

# TX Service Agreement

## Service Agreement

**First Name**

**Last Name**

**Loss Address**

**Loss City**

**Loss State**

**Loss Zip Code**

**Insurance Company**

**Claim Number**

**Date of Loss**

By signing this Agreement, the Client and/or their Duly Authorized Representative (the "Client") engages Lindsey Douglass of Roofing & Construction Contractors of America (the "Company") to provide the following services:

1. **Description of Services:** The Company agrees to provide services in the form of technical assistance including but not limited to: inspections, ladder assists, photos, estimates, appraisals, satellite imagery, thermal scans, drone assessments, travel time, file reviews, research, client/attorney/third party interviews, examinations, conferences, hearings, consultations, analysis, calculations, and conclusions. The Company will provide necessary reports or findings, on any related direct physical damages, loss values and/or deficiencies to the property, structures, materials, workmanship, related to warranties, weather, accidents, perils, detrimental conditions and/or workmanship. The client represents and acknowledges that the provision of these services involves a substantial commitment of time and resources on the part of the Company and is adequate consideration for the service fees and expenses described herein.

2. **Limitation on Services:** The Client agrees and acknowledges that the Company is not acting as a public insurance adjuster or lawyer, or otherwise providing any services outlined in section 4102.163 of the Texas Insurance Code. Both the Client and Company agree and intend that the services subject to this agreement do not include a provision of negotiation services, legal services, legal advice and/or include any attempt to effectuate a settlement by a third party.

3. **Service Fees & Expenses:** In consideration of Company's services described in paragraph 1, Client agrees to compensate the Company at the rate of \$250 per hour but not to exceed \$7000 in total billable hours. Expenses are billed separately from the hourly service fees and include but are not limited to travel, lodging, vehicle rentals, exhibits, document production, outside experts, safety equipment, destructive testing, lab analysis, emergency mitigation services labor, equipment & material. Expenses will be limited to \$500 in total without prior authorization from Client. Except as provided in paragraph 4, Client agrees that payment to the Company under this section is due within 7 days of receipt of financial recovery as defined below.

4. **Adjustment of Service Fees & Expenses:** If the use of the Company's services described in paragraph 1 in any way contribute to Client's receipt of a financial recovery, the Company agrees to waive any compensation due under paragraph 3 if Client enters into a separate formal building contract with the Company to perform the construction work contemplated by the financial recovery ("Construction Work"). For purposes of this paragraph, "financial recovery" includes any monies or other valuable consideration that Client receives either: (a) directly from an insurer; (b) from any governmental entity; (c) from any manufacturer or its warrantor or insurer, (d) as a result of litigation (including but not limited to compromise, confession of liability, appraisal award, judgment, arbitration, mediation, settlement, satisfaction of Client's liens/bills/claims by a third party), or (e) from other third parties. In the event Client enters into such a contract with the Company, Client agrees that all financial recoveries disbursed will be paid to the Company for completing the Construction Work. If no financial recovery is made on the property subject to this service agreement then all service fees and expenses will be waived.

5. **Service Authorizations:** The Client(s) authorizes all affected third parties to communicate and release information regarding the property subject to this agreement. For the purpose of the Company contacting the 3rd party, the Client will sign any further documents or give such permission as may be reasonably required by the third party. The Client agrees to instruct all affected third parties to list the Company as Joint-Payee on any settlement/recovery proceeds.

6. **Reasonable Cooperation:** The Client shall make the property subject to this agreement available to the Company during business hours and otherwise reasonable cooperate in the provision of services, including consultation with the Company regarding the damage and other services to be provided.

8. **Entire Agreement:** This agreement between the Client and the Company sets forth all agreements between the Client and the Company relative to the services described above, and all prior negotiations or agreements are merged herein. No modifications hereof, or subsequent agreement relative to the subject matter hereof, shall be binding unless reduced to a writing signed by the party to be bound.

10. **Texas Law:** This agreement shall be construed and enforced in accordance with the laws of the State of Texas.

11. **Severability:** If any provision of this agreement shall, for any reason, be held violative of any applicable law, and so much of the agreement is held to be unenforceable, then the invalidity of such specific provision herein shall not be held to invalidate any other provision herein, which shall remain in full force and effect.

13. **Conflicts:** In the event there is a conflict between the provisions of this agreement and the provisions of any other written or oral agreement and specifications, the provisions in the agreement shall control.

14. **Cancellation Terms:** If the Client chooses to cancel this service agreement after the 3-business day right to rescind period expires and not use the Company to perform all of the recovery related construction work for the value of the recovery then the Client will reimburse the Company for their time and expense for the services provided subject to this agreement. The Client must notify the Company in writing of their cancellation request. The Company will bill for all the service fees and expenses and payment from the Client is due within 7 days from the receipt of the Company's invoice.

**IN THE EVENT THAT A DISPUTE ARISES UNDER THIS AGREEMENT, THE PARTIES AGREE THAT VENUE FOR ANY LEGAL PROCEEDING SHALL BE IN HARRIS COUNTY, STATE OF TEXAS. IN THE EVENT THERE IS A DISPUTE ARISING UNDER THIS AGREEMENT, THE CONVEYING PARTY INTEREST ON ANY SUMS DUE HEREUNDER SHALL ACCRUE AT THE RATE OF 1.5% PER MONTH.**

**NOTICE: THE CLIENT MAY CANCEL THIS SERVICE AGREEMENT BY WRITTEN NOTICE TO THE COMPANY WITHIN 3 BUSINESS DAYS OF SIGNATURE FOR ANY REASON.**

I have read and understand all of the terms of this agreement. Further, upon execution of this agreement, I will be legally bound by all of its terms. I have received a duplicate copy of this agreement for my records.

IP Address

