

www.alldry.com
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**CONTRACT
WORK &
DIRECT PAY
AUTHORIZATION**

For good and valuable consideration, Customer hereby authorizes A-ALL DRY (hereinafter "ALL DRY") to complete the work at the property located at _____ ("Premises"). The authorized work includes, but is not limited to, cleaning, removing of and return of personal property, drying, testing, mold mitigation, restoration of the premises, any work incidental or associated with the authorized work of the work and any work which ALL DRY determines is reasonably necessary to reasonably protect the Premises, its contents and the health of the occupants. The following services normally provided by ALL DRY shall not be provided to the Premises - (list excluded services) _____

Customer will be charged for services on a time and material basis in accordance with the price sheet attached hereto. Services not listed will be charged at the rate normally charged by ALL DRY for such services. Customer understands that he/she is responsible for payment in accordance with the Terms and Conditions of all services provided by ALL DRY regardless of any applicable insurance coverage which may exist. A detailed listing of all services performed and costs incurred will be provided to Customer after services are performed.

By signing below Customer represents that adequate insurance coverage exists to pay for the services being provided and that the Customer is authorized to deal with said insurer. Customer hereby irrevocably appoints ALL DRY as Customer's agent for filing the claim and in dealing with the Insurance Carrier. Customer directs the insurance carrier to pay ALL DRY directly, excluding Customer's name from the draft, for the services provided hereunder and by signing below hereby assigns the insurance proceeds relating to the work performed by ALL DRY to ALL DRY. If a check is payable to both ALL DRY and Customer, Customer agrees to endorse the check to ALL DRY within seven (7) days of receipt of the check. Unless ALL DRY is paid in full, customer acknowledges and agrees that customer shall have no right to setoff or deduct any sums from the insurance proceeds.

DEPOSIT DEDUCTIBLE IN THE AMOUNT OF \$ _____ IS DUE UPON SIGNING OF THE CONTRACT. Customer understands and agrees to pay deductible to ALL DRY unless waived by Insurance Company.

For additional provisions see TERMS AND CONDITIONS which are incorporated herein and are part of this Contract. Customer acknowledges receiving a copy of the Terms and Conditions prior to signing this Agreement.

NOTIFICATION OF RISKS. CUSTOMER HEREBY ACKNOWLEDGES THAT ALL DRY HAS ADVISED CUSTOMER THAT THE CUSTOMER MAY SUFFER POTENTIAL HEALTH RISKS AS A RESULT OF THE APPLICATION OF THE CHEMICALS USED IN PERFORMING THE SERVICES. CUSTOMER HEREBY ACKNOWLEDGES THAT ALL DRY HAS PROVIDED HIM/HER WITH A COPY OF THE MATERIAL SAFETY DATA SHEETS FOR THE CHEMICALS TO BE USED IN PERFORMING THE SERVICES. CUSTOMER FURTHER ACKNOWLEDGES AND UNDERSTANDS THAT THE MATERIAL SAFETY DATA SHEETS ARE NOT PREPARED BY ALL DRY BUT RATHER ARE PREPARED BY THE MANUFACTURERS OF THE CHEMICALS AND THE HEALTH RISKS LISTED ON SUCH SAFETY SHEETS MAY NOT BE ALL INCLUSIVE.

The undersigned hereby declares that the terms of the Notification of Risks have been completely read and are fully understood and voluntarily accepted.

X CUSTOMER:

Name: _____
Address: _____

Ph (H) _____ (W) _____
Ph (C) _____
E-Mail _____

X _____
ALL-DRY Representative Signature

X _____
Customer or Representative Signature Date

X _____
Customer or Representative (PLEASE PRINT NAME)
 Individual Corporation Partnership

X INSURANCE COMPANY:

Agent _____
Address _____
Claim # _____
Phone _____

X _____ Customer shall remove all cash, jewelry, firearms and valuable collections prior to commencement of work.
_____ Parties acknowledge and agree to the terms and conditions set forth on the reverse hereof.

