



CARDINAL CATASTROPHE SERVICES, INC.

FIRST IN STORM DAMAGE

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SHINGLE COLOR: _____
DRIP EDGE COLOR: _____

INSURANCE RESTORATION CONTRACT AND AUTHORIZATION OF THE INSURED

INSURED: _____ ADDRESS: _____

LOSS EVENT (PLEASE CIRCLE): **HAIL EVENT** **WIND EVENT** **OTHER:** _____

LOSS DATE: _____ INSURANCE CARRIER: _____

POLICY NUMBER: _____ CLAIM NUMBER: _____

The Insured hereby appoints, directs, hires, and authorizes **Cardinal Catastrophe Services (CCS)** as General Contractor to act for and on behalf of the Insured in all matters relative to the restoration, rehabilitation, and renovation of damages sustained to Insured's property listed above. If Insured has not yet filed a claim, then the Insured will file a claim with their Insurance Carrier and provide **CCS** with all necessary claim information including the Summary For Dwelling (S.F.D.) - also known as the "Scope Paperwork." It is understood and agreed that **CCS** is empowered to contact the Insurance Carrier and meet with their representative in order to assist the Insured in determining the fair Replacement Cost Value of Insured's losses relative to the claim. Also, it is understood that the Insured agrees that the Insurance Carrier has permission to provide **CCS** with the S.F.D., scope paperwork and all supporting data related to the claim upon request.

The Insured agrees that **CCS** will be paid the **Replacement Cost Value (R.C.V.)** that the Insured's Insurance Carrier determines for the work necessitated by the claim described herein, including all supplemental invoices, deductible, overhead, and profit. The Insured's deductible is paid by the Insured as it is a portion of the R.C.V. amount.

Per Illinois Attorney General, the Insured's Insurance Carrier's S.F.D. constitutes our official written estimate and/or bid. CCS's written estimate and/or bid is set by the Insured's Insurance Carrier. The Insurance Carrier's R.C.V. will serve as the sale price.

Insured expressly agrees that they will not have another person, entity, roofer or contractor perform or conduct any part of the work necessitated by the claim described herein. **CCS** agrees to perform all work and to furnish all labor and material at least equal to and based upon the S.F.D. **CCS** agrees that all work is to be performed in a professional manner, according to industry standard best practices. **CCS** agrees that the Insured has the final choice of which actual type of material is used. Alterations and/or deviations from the Insurance Carrier's S.F.D., including, but not limited to, extra costs will be executed only upon change orders, and may/will become an extra charge over and above the Insurance Carrier's S.F.D./R.C.V. and shall be the responsibility of Insured to pay in full.

This is a **contingency contract** which means in the unlikely event the Insured's Insurance Carrier denies the claim, this Insurance Restoration Contract/Authorization of the Insured will become null and void.

CCS agrees that the total out-of-pocket expenses of Insured will not exceed Insured's insurance policy deductible for the scope of work agreed upon by the Insurance Carrier and the Insured, except in the instance of faulty decking or if Insured chooses to alter, deviate, or upgrade the products from their Insurance Carrier's S.F.D. All direct costs including **overhead and profit** paid by the Insurance Carrier are included in the Insurance Carrier's settlement and are due to **CCS** in accordance with the payment schedule set forth herein. Any and all supplemental invoices approved by Insured's Insurance Carrier for additional work or cost increases will become part of this agreement.

Insured agrees to pay **CCS** the amount of the first check (A.C.V.) received from the Insurance Carrier, and/or half of the R.C.V. amount, whichever is greater, to commence work. Insured also agrees that upon receipt of the balance of the funds due from the Insurance Carrier, final payment will be paid to **CCS**. Only payments made to and received by **CCS** will be considered to satisfy the payment of this agreement. Payment schedule shall not be amended without the prior written approval of **CCS** company officer. All funds received from the Insurance Carrier are due to **CCS** immediately upon receipt.

