



FLOOD OUT
RESTORATION

Corporate Office
515 Delia Drive
Longview, TX 75601
903-235-2969 Fax: 903-238-9818
www.FloodOutRestoration.com
wes.floodout@gmail.com

MITIGATION AND RECONSTRUCTION SERVICE CONTRACT

Client Upshur County
DBA _____ Phone/Fax/Cell _____
Loss Location 215 Titus St Adjuster _____
City/State/Zip Gilmer, Tx 75644 Phone/Fax 1
Email upshur.auditor2@yahoo.com Claim # _____
Phone/Cell 903-680-8111 Loss Type _____
Contacts Linda Sikes DOL _____

I/we the Client/Client's representative and/or the insured party (hereinafter referred to as Client/Owner) signing below, representing all parties, hereby authorize Flood Out Restoration, a Texas Corporation, (hereinafter referred to as Flood Out Restoration) to provide or cause to provide complete Emergency Mitigation Services at the above mentioned loss location: Markum Enterprises, LLC, dba Flood Out Restoration.

The work of this Contract

Flood Out Restoration agrees to furnish or cause to provide all labor, supervision, materials, equipment, tools, subcontract work and services, which in Flood Out Restoration's sole discretion, and is reasonably necessary to timely and fully perform and complete the work in a workmanlike manner.

Partial list of Scope of service -

- Secure building and/or buildings and debris clean up from property as needed.
- Debris and Water removal from building/s, removal of wet un-savable building materials, clean up as needed.
- Set up and monitor of drying equipment as needed on all water and moisture affected areas to stabilize dryout and control humidity.
- Deodorize and Sanitize as needed.
- Provide Power and Fuel as needed.

Payment for Services

- The Client and/or insured party shall pay the Contractor the sum of the written scope of work as provided by the Flood Out Restoration Damage Survey or Xactimate.

Direct Payment Authorization

I/We Client/insured authorize Flood Out Restoration to be included as payee on insurance payments for any work rendered by Flood Out Restoration under this Contract.

I/We accept this Contract and Conditions on back of this Agreement as a binding contract.

Client/Insured or Client/Insured Representative

Date

Flood Out Restoration Representative

UPSHUR CO. J0069 2-12-2025

Conditions

Article 1.0 The Contract Documents

Contract Documents consist of this Agreement and the Flood Out Restoration Damage Survey or Xactimate estimate. This Agreement represents the entire agreement between the parties hereto and supersedes prior negotiations, representations or agreements either written or oral. *Due to the nature of client and/or client representative not being present, an oral (by phone) and/or email change order will be accepted for additional work. Any federal, state, or local permits or consents required for the performance of the work are the responsibility of client. This Agreement is bonding upon the heirs, successors and assigns of Client and/or Insured party and Flood Out Restoration.*

1.1 Client is to provide access to adequate power and other utilities as needed to jobsite or contractor will add this service to his scope of work. All generator (SOME UNITS MAY REQUIRE A MINIMUM OF ONE WEEK RENTAL) and fuel requirement will be billed at cost plus 20%. Contractor assumes that all Electrical, Plumbing and HVAC services are in working order and client grants permission to contractor, his workers and subcontractors to use and connect to the above utility service. Client & Contractor agrees to hold each other harmless for any damages to contractor's equipment or client's property. All Phoenix Dehumidifiers and air-movers require a 3 day minimum.

1.2 Flood Out Restoration shall carry all General Liability, Worker's Compensation, and Vehicle Insurance to protect Client from all claims, and agrees to hold client harmless of all Liability Claims. Client is to carry fire, wind, water and Builders Risk Insurance. Client's Contractor and Sub-Contractor waive all rights of subrogation against each other and agree to indemnify each other and any of Client's representative, Contractor's representative, or Sub-Contractor's representative for any and all claims and damages to property under this contract. Client agrees that Flood Out Restoration shall not be responsible for any and all incidental or consequential damages to include, but not limited to, business interruption, loss income and loss of business opportunities and damages to building components during temporary service, and client shall hold Flood Out Restoration harmless of any such damages.

1.3 Client agrees that in the event that Flood Out Restoration is found responsible for content damage, such contents will be reimbursed at the Actual Cash Value amount.

1.4 Client is hereby given Notice that the described property is subject to Mechanics, Material and Labor Liens which will be filed if any payment to Flood Out Restoration is not paid within 30 days of invoice. All supplies used on project shall remain property of Flood Out Restoration until final payment is made.

1.5 Contractor may suspend all work if payments are not made within 15 days of invoice. In the event of a dispute between Contractor and Client as to their contractual duties all disputes shall be settled at the sole option of Flood Out Restoration by either: 1) final and binding arbitration, under the commercial rules of the American Arbitration Association, or 2) by any other remedy available at law or equity. The prevailing party shall be reimbursed for all legal expense and interest due on outstanding invoices or over payments.

1.6 Client may suspend all work with notice in writing to Contractor specifying all problems if Contractor fails, after 15 days written notice to remedy problems. (Unless as extended by reasonable delays caused by strikes, accidents, weather, or other unforeseen scheduling problems). Contractor may at its option remedy the problems or withdraw from the project. If Contractor withdraws from project, Contractor shall be paid by Client up through the date of withdrawal for all sums due under this Agreement.

Article 2.0 Indoor Air Quality Statement (IAQ)

2.1 If Client, Tenants and/or the Insurance Companies, have any concerns with IAQ or if property has history of moisture related problems, the property should have an indoor air quality pre-test conducted by a Certified Industrial Hygienist (CIH) to determine and identify any mold or Hazardous materials that pre-exist at the property, and post test to provide that any area in question is at acceptable levels. Flood Out Restoration does not accept any liability for adverse health effects or additional environmental affect to the property, nor does Flood Out Restoration accept liability for additional property damage caused by removal of the contaminated materials. Client, and/or Contractor, and/or the Insurance hereby agree to hold Flood Out Restoration harmless and indemnify Flood Out Restoration from all claims pertaining to Indoor Air Quality.

Article 3.0 Payments

3.1 Progressive payments shall be Weekly progressive payments, with the final payment due 15 days after final invoice.

3.2 Interest Charges Unpaid balances outstanding beyond the 30 day final collection period shall bear interest at a rate of 1.5% per month until all amounts due under this Contract are paid in full.

Article 4.0 Governing Law

4.1 This Settlement Agreement shall be construed in accordance with the Governing Law of the State of Texas. The obligations of the parties are performable and venue for any legal action arising out of this Settlement Agreement shall lie exclusively in Gregg County, Texas.

4.2 Client agrees that should any paragraph or provision violate the law and is unenforceable, the rest of the contract will be valid.