

**Aqua
Express**
RESTORATION

9/18/24

AQUA EXPRESS RESTORATION, LLC
21062 Sheridan Street
Fort Lauderdale, FL 33332
Customer Service (866) 245-1211
Email: info@aquaexpressrestoration.com

Customer Information

Customer Name: Ricardo Riveros
Phone: 954-531-8100
Address: 1062 Chenille Cir
City: Weston FL 33327

State: FL
Zip: 33327
Insurance: EDISON

Date of Loss: 09/16/2024
Policy No.: -
Claim No:

Agreement for Services & Work Authorization

WHEREAS Insured is in urgent need of restoration, remediation, mitigation, or temporary repairs services based upon the loss giving rise to the Claim; and WHEREAS Insured has been, or will be, provided valuable services pursuant to this Agreement for Services by AQUA EXPRESS RESTORATION, LLC (hereinafter "EMS," and collectively with Insured the "Parties"); and WHEREAS Insured is legally required to render payment for those valuable services rendered by EMS; and WHEREAS Insured desires a means by which to resolve Insured's legal obligation to render payment to EMS without rendering payment directly to EMS; and WHEREAS EMS is willing to forego the right to direct payment by Insured for the services provided, provided that Insured complies with the terms of this Agreement for Services; The Parties now enter into this Agreement for Services.

WORK AUTHORIZATION

Insured hereby authorizes AQUA EXPRESS RESTORATION, LLC (hereinafter "EMS") to perform all actions necessary to protect the Property from further damage arising out of the loss described above (hereinafter the "Claim") including, but not limited to, removal of damaged or dangerous portions of the Property, the performance of temporary repairs required to prevent further damage to the Property including placement of tarps, application of tar, elastomeric coating, or similar spreadable water barrier, attachment of additional material to prevent the incursion or outflow of fluid, restoration of currently damaged portions of the Property, cleaning, and the application of fungicides or anti-bacterial agents, the removal or remediation of any mold located within the Property, drying out the Property, and any adjunct activities required to comply with OSHA or IICRC requirements. The foregoing authorization arises out of urgent or emergent circumstances, which, if not addressed immediately, will result in additional damage until such measures are completed.

DIRECT PAY AUTHORIZATION FOR REPAIR SERVICES

The undersigned insured hereby irrevocably request and consents to payment by your company via check to me made exclusively payable, and without other payees, directly to **AQUA EXPRESS RESTORATION, LLC**. The undersigned represents that the payment is for labor, services, and/or materials already furnished by said company for the repair and/or remediation of damages caused by the above-described loss.

AGREEMENT TO PAY

Insured agrees to satisfy all invoices provided by EMS for the services described in the section titled "Work Authorization." EMS agrees that Insured's agreement to pay is reduced by each payment under the Claim for which EMS is paid by any party. EMS agrees to forego any action to pursue payment pursuant to this section while insured remains in compliance with the remainder of this Agreement for Services. EMS further agrees to waive this agreement to pay, pursuant to the section titled "Waiver of Rights to Payment of Collection."

HANDLING BY AUTHORIZED CLAIMS HANDLER

Insured agrees to engage an Authorized Claims Handler from the "Authorized Claims Handlers List" to handle all phases of the claims process for the Claim, including but not limited to presentation, adjustment, litigation, and appeal. Insured agrees to execute all necessary documents to enable the Authorized Claims Handler to handle the Claim, including but not limited to powers of attorney and retainers for services. Insured understands that handling by an Authorized Claims Handler is a central component of the "Waiver of Rights to Payment or Collection," and as such Insured understands that if at any time this case is not being handled by an Authorized Claims Handler for a period of seven or more days for any reason, Insured is in violation of this Agreement for Services.

AGREEMENT TO COOPERATE

Insured agrees to fully cooperate with all reasonable requests of Insurer, the Authorized Claims Handler, and any professionals retained to aid with the Claim. This agreement to cooperate may include, but is not limited to:

- The provision of any required documents in Insured's possession, including but not limited to repair receipts, estimates, mortgage statements, insurance policies, and documentation from past claims;
- The execution of all necessary documents for the proper handling and prosecution of the Claim, including but not limited to powers of attorney, limited in scope to the rights and powers necessary to obtain payment for the Claim, retainers for professional services, letters of protection, work authorizations, or directions to pay;
- Appearing for any required hearings, mediations, depositions, or trials or providing reasonable alternative availability if such events are set at an unworkable date or time;
- Allowing inspections of the damaged property;
- Answering questions from the Authorized Claims Handler or other professionals retained to pursue the Obtaining the approval of EMS for the settlement and release of this Claim, unless EMS' Invoices have already been fully paid, settled, or otherwise released by EMS.