TERMS AND CONDITIONS

Payment Terms: Invoices will be presented at the completion or cessation of the work and are due upon receipt. Invoices not paid within thirty (30) days of the date of the invoice shall bear interest at the rate of 1.75% per month.

Certain Owner Obligations: Customer agrees not to touch, move, disturb or turn off the equipment of ALL DRY and understands that by doing so it may affect the results of the work. Customer understands that there is also a risk of injury to the equipment and the person contacting the equipment. This contract is based upon, and customer shall provide, clear and continuous access for all work on a concurrent, unscheduled basis, during normal working hours (7:00 am to 5:30 pm weekdays). Customer's telephone, electric, toilet, heat and water are to be made available for ALL DRY's use during the process of the work at no cost to ALL DRY. Customer agrees to be present during all onsite work. Customer may comply with the foregoing condition by supplying ALL DRY with a premises key to be placed in a ALL DRY supplied lock box. ALL DRY assumes no liability for unauthorized entry. Customer shall be responsible for all equipment and tools left on the job site outside of normal working hours and shall keep the tools and equipment in a safe and locked place, if necessary, without charge or fee to ALL DRY.

Work Quality: Customer understands that ALL DRY in performing its services cannot guarantee the restoration of the premises to the exact condition as prior to the damage but that ALL DRY agrees to perform all work in a workmanlike manner in conformity with industry standards provided that the customer is in full compliance with this agreement; that the customer has allowed ALL DRY full access to the premises; that customer has followed all recommendations of ALL DRY; and, that customer has not disturbed the equipment or employees of ALL DRY. Customer acknowledges that permanently discolored, spotted, faded and/or bleached areas might remain, even after diligent efforts are made to restore same. All estimates specifically exclude concealed conditions (e.g., carpet back separating, improper carpet seams, plumbing, electrical wiring, structural conditions, or unanticipated framing). Painting is estimated to return exiting surfaces to their same color. A change in color, finish or surface will be considered additional work. Any color, style, or quality selections and/or work decisions that are made verbally by the customer are the customer's responsibility, and ALL DRY shall not be liable for customer's decisions or judgment. ALL DRY shall remove all construction debris from jobsite and leave same in a broom-clean condition upon completion of work. All structure and contents work salvage shall become property of ALL DRY

Mold Issue: If ALL DRY encounters mold, removal will be done in accordance with existing protocols set by the organizations that govern, recommend, or determine how mold damage is mitigated. In most cases such as those involving mold mitigation, this scope and protocol is set by a certified industrial hygienist. In many cases the industrial hygienist will make determination whether the property can be occupied or not while the work is being performed. In either recommendation, occupancy relies totally with the tenant or home customer, further ALL DRY expressly disclaims and takes no liability for any decisions made for occupancy. Customer hereby represents that he/she has had an opportunity to seek a medical opinion on the potential health effects concerning the mold mitigation and/or chemical treatments being used by ALL DRY. Customer further represents that he/she accepts the risks as set forth herein.

Hazardous or Other Conditions: During the course of the work, should ALL DRY encounter any hazardous substance (asbestos, chemical, gas or the like) or unsafe condition, ALL DRY may halt the work. Should the work be halted for more than one week for this reason, or for any other reason whatsoever, ALL DRY may terminate this contract and customer agrees to pay ALL DRY for all work performed to date, without retention, as determined by ALL DRY's reasonable estimate and invoice, including costs of demobilization, substance investigation and/or testing, and any additional costs occasioned by the discovery and disposal of, and decontamination due to, said hazardous substance or unsafe condition. Customer shall inform ALL DRY of the presence of any hazardous substances or unsafe conditions contained within the contents or structure, and does hereby indemnify and agree to hold harmless ALL DRY from any and all claims by any person arising from the existence of and/or exposure to the hazardous substances or unsafe conditions. Customer further understands that notwithstanding the performance of ALL DRY to industry standards, it is still possible for undetected damage to exist and it is also possible for mold to not be eliminated or to appear after the completion of the work. ALL DRY makes no representations as to the complete removal or prevention of mold and customer hereby waives any claims it may have to damages or injuries, to the customer or customer's employees, family, guests, agent or any other person who may enter upon the premises as a result of the existence of mold.

