



Client Name: _____ Date: _____
Address: _____ City: _____
Zip: _____ Home Phone: _____ Cell Phone: _____
Email: _____ Insurance Company: _____
Date of Loss: _____ Policy#: _____
Claim#: _____

1. Agreement: I, the Homeowner/Insured, and or its representative for the property located at the address listed above (hereinafter "Client"), authorize Environmental Testing Agency (hereinafter "Service Provider") to enter my property, furnish materials, supply all equipment and perform all labor necessary to assess; preserve; repair; or protect my property from further damage. The services provided under this agreement are listed in all estimates and supplemental estimates which are full incorporated herein by reference. Client agrees to fully cooperate with insurance company and comply with all post-loss duties required by the subject policy of insurance. Client also accepts responsibility to protect any equipment left at the subject property for mitigation and remediation purposes.

2. Direct Payment Authorization: Client hereby irrevocably agrees to expressly instruct and direct its insurance carrier to make a separate and individual payment to be sent directly to Service Provider, or its representatives in exchange for the services rendered or to be rendered in the instant matter. Client also hereby instructs my insurance carrier to release any and all information requested by Service Provider its representative, or its Attorney solely for the direct purpose of obtaining actual benefits to be paid by my insurance carrier for services rendered or to be rendered.

3. Payments, Terms and Interest: If for any reason payment is made to the Owner/Agent by an insurer for the services provided by Service Provider under the instant contract, it shall be endorsed over to Service Provider within three (3) business days. Client agrees that any portion of work, deductibles, betterment, depreciation or additional work requested by the undersigned, not covered by insurance, must be paid by the undersigned on or before its completion. Client hereby appoints Service Provider as attorney in-fact, authorizing Service Provider to endorse Client's name, and to deposit insurance checks or drafts for Service Provider. Payment terms to Service Provider are net-30 days. In the event that legal or collection agency proceedings must be instituted to recover any amount due, Service Provider shall be entitled to recover the cost of collections, including, collection agencies, attorney's fee and courts, plus a finance charge of 1.5% per month applicable to all amounts due. Service Provider shall waive its payment terms, entitlement to finance charge and Service Provider lien rights should Client elect to contract a lawyer of Service Provider's choosing to institute litigation against Client's insurance carrier on Client's behalf for the recovery of insurance benefits related to the services rendered and/or their claim as a whole. Should Client choose this option the lawyer will represent Client directly.

4. Letter of Protection: Client hereby instructs its attorney or future attorney to hold Service Provider's invoices for collection and to pay said invoices from any insurance claim proceeds (Hereinafter "Proceeds") received from client's insurance claim and litigation relating to same. Client hereby agrees that this Letter of Protection ("LOP") shall constitute a lien upon any and all Proceeds received in connection with the insurance claim, and any right that Client may have to payment of the proceeds from the claim shall be subordinate to Service Provider's rights. Client hereby agrees that Service Provider shall be paid the full amount of its invoice from the Proceeds, on a first priority basis to any other Service Provider that has or will perform any services on the Client's property; and Client further provide full authority to Service Provider to file any necessary paperwork with the pertinent governmental authorities to perfect its interest and lien rights against my property in the event that Insurance Company fails to pay for the Services. Client hereby directs its attorney to make this LOP a part of my permanent legal file regarding the insurance claim, and to inform any other attorney that might become involved with the prosecution of the insurance, by reason of substitution of the law firm by another lawyer or law firm, of this LOP. I acknowledge I have received the mandatory provision required by Fla. Stat. § 73.015 provided on the reverse side of this document.

5. Stop Work-Hold Harmless: In the event Service Provider is not allowed to perform its recommended remediation procedures and protocols for any reason beyond its control, Client agrees to release and hold Service Provider harmless, and indemnify Service Provider against all claims or actions that may result from such procedures.

Client has read and understand the information above and have received a copy for my records. This contract is intended to be legally binding and contains all of the terms and conditions between the parties.

Client Signature

Client Signature

Client Name

Inspector Signature:

Date:



954-696-3338



a.fiore@etamold.com



www.etamold.com



2001 NE 52nd Street Fort Lauderdale, FL 33308



ENVIRONMENTAL
TESTING AGENCY

ACCORDING TO FLORIDA CONSTRUCTION LIEN LAW (SECTION 713.001-731.37, FLORIDA STATUTES) THOSE WHO WORK ON YOUR PROPERTY OR PROVIDE MATERIALS AND ARE NOT PAID IN FULL HAVE THE RIGHT TO ENFORCE THEIR CLAIM FOR PAYMENT AGAINST YOUR PROPERTY. THIS CLAIM IS KNOWN AS A CONSTRUCTION LIEN. IF YOUR SERVICE PROVIDER OR A SUBSERVICE PROVIDER FAILS TO PAY SUBSERVICE PROVIDERS, OR MATERIAL SUPPLIERS OR NEGLECTS TO MAKE OTHER LEGALLY REQUIRED PAYMENTS, THE PEOPLE WHO ARE OWED MONEY MAY LOOK TO YOUR PROPERTY FOR PAYMENT, EVEN IF YOU PAID A SERVICE PROVIDER IN FULL. IF YOU FAIL TO PAY YOUR SERVICE PROVIDER, YOUR SERVICE PROVIDER MAY ALSO HAVE A LIEN ON YOUR PROPERTY. THIS MEANS IF A LIEN IS FILED, YOUR PROPERTY COULD BE SOLD AGAINST YOUR WILL TO PAY FOR LABOR, MATERIALS, OR OTHER SERVICES THAT YOUR SERVICE PROVIDER OR SUBSERVICE PROVIDER MAY HAVE FAILED TO PAY. FLORIDA CONSTRUCTION LIEN LAW IS COMPLEX AND IT IS RECOMMENDED THAT WHENEVER A SPECIFIC PROBLEM ARISES, YOU CONSULT AN ATTORNEY.

Initials: _____/_____

- 954-696-3338
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