WAIVER OF RIGHTS TO PAYMENT OR COLLECTION.

IF YOU FULLY COMPLY WITH THE TERMS OF THIS CONTRACT AND COOPERATE IN THE MANAGEMENT AND LITIGATION OF YOUR CLAIM, YOU WILL OWE NOTHING TO THE COMPANY PRESENTING YOU WITH THIS CONTRACT.

If Insured fully complies with this Agreement for Services, EMS agrees to waive any and all rights to payment beyond what is recovered through the Claim and any and all associated litigation, including but not limited to settlements, payments for sanctions, undisputed indemnity payments, punitive damages, consequential damages, appraisal payments, statutory interest, and any recovery from a subsequent bad faith case. This waiver for compliance shall upon the disbursement of the final payment pursuant to any judgement or settlement, and/or upon

Copy received by Antonio M 09/18/2024 (754) 208-6211 PR

PENALTY FOR VIOLATION OF THIS AGREEMENT FOR SERVICES

IF YOU DO NOT COMPLY WITH THE TERMS OF THIS CONTRACT, DO NOT COOPERATE IN THE MANAGEMENT AND LITIGATION OF YOUR CLAIM, OR ACTIVELY PREVENT THE PROPER PAYMENT OF YOUR CLAIM, YOU WILL OWE THE COMPANY PRESENTING YOU WITH THIS CONTRACT FOR ALL SERVICES PERFORMED, THEY MAY PLACE A LIEN ON YOUR PROPERTY, AND A JUDGMENT WILL BE ENTERED AGAINST YOU

If insured fails to comply with the provisions of this Agreement for Services in any way, including but not limited to:

- by firing the Authorized Claims Handler without first obtaining a replacement Authorized Claims Handler from the "Authorized Claims Handlers List" and executing the proper paperwork to render the substitution effective at the time of the firing;
- by refusing to reasonably cooperate with the handling and/or litigation of the Claim resulting in final non- payment of the Claim
- by refusing to retain the appropriate professionals required by the Authorized Claims Handler in their handling of the Claim;
- by obtaining and withholding payment from EMS in violation of the "Disbursement Instructions," or in any other way thwarting the disbursement of funds pursuant to the "Disbursement Instructions."
- by thwarting the efforts of the Authorized Claims Handler to obtain payment for the Claim in any way, including but not limited to withdrawing the Claim, assigning any portion of the Claim to a third party, re-filing any portion of the loss underlying the Claim as an alternative Claim without the prior written agreement or instruction of the Authorized Claims Handler; or
- by refusing to comply with any of the express provisions referenced in the section titled "Agreement to Cooperate," above;

SEVERABILITY

If any portion of this Agreement for Services is held invalid or unenforceable by any court of competent jurisdiction, such invalidity or unenforceability shall not affect the remaining provisions which shall remain in full effect despite the devitiation of those portions.

INTENT

The Parties do not intend for this Agreement for Services to assign, transfer, or for EMS to acquire in any manner, in whole or in part, any post-loss benefits under the Policy. To the extent that any portion of this Agreement for Services accidentally caused the assignment, transfer, or acquisition of post-loss benefits by or to EMS and the intent of that portion could have been achieved without such assignment, transfer, or acquisition; the Parties request that this contract be equitably reformed to reflect their initial intent. The parties waive any rights they may have to a hearing prior to such an equitable reformation.

then Insured agrees that they are in violation of this Agreement for Services. Upon any violation of the terms of this Agreement for Services, Insured stipulates to the entry of a judgment against each Insured personally and/or collectively and/or the entry of a lien pursuant to Chapter 713, Florida Statutes against the Property in favor of EMS for the total amount of all invoices, interest, costs of collection, and legal fees incurred by EMS. Insured understands that some or all funds, rights, or the Property discussed within this Agreement for Services may be protected derivatively or directly as homestead property and/or property held in a tenancy by the entirety. Insured waives all homestead and entirety protections to the extent that they would serve to prevent the foregoing penalties for violation of this Agreement for Services.

