

STRETCH CLEANING & RESTORATION

Stretch's Professional Cleaning Services, Inc.
NJ Home Improvement Contractor License # 13VH03423800
3408 A Long Beach Blvd.
Long Beach Twp., NJ 08008
Ph.: 609 361-2400; Fax: 609-361-8442; lbi@stretchcleaning.com

Owner/Agent _____ Insurance Co. _____ Claim# _____
Billing Address _____ Adjuster _____
City/State/Zip _____ Adjuster phone _____
Phone _____ Adjuster fax _____

Work Authorization/Contract and Direct Payment Request

This agreement is made this _____ day of _____ 20____ by and between Stretch's Professional Cleaning Services Inc. hereinafter referred to as COMPANY, and, I _____, Owner/Agent, hereinafter referred to as the CUSTOMER.

The CUSTOMER hereby hires and authorizes the COMPANY to proceed with its recommended structural drying, fire restoration, contents cleaning and/or decontamination services to help preserve, protect and secure from further damage the real property, personal property, and contents that I own, control, or have the right and power to enter into this agreement to provide structural drying, fire restoration, contents cleaning and/or decontamination services, for the property located at _____.

_____ The COMPANY shall start above described services on this _____ day of _____, 20____ and shall be substantially completed within three months from the start date.

In many instances there could be some hidden damage that isn't manifested until visible areas are cleaned and/or removed and this contract is a subject to change based on further damage that may be discovered in concealed areas. In event conditions are discovered that require a change to our projected date of completion CUSTOMER will be notified of any changes to the dates for performance under the terms of this contract.

The CUSTOMER understands that all repairs and reconstruction cost are separate and are not included as a part of this agreement.

In addition, the CUSTOMER waives the right of subrogation against of company, its owners, agents, and employees and agrees to release them from all liability, indemnity and hold them harmless, and agree to defend them if suit is brought by an interested party.

The CUSTOMER agrees that the job shall be considered complete when restorable structural materials and contents have been returned to pre-loss equilibrium moisture content (EMC) as measured with a moisture meter on similar materials in an unaffected area of the structure if available. Otherwise, a moisture content reading equal to or less that 15% EMC shall be established as the completion benchmark.

The CUSTOMER further agrees to allow the COMPANY to remove damaged or affected materials as necessary to achieve the goals stated above. The CUSTOMER understands that he/she has the right to decline the recommended services or to not follow the COMPANY's procedures or estimate, whereupon, the CUSTOMER may direct the COMPANY to stop work, and pay for all services previously rendered, in addition to any removal and transportation cost the COMPANY incurs as a result of this decision.

Providing the CUSTOMER has valid effective insurance coverage for all or part of the services to be performed by the COMPANY, **the CUSTOMER authorizes and directs their insurance carrier to pay COMPANY directly, and to name COMPANY on any and all insurance drafts applicable to this loss.** If for any reason the check should come to or be made payable to the CUSTOMER, the CUSTOMER agrees to pay the COMPANY immediately upon receipt of the check. In order to expedite payment to the COMPANY, the CUSTOMER hereby appoints the COMPANY as attorney-in-fact, authorizing the COMPANY to endorse the CUSTOMER's name, and to deposit any Insurance Company checks or drafts for the COMPANY's services. The Customer further agrees to pay the deposit in the amount of \$ _____ as required prior to the start of work by the COMPANY.

The CUSTOMER understands and agrees that the full and timely payment for the work referred to herein is independent and in no way contingent upon the CUSTOMER's submission of an insurance claim or any subsequent recovery. The COMPANY shall bill all charges and/or cost direct to the customer and, as a courtesy only a copy of these invoices shall be mailed to the insurance carrier. Notwithstanding the above, the CUSTOMER agrees to use its best efforts to file and provide documentation regarding any insurance claim related to the work. It is fully understood that the CUSTOMER is personally responsible for any and all deductible, depreciation or any charges or costs not covered by the CUSTOMER's insurance policy. Any and all charges for services not reimbursed by an insurance carrier are the sole responsibility of the CUSTOMER and are to be paid upon completion of work. The COMPANY only in writing must approve any exceptions, and a finance charge of 5% per month (minimum of \$15) will be applied to any unpaid balance after thirty (30) days. **Please, be advised that additional 3% charge will apply to any credit card payment.**

Regardless of any agreement between the CUSTOMER and the insurance company or third party as to payment for the COMPANY's services, **it's fully understood that the CUSTOMER itself is responsible for the ultimate cost regardless of what is paid or approved by the third party.**

The CUSTOMER agrees that the liability of the COMPANY relating to this agreement is expressly limited to the total amount of the services authorized herein and in no event shall the COMPANY, its agents or assigns, be liable for consequential damages of any kind. In event any legal proceedings must be instituted to recover the amount due, the COMPANY shall be entered to recover the cost of collection including reasonable attorney's fees. Jurisdiction for any legal proceedings to be held in the county and state where the work was performed.

