

# HURRICANE PROGRAM

## Customer Communication / Work Authorization

Owner/Agent Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Phones: H: \_\_\_\_\_; Cell: \_\_\_\_\_; W: \_\_\_\_\_;

Email: \_\_\_\_\_

Work to Be Performed at: \_\_\_\_\_

Property Management Company: \_\_\_\_\_ Unit # \_\_\_\_\_ Unit Ph# \_\_\_\_\_

### Instructions and authorization for the restoration of your property This agreement is valid for June 1, 2009 – May 31, 9010

Initial  
Please

**Why we are here:** Water indoors is an abnormal condition and can cause or contribute to a number of problems. The damage and health implications increase the longer materials remain wet. There are at least four progressive stages of indoor water damage as follows:

1. Water migrates into areas not originally affected. Water spreads laterally into adjoining rooms, penetrates materials below and wicks up into porous materials above. It is best to evaluate all affected areas, not just areas with visible saturation.
2. Saturated materials begin swelling as they absorb moisture. In many situations drying and restoration will restore them, and in others the damage may be permanent. Rapid drying will help reduce the chance of permanent damage.
3. As water evaporates it causes an abnormal humidity condition. High humidity can damage some porous materials if allowed to continue. Humidity damage is most common when the indoor humidity exceeds 60% over time. It is best to reduce the indoor humidity quickly to help prevent humidity damage.

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4. After water intrusion, mold and bacterial spores germinate and multiply. Given acceptable growth conditions, one organism can multiply to more than one billion organisms in less than 24 hours. Microorganisms can cause mold damage and degrade indoor air quality. Some microorganisms produce antigens and allergens, which cause allergies while others can cause infections and toxic diseases.

**Reducing mildew growth & damage:** I, the Owner/Agent, understand that several things can be done to reduce mold growth and damage to affected materials. (1) Water can be removed as quickly and as thoroughly as possible. (2) Antimicrobial agents can be applied to inhibit the growth of mold and other bio-contaminants. (3) Rapid air-movement can be introduced into areas and cavities to increase the rate of evaporation. (4) The relative humidity indoors can be reduced and then maintained between 25% and 45% Rh if possible.

**Authorization:** I, the Owner/Agent, for the job site listed, authorize Bluewater Restoration to enter my property, furnish materials, supply all equipment and perform restoration procedures necessary by reason of water, fire, or smoke damage occurring during this claim dated \_\_\_\_\_, 20\_\_\_\_, and to perform all restoration procedures necessary to mitigate the structure only. I agree to provide a clear and continuous access to the job site for the period when work is scheduled. In addition, I, the owner/agent, also agree to make the site's telephone, toilet, water, and electric available at no charge to the contractor for the period when work is scheduled. I understand that Bluewater Restoration is only responsible for structural mitigation at this time. I will be responsible for my contents' mitigation until the adjuster has made a determination. I understand it is necessary that Bluewater Restoration be allowed to perform content manipulation in order relocate personal contents to proper locations.

**Prices:** I, the Owner/Agent, understand that water damage is a progressive condition and that drying time varies depending on the types of materials, quantity of water, degree of saturation, airflow volume and velocity, temperature and the indoor and outdoor humidity. Therefore, I understand it is impractical to give an accurate quote for services before completion. I have been supplied with a sample of Bluewater Restoration's standard price list (Xactimate Elizabeth City download) a copy of which is included herewith, and agree to pay the prices from this source. Bluewater Restoration agrees to keep accurate records and provide documentation if requested.

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**Stop Work-Hold Harmless:** In the event that Bluewater Restoration is not allowed to perform its recommended procedures and/or drying equipment is removed prematurely, I, the Owner/Agent agree to release and hold Bluewater Restoration harmless, and indemnify Bluewater Restoration against any further damage claims or actions that may result from such incomplete procedures.

(On the next two, pick one:)

**Authorize Antimicrobial Agents:** I, the Owner/Agent, understand that in the best judgment of Bluewater Restoration all wet materials should be treated with a commercial antimicrobial to inhibit the growth of microorganisms during the drying process. I understand that I will receive oral and/or written information, if requested, regarding the antimicrobial agent and agree that all wet materials should be treated with this product as part of the restoration process. I understand that it is beyond the expertise of Bluewater Restoration to determine if someone may be sensitive to its application and will hold Bluewater Restoration harmless for its use.

**No Antimicrobial Agents:** I, the Owner/Agent, have decided that **I do not want antimicrobial agents applied** to affected materials in my home/business. I will hold Bluewater Restoration harmless for any biological odors or growth, indoor air quality degradation and any other health concerns or damage that may occur due to microbiological activity during and/or after the restoration process.

**Drying Equipment:** I, the Owner/Agent, understand that high velocity air movers (fans) and dehumidifiers will be installed to increase the rate of drying. I will not allow children to play with this equipment and will not turn off the equipment without first calling Bluewater Restoration. I have been informed that the target humidity for my home/business is 25 - 45% and it may take several days to attain this condition. I will not leave windows open unless instructed by Bluewater Restoration, as this may retard the drying process. I will minimize entering affected rooms, especially those where carpet is being dried.

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**Safety:** If dehumidifiers or air movers must be moved, they must be shut off and unplugged as it may be hazardous to move these units while they are operating. Exposed tackless strip is a danger even when covered; I, the Owner/Agent or anyone I allow into the home, will take care when walking near tackless strips. The floors may be slippery when wet; I will take extreme care if walking on or from wet flooring materials.