☒ I have read and understand the information above and have received a copy for my records.

Letter of Protection

Insured has engaged AQUA EXPRESS RESTORATION, LLC (hereinafter "EMS") in connection with the Claim under the Policy issued by Insurer for emergency services to the Property. Due to the underpayment of Claim funds pursuant to the emergency mitigation, water remediation, mold testing, and/ or mold remediation coverages under the Policy, these services have been provided on credit secured by the Claim proceeds for those coverages. Because of this credit agreement, satisfaction of these obligations by direct payment to EMS directly inures to Insured's benefit. Insured waives any conflict of interest as it relates to payment of EMS for their services arising out of the Claim funds, as all payments to EMS directly reduce the legal obligation of Insured to EMS. Further, Insured authorizes all of Insured's agents, adjusters, attorneys, or Authorized Claims Manager to discuss the Claim and any associated litigation with EMS.

This Letter of Protection shall not assign, transfer, or otherwise convey, in whole or in part, any post-loss benefits under the Policy

By this Letter of Protection Insured hereby acknowledges and agrees that the services provided by EMS are necessary, prudent or otherwise required in order to protect, repair, restore, or replace property, or to mitigate against further damage to the property, and that has been authorized to conduct such necessary, prudent or otherwise required services pursuant to an Agreement for Services, which services shall confer a valuable benefit to Insured upon completion.

This Letter of Protection, along with the communication authorization and direction to pay contained herein, serves as security for an extension of credit. As a result, Insured and EMS have agreed that no portion of this Letter of Protection, or its legal effect, can be altered without the written consent of both parties.

Insured understands that Insured remains personally responsible for the payment of all fees owed to EMS and that this Letter of Protection does not negate that obligation beyond the extent of payment being rendered pursuant to this Letter.

Upon full satisfaction of the credit which is secured by this Letter of Protection or the triggering of the "Waiver of Rights to Payment or Collection" provision within the "Agreement for Services," all provisions of this Letter of Protection are terminated.

Insured hereby instruct Insured's attorneys, at-law or in-fact; public adjusters; claims managers; employees; agents; mortgagees; or assignees (hereinafter, collectively, "Insured's Agents") that payment of the above described invoices inure to Insured's benefit. As such, Insured instruct Insured's Agents to pay as provided above from any monies received by Insured's Agents described above.

☒ I have read and understand the information above and have received a copy for my records.

Equipment & Antimicrobial

Customer has been informed of the following requirements:


1. The equipment should be left operating at ALL times. Do not move any equipment unless Aqua Express Restoration is contacted. Be advised that turning off any equipment will increase the time required to dry structure.
2. A dwelling damaged by water should maintain a temperature setting that promotes ideal drying conditions. Leaving windows or doors open during dehumidification or setting your A/C too low may increase drying time.
3. Should you (customer) have any problems with the equipment while in your custody and/or care, shut it off immediately and contact Aqua Express Restoration immediately at 866.245.1211.
4. Customer is responsible for any damages to, and/or loss of this equipment while under customer's custody and/or care, including but not limited to loss by theft, vandalism or disappearance.
5. It is your (customer) responsibility to allow any and all Aqua Express Restoration personal access to the above location to check on and pick up the equipment.
6. The customer agrees to hold the Aqua Express Restoration below their respective officers, directors, employees, agents and affiliates harmless and indemnify it from any and all claims, including costs, expenses and attorney's fees, resulting from the improper use of equipment by the customers and/or any defects on the electrical system or plumbing systems in customers dwelling/structure.
7. AUTHORIZED ANTIMICROBIAL AGENTS

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exhaustion of all reasonable, in the sole discretion of the Authorized Claims Handler, remedies to attempt to obtain payment including but not limited to the exhaustion of all litigation and appellate remedies. EMS agrees that this waiver includes any rights to send these rights to payment to collections, to report them to credit monitoring agencies, and any right to attach the assets or cashflows of Insured.