At no time Stretch's Professional Cleaning Services, Inc. is holding themselves out as an authorized asbestos removal contractor pursuant to NJ Statue and in the event asbestos removal is required as part of any cleaning or restoration, third party services may be required for that purpose and not envisioned under the scope of this contract.

In the event at any time restoration requires work to be completed by a licensed contractor, such as licensed electrician, licensed plumber, etc., that those services will be required under separate contract and beyond the scope of the contract for cleaning and restoration only.

MOLD/MILDEW WAIVER

An accumulation of moisture in a structure may give rise to the presence of mold and or mildew. Mold and mildew may pose significant health risks to certain individuals. While Stretch's Professional Cleaning will make every effort to identify existing mold and mildew and return the structure to normal moisture content, it offers no assurance that your structure is free of mold or mildew and may not be held liable for hazards to health or structural damages caused by mold or mildew. If the structure has ever suffered water damage and you are concerned about the presence of fungal growth, please contact a Certified Hygienist. Stretch's Professional Cleaning and its employees may discuss the dangers of mold growth, but these are merely opinions and should be substantiated by a Certified Hygienist. Stretch's Professional Cleaning opinions should not dissuade you from seeking the professional advice of a Certified Hygienist prior to making a decision to forgo mold treatments or remediation efforts. We encourage you to seek professional advice and or testing on this subject.

NOTICE TO CONSUMER.

YOU MAY CANCEL THIS CONTRACT AT ANY TIME BEFORE MIDNIGHT OF THE THIRD BUSINESS DAY AFTER RECEIVING A COPY OF THIS CONTRACT. IF YOU WISH TO CANCEL THIS CONTRACT, YOU MUST EITHER: (1) SEND A SIGNED AND DATED WRITTEN NOTICE OF CANCELLATION BY REGISTRED OR CERTIFIED MAIL, RETURN RECEIPT REQUESTED; OR (2) PERSONALLY DELIVER A SIGNED AND DATED WITTEN NOTICE OF CANCELLATION TO STRETCH'S PROFESSIONAL CLEANING SERVICES, INC LOCATED AT 3408 A LONG BEACH BLVD., LONG BEACH TWP., NJ 08008. IF YOU CANCEL THIS CONTRACT WITHIN THE THREE-DAY, YOU ARE ENTITLED TO A FULL REFUND OF YOUR MONEY. REFUNDS MUST BE MADE WITHIN 30 DAYS OF THE CONTRACTOR'S RECIEPT OF THE CANCELLATION NOTICE. INQUIRIES MAY BE MADE TO THE DIRECTOR OF CONSUMER AFFAIRS REGARDING CONTRACTORS AT 1-800-242-5846

HOME IMPROVEMENT CONTRACT WAIVER

The parties agree and acknowledge that in most instances it is necessary to complete structural drying and/or cleaning on an emergency basis which does not accommodate a three day right of cancellation. In the event that any such emergency cleaning/ restoration services are required they will be for the sole purpose of preventing further damages to the premises and the CUSTOMER agrees to waive any right of three day cancellation in this regard, however services will be limited to emergency services for stabilization of the property only and the parties agree that no further services for further restoration, contents cleaning or decontamination can be completed until after the CUSTOMER has had their right of cancellation and the three day right of cancellation period has passed. Such emergency restoration services include but not limited to emergency service response, water extraction, removal of affected areas, drying/heating equipment and/or any subcontractors necessary to mitigate the damage and stabilize the property.

By executing this contract I accept all terms and conditions that have been disclosed in this contract.

Executed at _____ on the day and year first written.
City/County _____ State _____
The CUSTOMER (Owner/Agent): Print: _____ Sign _____ Date _____
Stretch's Professional Cleaning Services, Inc Representative _____ Date _____