Storage Of Customer Contents: If ALL DRY is storing Customer's contents, upon return of the contents, if ALL DRY does not unpack boxed contents and/or place contents in their final location, because ALL DRY will not have control over the security and/or handling of the contents, Customer agrees that ALL DRY shall not be liable for breakage, damage or loss discovered subsequent to the return of the contents.

Termination of Contract: In the event of termination of contract, subsequent to Customer signing said contract, by Customer or ALL DRY Customer shall pay ALL DRY for services performed through the termination and demobilization date including all materials delivered for the services, whether or not incorporated into the improvements, plus all demobilization costs, plus a sum equal to twenty percent (20%) of the contract price that ALL DRY would have been paid but for the termination of the contract.

Release: Customer hereby releases and forever discharges ALL DRY, its agents, principles, customers, shareholders, directors, managers and employees from any and all claims as to injuries, damage, and health problems of any nature, whether known or unknown, suffered as a result of the mold mitigation or chemicals used by ALL DRY.

Limited Warranty: ALL DRY warrants its work for one year from the date ALL DRY completes the work. In the event a warranty issue arises, ALL DRY will have the right to re-perform the work or return amounts paid, at its sole discretion. This warranty is expressly in lieu of all other warranties, express or implied, including all warranties of merchantability and fitness for purpose or use. All other obligations or liabilities of ALL DRY and its suppliers and contractors are hereby expressly disclaimed. ALL DRY, its suppliers and contractors neither assume or authorize any other person to give or assume for them any other warranty or liability in connection with these services. Customer expressly understands and agrees that neither ALL DRY, nor its officers, directors, employees, agents, representatives, suppliers or contractors shall be liable for any loss, damage or expense directly or indirectly arising from the services, including, but not limited to, penalties, indirect damages, special damages, consequential damages, incidental damages or liquidated damages. In no event shall ALL DRY or its suppliers or contractors incur any liability whatsoever until they receive full payment for the services.

Default: In the event customer is in default of any of his/her obligations hereunder, ALL DRY may, at its option, choose from the following remedies, which are cumulative. The selection of any remedy does not preclude the selection of others or any other remedy at law or equity. If ALL DRY consults with an attorney for collection or otherwise, then in addition to all sums due hereunder, customer agrees to pay all costs incurred by ALL DRY, including reasonable attorney's fees. In addition, upon customer's default, customer agrees to pay all costs incurred by ALL DRY (including reasonable attorney's fees), interest on any unpaid invoice balance at the rate of 1.75% per month, and storage charges at the rate of \$5.00 per storage vault per day (\$5.00/day min.):

- A. ALL DRY may retain possession of the contents in its possession and charge storage fees as set forth above until the default of customer has been corrected; and/or
- B. ALL DRY may cease all work and, upon written notice to customer, terminate this contract, in such event, customer hereby grants ALL DRY a right of re-entry to the structure for the purpose of removing any portion, or all of, the contents, materials or goods installed at, fixed or worked upon, or delivered to the property under this contract; and/or
- C. ALL DRY may assert a lien for services pursuant to Colorado law, and may sell the contents in accordance with any procedure provided by law. In such event, ALL DRY shall be entitled to all amounts provided by statute, case law, and this contract; and/or
- D. ALL DRY may proceed to collect all monies owed through civil proceedings. Should ALL DRY decline to accept insurance company's adjusted settlement offer, customer shall pay ALL DRY for all work performed to date of declination including demobilization, upon ALL DRY invoicing for same, and this contract shall thereupon terminate.

Litigation: Notwithstanding anything to the contrary, customer stipulates and agrees that venue for any litigation arising from this contract shall be in either the county in which the premises are located or in the city and county of Denver, Colorado. Customer and ALL DRY hereby waive any right to a jury trial and agree to have any dispute heard by a judge. The foregoing sentence shall not be construed to limit the use of alternative means of dispute resolution.