**Equipment Responsibility:** I, the Owner/Agent, understand that I am responsible for loss or theft of drying equipment while in my care and custody and will take reasonable precautions to insure that this drying equipment is not lost or stolen. This only applies if I am living or working in the environment while work is in progress.

**Insurance claims and Payments:** I, the Owner/Agent of home/ business, authorize all agents, adjusters and insurance underwriters that are involved with my claim to speak directly with Bluewater Restoration in reference to my claim. Any and all charges for services not reimbursed by an insurance company are the sole responsibility of the Owner/Agent and are to be paid upon completion of the work. If the unpaid charges can be re-submitted then Bluewater Restoration will work with Owner/Agent on the re-submittal. Payment terms to Bluewater Restoration are Net-30 days and late charges of 1.5% monthly are charged on any unpaid balance. Bluewater Restoration is not working for the insurance company, but for the owner of property. As owner/agent, I agree to pay Bluewater Restoration directly upon receipt of invoice regardless of insurance coverage.

**Other Costs:** As Owner/Agent of the property, it is understood that I have authorized the work and accept responsibility to Bluewater Restoration for services rendered. **It is fully understood and agreed that the Owner/Agent is personally responsible for any and all costs, charges, deductible or depreciation not covered by insurance.** It is fully understood that any work requested by the Owner/Agent outside the scope of work will be done as a separate contract authorized in writing.

\_\_\_\_\_ I am paying deductible now

\_\_\_\_\_ I will pay deductible (when) \_\_\_\_\_

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(On the next two, pick one:)

**No contents coverage:** I the Owner/Agent will be responsible for the mitigation and security of my personal contents as well as for making the determination of my contents' damage. I understand it is my responsibility to perform my own content inventory and supply that information to my insurance company. I understand that Bluewater Restoration will not be performing any mitigation services on contents. I will allow Bluewater Restoration to alter or move my personal contents out of the work areas. I acknowledge Bluewater Restoration may store unaffected contents inside the residence/business if possible. I acknowledge that some contents may be left outside if they are deemed too wet to return to the residence/business, or the residence/business does not have anywhere for contents to be placed. I agree to be responsible for the security of my contents if left outside and will hold Bluewater Restoration harmless in the event of their theft or further damage. I acknowledge that my contents, whether inside or outside, are subject to further damage, as water damage is a progressive condition. If there is no one able to perform the duties of the owner, owner can in writing authorize Bluewater Restoration to list and remove items determined by owner at owner's expense. Bluewater Restoration will not be responsible for any items so moved.

**Contents coverage:** I, the Owner/Agent, authorize Bluewater Restoration to alter or move my personal contents out of the work areas. I acknowledge Bluewater Restoration may store unaffected contents inside residence/business, if possible. I acknowledge that some contents may be left outside if they are deemed too wet to return to the residence/business, or the residence/business does not have anywhere for contents to be placed. I acknowledge that Bluewater Restoration may list the inventory that is moved and their locations. Photos will be taken of the content inventory and included with a list for the Owner/Agent to provide to insurance adjuster. Personal content mitigation or disposal is at the sole discretion of the adjuster/underwriter.

**Content Mitigation:** I, the Owner of the property, fully understand the following:

1. Bluewater Restoration will only perform structural mitigation at this time. Content mitigation can only be assessed and authorized by the adjuster.
2. Bluewater Restoration will only be responsible for content manipulation. We will use normal care in moving the contents to proper locations; we will not be responsible for collateral damage due to manipulation.

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- 3. Bluewater Restoration will not be responsible for collateral damage due to delays beyond our control.
- 4. I, the Owner/Agent, am responsible for my own content mitigation until such time as the adjuster authorizes Bluewater Restoration to inventory and mitigate the contents. Bluewater Restoration will remove unaffected contents to a safe, undamaged area if possible. **IF** this is not possible, Owner is responsible for providing a location for those contents (i.e. storage container, pods, etc). We will use normal care in moving the contents to proper locations; we will not be responsible for collateral damage due to manipulation. Storage units will need to be authorized by the adjuster or provided by Owner.
- 5. Damaged personal contents will be removed from structure to the outside of the home and assessed and secured by the Owner/Agent. Bluewater Restoration has no responsibility for those contents left outside. Owner will be notified as soon as the contents are moved outside, for their disposition.
- 6. Special personal contents to be *saved under any circumstances* will be listed below by the Owner/Agent. These contents/items will be set aside as directed by the Owner/Agent. These items might be of importance to homeowner but also might be part of the contaminated area and might be affected by the contaminated water. Owner agrees that Bluewater Restoration is not responsible for contents removed from the residence and left outside, if Owner/Agent has failed to provide a location for the contents. I, the Owner/Agent, state that the following items to be saved will be listed below:

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**Miscellaneous Terms and Conditions:** I, the Owner/Agent acknowledge and agree that:

- 1. This Agreement and the interpretation hereof, shall be governed exclusively by its terms and by laws of the State of North Carolina without reference to its choice of law provisions. **Any action by either party to enforce this Agreement shall be filed at the District or Superior Court or Currituck County, North Carolina.**

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2. In the event of any dispute or controversy arising between the parties hereto, which remains unresolved for a period of sixty (60) days, either party may provide notice to the other party and submit the dispute to arbitration under 1.569.1 *et seq.* of the North Carolina Revised Uniform Arbitration Act. The results of the Arbitration shall be final and binding on all parties to this Agreement.

I have read and understand the information above and have received a copy for my records.

**Location:** \_\_\_\_\_

**Owner/Agent:** \_\_\_\_\_ **Date** \_\_\_\_\_