The Insured hereby hires **CCS** as General Contractor for completion of all restoration work for the Insurance Carrier's settlement and thus requests overhead and profit be added to the claim. All direct costs, including overhead and profit, paid by the Insurance Carrier are included in the Insurance Carrier's settlement and are due to **CCS** in accordance with the payment schedule set forth herein. Any and all supplemental invoices approved by Insured's Insurance Carrier for additional work or cost increases will become part of this agreement. Any upgrade(s) or additional work requested by Insured that is not approved by Insured's Insurance Carrier will be Insured's financial responsibility and will become part of this agreement via change order.

Assignment of Benefits: The Insured hereby assigns any and all insurance rights, benefits, proceeds, and any causes of action under any applicable insurance policies to **CCS** for services rendered or to be rendered by **CCS**. By executing this document, Insured intends for all rights, benefits, and proceeds for services rendered by **CCS** to be assigned solely and exclusively to **CCS**. In this regard, Insured waives privacy rights. Insured makes this assignment in consideration for **CCS** agreement to perform labor, services, supply materials, and perform its obligations under this contract. Insured hereby unequivocally directs Insurance Carrier to release any and all information requested by **CCS**, and/or **CCS**'s attorney for the purpose of obtaining actual benefits to be paid by Insurance Carrier for services rendered or to be rendered. All checks issued by the Insurance Carrier and/or Mortgage Company in payment for the services provided herein shall list the Insured and **CCS** as co-payees (if applicable) and are due to **CCS** upon receipt.

ACCEPTANCE OF AGREEMENT

By signing below, I, the homeowner/Insured, have received from the Contractor a copy of the pamphlet titled "Home Repair: Know Your Consumer Rights." I understand that this document serves as authorization of **CCS** to communicate with and negotiate with my Insurance Carrier to obtain a contract for construction work as approved by my Insurance Carrier. The terms, specifications, and conditions listed above and on the reverse side of this page and all matters incorporated herein by reference, including signed proposal and specification pages if applicable, constitutes the entire agreement between the parties. This agreement is hereby deemed satisfactory and accepted. **CCS** is authorized to perform the work as specified.

INSURED SIGNATURE _____

DATE _____

HOME PHONE # _____ WORK/CELL PHONE # _____

EMAIL _____

CCS AUTHORIZED SIGNATURE _____

DATE _____

For the purpose of this agreement, "Insured" and "You" are defined as all owners of the property, and the person(s) who sign this agreement hereby represent that they have authority from each owner to sign on their behalf and subject them to the terms herein.

