



"FOR YOUR BUSINESS OR HOME, IT MUST BE SET IN STONE!"

44872 Heydenreich
Clinton Township, MI 48038-1551
Office: (586) 231-0095 Fax: (888) 987-4256
Email: sisbids@yahoo.com
Lic# 2102209559 Fed ID#27-1645329

WORK AUTHORIZATION AND DIRECTION OF PAYMENT

_____RELATIONSHIP_____ as the "customer" retains, hires, and authorizes to perform cleaning and restoration services as specified in the scope of work and/or estimate on customers property at:

Address: _____

City/State: _____ Zip: _____

FOR: _____

and items that need to be cleaned either in the home or at a remote location, to remove and clean such items as necessary.

Customer acknowledges that all moveable items of significant value have been previously removed or destroyed, except as follows: _____

Customer agrees to keep Set in Stone LLC. advised of their whereabouts at all times and to cooperate in the restoration/repair process, when and if needed.

Customer phone numbers that they can be reached at are:

Home: _____ Cell: _____

Work: _____ Other: _____

If any part of this work is being paid an insurance company, Customer authorizes, requests, and directs _____; Customer's Insurance Company to pay Set in Stone LLC. solely and directly, or at the very minimum, a two party check with Set in Stone LLC. (FED TAX ID. # 27-1645329) on the draft.

If the insurance check should be issued to or made payable to Customer, Customer, upon receipt of the check from the insurance/mortgage company, agrees to pay Set in Stone LLC.. immediately. Customer agrees to pay Customer's deductible in the amount of \$ _____ that applies to insurance claim for this work.

Customer further agrees that if any part of the services Set in Stone LLC. performs on behalf of the customer is not covered by insurance, Customer agrees to pay the total amount to Set in Stone LLC. upon receipt of the invoice for total amount of work performed. Customer agrees and understands that Customer, its agents, successors, assigns and heirs are personally responsible for any and all deductibles, depreciation, or any other costs not covered by insurance. If any of the charged services are not paid or reimbursed by the Insurance Company, Customer agrees and understands that the not paid or reimbursed services are the responsibility of the Customer and are to be paid upon completion of the work.

It is further understood and agreed that the interest will be charged at the maximum allowable by law, on accounts over thirty (30) days past due. In the event this account is in default, Customer agrees to pay Set in Stone LLC's. attorney's fees and other collection costs incurred, whether suit is filed or not, until the same be fully collected, paid or lawfully discharged. Default shall be considered to have occurred in thirty (30) days after receipt of Set in Stone LLC's. invoice for services rendered herein.

It is further understood and agreed that Set in Stone LLC. is working for the Customer to perform restoration/repairs and not the Insurance Company, agent, or adjuster. Set in Stone LLC. is not being retained to negotiate with the Insurance Company to determine what, if any, repairs are covered under the insurance policy. It is understood that all coverage disputes are between the Customer and the Insurance Company.

Customer Initials

GENERAL TERMS AND CONDITIONS
READ CAREFULLY

1. *Customer agrees and understands that Set in Stone LLC's performance of its services are limited by the pre-existing conditions and characteristics of the premises, building materials, fabrics, contents, furniture, and/or other items. Set in Stone LLC. expressly disclaims any responsible or liability for any pre-existing conditions.*
2. *Set in Stone LLC. may in its sole discretion pre-test materials for removability of spots or stains, dyes or color fastness, shrinkage, fading, adhesive breakdown or other problems. It is understood that it is not always possible to determine these conditions in advance. Set in Stone LLC. does not guarantee spot stain removal, color fastness, prevention of shrinkage, fading, or adhesive breakdown.*
3. *Set in Stone LLC. does not guarantee that the wall and ceiling cleaning, if necessary, will restore the original color to any painted surfaces.*
4. *Not all fabrics and/or contents can be cleaned. Set in Stone LLC. shall use reasonable efforts to advise the Customer of any adverse effects, which may be reasonably forcing due to the nature of the material or fabric, involved. Set in Stone LLC. does not guarantee that such materials can be cleaned or there will be no adverse effects to any attempts to clean such fabrics, contents and/or materials. The Customer understands that some cleaning substances and/or processes may cause discoloration or other adverse effects of the material. Customer understands and agrees that it is impossible to determine when such adverse effects will occur and Set in Stone LLC. does not guarantee against such adverse effects.*
5. *The Customer understands and agrees that Set in Stone LLC. agrees to complete work in a reasonable workman-like manner. Meeting this standard of care does not establish a guarantee that certain conditions will be attained. For example, as part of this contract Set in Stone LLC. may provide some services to remediate mold conditions, sewage back up, and/or minimize the potential for the development for mold, pathogen, fungi, and/or bacteria infestations in the completed building/property and/or on any contents. However, because mold/bacteria/fungi/pathogen are created by microscopic organisms and influenced by natural conditions that are virtually impossible to detect, no consultant can ethically claim that its services, no matter how comprehensive, will eliminate mold/bacteria/pathogen infestation of the risk of a mold/pathogen/fungi and/or bacteria infestation occurring or that residents or occupants will not be injured by being exposed to mold/bacteria/fungi/pathogen microscopic organisms. As such, customer understands and agrees that Set in Stone LLC. shall not be liable for any damages resulting from a mold/bacteria/fungi/pathogen infestation or exposure or did not prevent a mold/bacteria/fungi/pathogen infestation or exposure from coming into being. Customer further agrees that the occurrence of mold/bacteria/fungi/pathogen infestation should not and shall not be deemed evidence of negligence, error, or omission. Customer understands and agrees that Set in Stone LLC. does not guarantee the removal or eradication of mold/bacteria/fungi/pathogen.*
6. *Set in Stone LLC. warrants its workmanship for a period of one year after completion. Any manufacturer warranty on goods or material supplied in connection with this work shall be in the customer's sole remedy with respect to such goods and products. Set in Stone LLC. except as stated herein disclaims any and all other warranties, habitability, merchantability and fitness for a particular purpose.*
7. *It is further understood and agreed that Set in Stone LLC. shall not be responsible for any consequential or incidental damage caused by a leak, except to the repair of the leak. Customer, unless otherwise expressly specified in writing, shall be responsible for removing and protecting items on the interior of the structure and surrounding property.*
8. *Under no circumstances will Set in Stone LLC., its officers, directors, employees, agents, or insurer be liable for any claims by the customer and/or third person(s), including person(s) going into or residing in the subject property for non-economic damages, including, but not limited to, personal injury, pain or suffering, mental anguish, as well as claims for economical damages, for lost wages, medical expenses, or other losses, damages or penalty. Set in Stone LLC. shall not be responsible or liable for these damages even if it had been aware of the possibility of such damages or they are foreseeable or forclaimed by a third party. The maximum amount of liability or any expressly agreed that customers remedy expressed herein, is customer's exclusive remedy. These limitations or remedies shall apply even if any other remedies fail of their essential purpose.*
9. *Contaminated contents not authorized for restoration or removal from premises can cross contaminate structure and indoor air quality.*
10. *Customer understands that during the clean up and restoration process that unless specifically authorized by Set in Stone LLC. the heating and cooling should not be turned on or in any way be used.*
11. *Any and all labor, materials, or other work, beyond that identified in the contract, shall require written amendment to this contract and shall result in additional charges.*