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I understand that in the best judgment of Company, materials may be treated with a Commercial antimicrobial agent to inhibit the growth of micro-organisms during the drying process. I have received advanced notice of the use of antimicrobial and/or antimicrobial product as part of the restoration process. I understand it is beyond the expertise of Company to determine if someone is sensitive to its application and will hold Company harmless for its use.

8. STOP WORK-HOLD HARMLESS

In the event Company is not allowed to perform its recommended procedures and/or drying equipment is removed prematurely, I agree to release and hold Company harmless, and indemnify Company against all claims or actions that may result from such procedures.

I, the customer and Aqua Express Restoration representative/technician acknowledge receipt of the above documented equipment in good working order.

Tarp Installation and Securing Policy and Agreement

Purpose:

The purpose of this policy is to outline the conditions and responsibilities related to the installation of tarps and securing them with nails to protect the property from further damage.

Scope:

This policy applies to all services provided by Aqua Express Restoration, specifically regarding the installation of tarps to prevent additional water intrusion.

Policy Statement:

1. Objective:

Aqua Express Restoration aims to prevent further water damage to the property by installing tarps and securing them appropriately. This intervention is a protective measure intended to mitigate additional damages.

2. Responsibility:

Aqua Express Restoration will install tarps and secure them with nails as deemed necessary to protect the property. This action will be performed with the utmost care and professionalism to minimize any potential damage caused during the installation process.

3. Liability:

Installation-Related Damage: Aqua Express Restoration will not be held responsible for any damages caused to the property as a result of installing the tarp, including the use of nails to secure it.

Insurance Claims: Aqua Express Restoration is not liable if the insurance claim for the tarp installation or related protection measures is later denied by the insurance company.

Preventive Measure: The primary goal of installing the tarp is to prevent any more water from entering the property. This preventive measure is taken in good faith to protect the property from further damage.

4. Waiver of Suit:

The property owner agrees to waive any right to file a law suit or take legal action against Aqua Express Restoration LLC for any damages caused during the installation of the tarp.

This waiver includes, but is not limited to, claims for property damage, personal injury, or financial loss that may arise as a result of the tarp installation.

5. Acceptance of Terms:

By signing this contract, the property owner acknowledges and agrees to the terms outlined in this policy, including the waiver of suit. The property owner understands that while Aqua Express Restoration will take all necessary precautions, the responsibility for any potential denial of insurance

claims and damages caused during the installation of the tarp lies with the property owner.

I have read and understand the information above and have received a copy for my records.

Print Name: RICARDO RIVEROS

Date: 9/18/2024

Signature:



Tel. (754) 208-6211

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Aqua
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RESTORATION

[this is based on
attached doc. Aqua sent
us and I added bottom
paragraph

9/23/24

CERTIFICATE OF SATISFACTION

Customer Name:

Claim No.:

Property Address:

COPY

ACKNOWLEDGEMENT OF SATISFACTION

(Signed Upon Completion of Services/Repairs)

I have previously completed a walkthrough with the contractor representative. Any unsatisfactory or unfinished (punch list) items that I previously noted have now been completed to my satisfaction.

I have completed a final walkthrough of all work performed or services provided with the contractor representative, and I acknowledge that, based on the information currently available to me, all work performed and materials supplied by the contractor, its employees, sub-contractors and agents have been completed in a professional and workmanlike manner in accordance with the job specifications, work authorization, and/or estimate.

I acknowledge and agree that based on the information currently available to me, payment for services is now fully due to the contractor and that I understand that I remain responsible to pay any deductible owed under any insurance policy and to pay any amount due that is not covered by insurance.

By signing this Acknowledgement, I am not releasing the contractor from any of its obligations, contractual or otherwise, related to the work performed or materials supplied by the contractor, its employees, sub- contractors, or agents, nor am I waiving any of my rights with respect those obligations.

Customer Signature:

DATE:

Subject to the terms and conditions of the of the Stellar Public Adjuster Contract of 9/10/2024 regarding the property owners claim with Edison Insurance regarding wind damage and the rest.

Antonio H 9/23/2024

Antonio H

Customer Service 1.866.245.1211
21062 Sheridan Street, Fort Lauderdale, FL 33332

I added this
prior to signing