1. As a common practice to prevent installation delays, **CCS** will order materials above and beyond that which is initially compensated for by your Insurance Carrier. Therefore, any and all extra materials are the property of **CCS**.
2. Any structural issues existing prior to the **CCS** project will be the responsibility of Insured. **CCS** is not responsible for pre-existing construction deficiencies that manifest themselves during the construction process, including but not limited to, nail pops, wood rot (Masonite or Cedar siding rot), decking deflection, etc. If **CCS** is notified in writing of a construction problem prior to construction, **CCS** will try to assist Insured to correct the problem(s) on a time and material basis. **CCS** is not responsible for skylight leaks or ice dams (thawing and freezing of ice, water, or snow) or any other damages to roof including leaking due to excess snow, wind, driven rain, ice, or hail during the period of the limited warranty. Excessive wind is of 45 mph or greater. **Roof Decking:** This is an additional charge that falls under the Insured's responsibility. If plywood is needed, there will be an additional charge of \$65.00 per sheet of plywood. If 1x's are needed, there will be an additional charge of \$3.50 per board feet. The Insured will be notified during the replacement process.
3. For some projects, **CCS** uses boom-trucks and/or roll off dumpsters. It is the Insured's responsibility, upon signing this agreement, to inform **CCS** if the driveway may not withstand the weight of the vehicles. **CCS** and/or our vendors will not be held responsible for any damage to driveways. **CCS** shall not be responsible for small hairline cracks in driveway, oil droplets, and minor scratches, and/or denting to gutter.
4. The Insured understands that it may become necessary for the Insured to work in orchestra with any and all **CCS** representatives in negotiating with the Insurance Carrier to adequately compensate the Insured for the full restoration of the Insured's property in its entirety. **CCS** is explicitly released from any direct or implied obligation to perform repairs/replacements listed on the S.F.D. for which the amount allocated is insufficient to cover the required labor, services, and materials, including taxes, for completion of work.
5. The Insured shall promptly notify **CCS** of the existence of defective materials or workmanship. Following inspection, **CCS** shall repair or replace materials (in accordance with the manufacturer's warranty) or workmanship found to be defective. **CCS** shall not be responsible for incidental or consequential damages resulting directly or indirectly from any defective materials or workmanship. In no event shall **CCS** maximum liability for the repair or replacement exceed the original cost of labor and materials for agreed upon work. **CCS** shall not be liable for failure of performance due to labor controversies, strikes, fires, weather, and inability to obtain materials from usual sources, acts of God, acts of war or any other circumstances beyond the control of **CCS**, whether of a similar or dissimilar nature.
6. Any representations, statements, or other communications not in writing and signed by Insured and **CCS** are immaterial, and not part of this agreement and do not survive the execution of this agreement, with the exception of free upgrades. After 3 business days, this agreement cannot be cancelled except by mutual consent of all parties to the agreement. After 3 business days, if this agreement is canceled by the Insured, the Insured shall pay 17% of the R.C.V. amount or \$2000.00, whichever is greater. If any provision of this agreement should be held to be invalid or unenforceable by a court of competent jurisdiction the remaining provisions of this agreement shall be unaffected and remain valid and enforceable. This agreement shall be construed, interpreted and enforced under the law of the governing state.
7. If the Insured agrees to enter into additional contract(s) for the different stages of work that are approved for repair and/or replacement by the Insurance Carrier's settlement, and in the event of nonpayment of a prior contract or any installment upon a current contract, **CCS** may suspend work or cancel without recourse all remaining contracts. In addition, in the event of nonpayment of any contract or installment when due, **CCS** has no duty to remove any debris and may return like material to the property.
8. Should default be made in payment of this agreement, charges shall be added from the date thereof at a rate of three and a half percent (3.5%) per month, with a minimum charge of \$450.00 per month. If **CCS** shall retain an attorney for collection of amounts due, Insured agrees that they shall be responsible for payment of such attorney's fees, filing fees and other expenses and costs of collection of the amounts due. If Insured defaults in payment or performance, Insured shall pay all costs of collection including all court costs and attorney fees. Interest at 27% per annum will be charged on all invoices if unpaid after 30 days and all warranties are void. Furthermore, **CCS** may return like materials to property and Insured consents to **CCS** filing a mechanic's lien against the property. The parties voluntarily, intentionally, and knowingly waive any right they have to a jury trial for any dispute, issue, claim or controversy arising from or related to any aspect to the contract, documentation, performance, materials, or the transaction.

NOTICE OF CANCELLATION - Illinois

You may cancel this contract at any time before midnight on the earlier of the fifth business day after you have received written notification from your insurer that all or any part of the claim or contract is not a covered loss under the insurance policy or the thirtieth business day after your insurer has received properly executed proof(s) of loss from you. Effective cancellation will consist of a written, dated and signed notice provided by the Insured. Such notice is effective upon deposit into any US Mailbox with properly paid postage on a properly addressed envelope or personally delivered to 214 Hillsboro Ave., Edwardsville, IL. Whether by mail or delivery, the cancellation notice must be accompanied by the written notice from the Insurer stating all or part of the claim is not a covered loss.

NOTICE OF CANCELLATION – Missouri

If you are notified by your insurer that all or any part of the claim or contract is not a covered loss under the insurance policy, you may cancel the contract by mailing or delivering a signed and dated copy of this cancellation notice or any other written notice to (name of contractor) at (address of contractor's place of business) at any time prior to midnight on the fifth business day after you have received such notice from your insurer. If you cancel, any payments made by you under the contract, except for certain emergency work already performed by the contractor, will be returned to you within ten business days following receipt by the contractor of your cancellation notice.