Customer Initials

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12. Customer understands and agrees that material and processes by Set in Stone LLC. during repair, renovation, or restoration/remediation of the building/property should involve increased risk of personal injury or building/property damage. Set in Stone LLC's. work may involve the use of chemicals. Including biocides, which may irritate and/or cause injury to the residents, guests and/or pets within the residents and/or cause damage to the contents and/or building materials if any biocides are to be used. Set in Stone LLC. will provide customer with a copy of the Material Safety Data Sheet, (MSDS) for the biocide. It is understood that access to the worksite during the restoration process shall be at the person(s) sole risk. Customer agrees to notify any and all family members and/or guests in the home of the nature of work being performed and they are to enter the work area at their own risk. It is expressly understood and agreed that Set in Stone LLC. cannot and will not be responsible for any claims by any person(s) alleging injuries and/or damages resulting from the use and/or exposure to chemicals being used on this project.
13. All goods and services provided by Set in Stone LLC. in connection with this agreement shall be governed by the scope of work estimate, which is approved by the Customer and/or their insurance company. Any alteration, modification, amendment, or deviation of this agreement, the scope of work, and/or estimate involving extra charge, or work requires written authorization from the customer and/or their insurance company and will become an extra charge, over and above the original estimate.
14. If the Customer is in default to pay for the services rendered, Set in Stone LLC. shall have at its sole discretion the right to determine how it wishes to collect on the outstanding fees. Any other controversy or claims arising out of or relating to this contract, unless otherwise specified, if either party desires the claims shall be settled by arbitration administered by the American Arbitration Association pursuant to its rules and regulations. The decision of the American Arbitration Association panel shall be final and binding on Set in Stone LLC. and its customer(s).
15. Any and all claims by the Customer brought against Set in Stone LLC., must be filed within one (1) year after the claim first accrued to the Customer. A claim accrues at the time the claims to have sustained damage and/or claims to have been wronged, which ever is shorter. Any and all claims by the Customer after one (1) year are expressly waived.
16. It is further understood that Set in Stone LLC. retains the right to hire contractors and persons, at its sole discretion, to perform the cleaning and restoration/repair services specified in the agreed scope of work.
17. Customer has the right to resend/cancel Repairs/Reconstruction contract only within three (3) business days with Set in Stone LLC. with no service charge to the Customer, if the Customer after three (3) business days (after repair/reconstruction estimate has already been submitted to the Insurance Company/Adjuster and awaiting review and approval) decides to go with another contractor or make the repairs/reconstruction themselves, than Set in Stone LLC. would be entitled to 10/10 (10%overhead & 10%profit) for this project.

Customer Date

Set in Stone LLC. Rep. Date

Customer Date

Customer acknowledges that he/she has received the Material Safety Data Sheet (MSDS) for the biocide/chemical to be applied for the clean up/restoration work by a Set in Stone LLC. representative. However, Customer understands that the use and any/all health and safety questions must be directed and answered by a health care professional and/or Certified Industrial Hygienist regarding biocides.

Customer Date

Set in Stone LLC. Rep. Date

Customer Date

