

# Louisiana AOB Emergency Repairs

## **Assignment of Benefits**

**Roofing & Reconstruction Contractors of America  
Stalwart General Contractors  
5940 Perkins Rd, Baton Rouge, LA 70808  
24/7 Hotline 225-465-1227**

AOB Date

First Name

Last Names

Company

Loss Location Full Address

Full Mailing Address if Different from Loss Location

Policyholder Name

Insurance Company

Policy Number

Claim Number

Date of Loss

## ASSIGNMENT OF INSURANCE BENEFITS

The undersigned is the Assignor/Owner/Agent for the Property listed below and have certain rights to insurance contracts and policies on the Property (hereinafter "Assignor"). Assignor hereby assigns any and all insurance rights, benefits, interests, proceeds, and any causes of action under any applicable insurance policies to Stalwart General Contractor, LLC (hereinafter "Assignee" and/or "Company") for services rendered or to be rendered by the Company. By executing this Agreement, Assignor intends for all rights, benefits, and proceeds for services rendered by Company to be assigned solely and exclusively to the Company to compensate the Company for the repair, restoration, and mitigation against future damage to the Property. Assignor hereby unequivocally directs my insurance carrier(s) to release any and all information requested by the Company, its representative, and/or its attorney for the purpose of obtaining actual benefits to be paid by Assignor's insurance carrier(s) for services rendered or to be rendered. Assignee is authorized to provide a copy of this executed Agreement to the insurer.

### BUYER'S RIGHT TO CANCEL

YOU, THE BUYER, UNDER THE FTC, MAY CANCEL THIS TRANSACTION AT ANY TIME PRIOR TO MIDNIGHT ON THE THIRD BUSINESS DAY AFTER THE DATE OF THIS TRANSACTION. UNDER LOUISIANA LAW, YOU HAVE THE RIGHT TO CANCEL A HOME SOLICITATION SALE UNTIL MIDNIGHT OF THE THIRD BUSINESS DAY AFTER YOU SIGN THIS CONTRACT. IF YOU CANCEL THIS CONTRACT, THE SELLER MAY NOT KEEP ALL OR PART OF ANY CASH DOWN PAYMENT. IN ADDITION, YOU MAY CANCEL THIS CONTRACT IN CONNECTION WITH THE REPAIR OR REPLACEMENT OF A ROOF SYSTEM AT ANY TIME WITHIN SEVENTY-TWO HOURS AFTER YOU HAVE BEEN NOTIFIED THAT YOUR INSURER HAS DENIED ALL OR PART OF YOUR CLAIM TO PAY FOR THE GOODS AND SERVICES TO BE PROVIDED UNDER THIS CONTRACT. SEE ATTACHED NOTICE OF CANCELLATION FORM FOR AN EXPLANATION OF THIS RIGHT.

### DIRECT PAYMENT AUTHORIZATION

Assignor hereby authorizes and unequivocally instructs direct payment of any benefits or proceeds for services rendered by Company to be made payable solely to Company and sent exclusively to Company. I agree that any portion of work, deductible(s), betterment, depreciation, upgrades, or additional work requested by Assignor, or otherwise not covered by insurance, is ultimately the responsibility of Assignor.

### PAYMENT TERMS

Payment shall be made in accordance with the Payment Terms stated in the Contract between Assignor and Company, incorporated herein by reference. Company shall be entitled to reimbursement for costs of collection (including reasonable attorney's fees and costs) of unpaid amounts by Assignor and for reasonable attorney's fees and costs for the breach, or enforcement, of any terms of this Agreement and the Contract. As full and complete compensation for the work to be performed by Company, Assignor agrees to pay Company and Company agrees to accept the pricing and payments schedule set forth in the Contract. In the event that Assignor possesses an actual cash value insurance policy, or if the insurance claim contains non-recoverable depreciation, Assignor hereby understands and agrees that any difference in cost in the replacement costs and the actual cash value of the claim will be Assignor's full responsibility. For the avoidance of doubt, if the insurance company pays the Company less than the total amount due for the restoration service because the insurance company reduces the payment to Company by the deductible amount that the Assignor has according to their policy, Assignor agrees to pay Company that reduced amount that is the deductible so that Company is fully compensated for the services.

### ESCALATION CLAUSE FOR BUILDING MATERIALS, EQUIPMENT AND ENERGY

The contract price for this construction project has been calculated based on the current prices for the component building materials, project equipment and energy. However, the market for the building materials, project equipment and energy are often volatile, and sudden price increases could occur. In the event of a significant price increase of material, equipment or energy occurring after the date of this agreement through no fault of the Company, the Contract Price shall be equitably adjusted. The Purchaser agrees that should there be an increase in the prices of building materials, project equipment and energy after execution of Agreement for use in the construction project, the Purchaser agrees to pay that cost increase to the Company. A change in price of building materials, project equipment and energy will be considered significant when the price of an item increases ten (10%) percent between the date of this Agreement and the date of installation. The amount of the increase will be capped at twenty (20%) percent of the original budgeted price for the item.

### ARBITRATION

All claims or disputes between the Customer and the Company arising out of or relating to this Agreement, or the breach thereof, shall be decided by arbitration in accordance with the American Arbitration Association Construction Industry Rules and Mediation Procedures currently in effect unless the parties mutually agree otherwise. The arbitration shall take place in the State of Louisiana and each party shall be responsive for their own attorney fees and costs but the cost of arbitration shall be split equally between Customer and the Company.

This Assignment of Insurance Benefits Agreement is the complete agreement between the Assignee and the Company and includes other documents which are incorporated into this Agreement by reference, including but not limited to the Work Authorization & Contract, Contract for Services, Contract, Notice of Contract (if any), current insurance certificates evidencing the amount of liability insurance maintained and proof of workers' compensation coverage by any person required to be licensed pursuant to R.S. 37:2167 or registered pursuant to R.S. 37:2175.2, and the Louisiana Notice of Contract, LA Rev Stat Sec. 9:4811 and 9:4802(). This Agreement is subject to Owner providing proof of insurance coverage and execution of this assignment to Company

### NOTICE OF CANCELLATION

If your insurer denies all or any part of your claim to pay for goods and services in connection with the temporary or permanent repairs due to claim related damage to your property located above referenced loss location then send by mail or email this cancellation notice or any other written notice to Stalwart General Contractor LLC at **5940 Perkins Rd, Baton Rouge 72 hours after you have been notified of your claim denial, LA 70808 or intake@rrcala.com** at any time within **72 hours after you have been notified that your claim has been denied.** If you cancel, any payments made by you under the contract, except for certain emergency work already performed by the contractor shall be returned to you within ten business days following receipt by the contractor of your cancellation notice.

At the time of signing, the owner shall be furnished with a copy of the contract signed by both the home improvement contractor and the owner. No work shall begin prior to the signing of the contract and transmittal to the owner of a copy of the contract.

IP Address