and involves the present irrevocable transfer of an interest from Customer to ADU Contractors.

<u>DIRECTION OF PAYMENT</u>: Customer agrees, demands and authorizes all insurance companies and/or representing firms or any party in receipt of insurance proceeds to make timely and direct payment to ADU Contractors at the below listed address. Payment should be made by any/all parties in the name of ADU Contractors. If payment is issued in any other name, check is to be endorsed and payment submitted to ADU Contractors within 48 hours of Customer's receipt of funds. Invoices become due and payable in full as of the date listed below. Invoices not paid within 30 days will incur interest at 1.5% per month from date of services. Discounts for programs, government, or advertisements may be applied as applicable. Customer acknowledges that a lien may be placed on the property in the event ADU Contractors does not receive timely payment of its invoices. Customer agrees that any payments made via personal check may be processed as an ACH payment. Customer acknowledges that a lien may be placed on the property in the event ADU Contractors does not receive timely payment of its invoices. In the event of cancellation payment for services rendered becomes due immediately, this bill will be issued directly to and be due from the customer.

STANDARD PRICE LIST: Commercial and after-hours services will incur additional charges. Xactimate and cost increases, charges including but not limited to amortization of equipment, fuel, insurance, collection charges, administrative, design, architectural, engineering, permitting and other factors. Customer agrees that an additional line item for Overhead & Profit is reasonable and necessary for oversight and documentation of services being provided. Xactimate is not a company price list, it is utilized as a courtesy to assist the insurance carrier or representative in the understanding of the project. Prices may vary by location and/or service. Commercial and or certain trades may be invoiced utilizing T & M rate sheet or listed as bid items plus overhead and profit or cost plus or a combination of such estimating methods.

Service Call Business Hours	\$185.00	Dehumidifier (min of 3 days)	\$125.00- 285.00
Call After Business Hours	\$285.00	Air Scrubber (min of 3 days) per 500 CFM rating	\$185.00
Water Extraction (up to 2 inches high)	\$0.99/ Sq Ft	Drying Fans (min of 3 days)	\$44.00
Remove Baseboards	\$0.95/ LF	Monitor Equipment / Moisture Content	\$155.00/ Visit
Drill Holes	\$50.00	Content Manipulation (min of 3 hours)	\$60.00/ Hr
Sanitize Deodorize / Thermal Fog	\$0.95/ Cu Ft	Cavity Drying System	\$185.00/ Day
Tarp Roof (200 Sq Ft. min) basic	\$2.95/ Sq Ft	Heated Drying System	\$485.00/ Day
Board Up- per opening minimum	\$250.00	Remove Carpet, Pad or Flooring (min 20 Sq. Ft.)	\$1.50/ Sq Ft.
Office Administration / Billing Fee	\$250.00	Inspection	\$225.00
Mortgage Processing	\$250.00	Leak Detection / Thermal or Advanced	\$550.00
Desiccant Dehumidifier Per Day	\$245 - 1995.00	Basic Clean per job minimum	\$125.00

**RELEASE OF INFORMATION AND CLAIM FUNDS:** Customer authorizes insurance companies and affiliates, financial institutions and/or mortgage companies to communicate and release information. Customer authorizes and requests all checks or drafts be issued directly to All Repair and Restoration LLC and or DBA's. The contractor is to be listed on any check or draft released. Customers hereby issue a limited power of attorney to endorse or otherwise ensure satisfactory payment for all invoices. Customer waives their privacy rights and authorizes ADU Contractors representatives to communicate with all parties regarding the project including but not limited to

services, invoices or payments issued. Customer agrees to allow the use of all photos, videos and work products in advertising or public distribution, all materials are property of ADU Contractors.

**SCHEDULING:** Tarp, water mitigation, mold remediation, content manipulation and temporary repair services can be scheduled and invoices for services rendered will be submitted for payment.

## CONTENTS:

Owner authorizes ADU to dispose of any unsalvageable property. If content storage is needed, the customer agrees to secure a storage container or unit in their own name and provide access to ADU.

**BREACH OF CONTRACT:** If the insurance company pays the customer directly, the customer shall promptly pay ADU Contractors for services rendered. If collection efforts are undertaken, customer and/or prevailing party agrees to pay reasonable attorney's fees, court costs and related expenses incurred in any collection process. The parties submit all their disputes arising out of or in connection with this Agreement to the exclusive jurisdiction of the Courts of Palm Beach County, Florida.

**RIGHT TO CURE:** Notification of issues regarding the quality of workmanship and or materials must be made within Thirty (30) days of the project, or the issue is forever waived and barred. Liability is limited to the cost of services performed. If ADU Contractors is not allowed to perform services, the Customer holds Contractor harmless for any and all damages. Customers agree that they will not disparage the Company or any of its officers, directors or employees. For purposes of this Section, "disparage" shall mean any negative statement, whether written or oral, about ADU Contractors.

LIABILITY: ADU Contractors will have no liability and shall be held harmless from and against all subrogation or claims for damages, liabilities and costs arising out of or related to the services provided, the presence, discovery or failure to discover, remove, address, remediate or cleanup environmental, biological, microbial hazards including but not limited to mold, fungus, waste, substances, materials, lead, asbestos and all other hazards unless specifically contracted to do so. Notwithstanding anything else to the contrary, the Contractor shall have no liability or responsibility for any damages and/or delays caused by others or for damages or delays either before commencement of, or during said Work, or after said Work, caused by structural faults, temperature changes and differentials, sun and weather exposure, strikes, material shortages, labor shortages, war, Acts of God, rain, wind, wind storms, fire, floods, theft, vandalism, hurricanes or any event beyond its direct and immediate control. Customers should remove all valuable personal property such as jewelry, cash, prescription medication and weapons from the work area prior to the start of any work. ADU Contractors will not be held responsible for any lost or damaged items. We have no duty, obligation or liability to you, and you expressly waive these, for any damage or claim whatsoever and to any damage arising from any investigation, testing, analysis, monitoring, cleaning, removal, disposal, abatement, remediation, decontamination, loss of use, personal injury or property damage in any way associated with the services.

**FORCE MAJEUR:** Company shall not be held liable for any delay, interruption, or failure to perform any of its obligations under this agreement, and shall be excused from any further performance, due to circumstances beyond its reasonable control, which circumstances shall include, but not be limited to, any act of God, any act of any governmental authority, insurrection, riots, national emergencies, war, acts of public enemies, terrorism, inability to secure adequate labor or material, strikes, lock-outs or other labor difficulties, failure or delay of transportation, fires, floods, storms, explosions, severe weather conditions, earthquakes, or other catastrophes or serious accidents, epidemics or embargoes.

**SEVERABILITY:** In case any provision in this Indenture or in any Security or coupon shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

**CONTRACT TIME:** Time is of the essence to this agreement and ADU Contractors will diligently pursue substantial completion of the work in exchange for payment, but will not be held liable for delays due to deliveries, weather, client or insurance carrier, scheduling of trades, unforeseen issues, permits or any other conditions beyond ADU Contractors's immediate and direct control.

I authorize and request my insurance and/or responsible party to make payment directly to ADU Contractors. AGREED AND UNDERSTOOD BY:

Customer Name(s):	 
CUSTOMER SIGNATURE: x _	Date: