



PERFORMANCE AUTHORIZATION

This AGREEMENT made the _____ day of _____, 20____, by and between KUSTOM US, INC., hereinafter called the Contractor, and _____ hereinafter called the Owner.

Work to be performed at the specified real property or structure commonly known as (hereinafter the "Project").

Address: _____ City: _____ State: _____ Zip Code: _____

Insurance Company: _____ Policy Number: _____

The undersigned represents that he/she/they are the Owner, or Agent(s) of the Owner (hereinafter collectively referred to as "Owner" unless otherwise specified) of the property specified above (and/or its contents), that they have full and complete authority to execute this Performance Authorization (hereinafter the "Authorization") and bind Owner to its terms and conditions, and hereby authorize and direct KUSTOM US, INC. (hereinafter "Contractor") to perform the work selected and initialed below. Owner further directs and authorizes their insurer to make "KUSTOM US, INC." a payee on all insurance drafts issued as a result of, on account of, or in any way connected to the work of this authorization.

SCOPE OF WORK

EMERGENCY SERVICES

CONTENTS

RECONSTRUCTION

INITIAL

INITIAL

INITIAL

I have read this agreement, including the terms and conditions printed on the reverse side, and accept all terms.

OWNER / INSURED / AUTHORIZED REPRESENTATIVE
(CIRCLE ONE)

>

SIGNATURE

DATE

CONTRACTOR / AGENT

>

SIGNATURE

DATE

Emergency Work (Fla. Stat. Section 501.025 – Waived)

The undersigned hereby authorizes Kustom US, Inc. without delay to effect repairs as described in these contract documents on an Emergency Basis in order to mitigate further damages. As this is a repair on real property, we hereby voluntarily and fully waive our right to cancel this transaction within three (3) business days pursuant to Florida Statute Section 501.025 This waiver of the rights provided under Florida Statute Section 501.025 are unconditional. Therefore, Kustom US shall be entitled to full payment for all Emergency Services and Work performed regardless of whether a cancellation notice is provided after such Services and Work are performed.

OWNER / INSURED / AUTHORIZED REPRESENTATIVE

>

SIGNATURE

DATE

General Conditions

Owner agrees to pay Contractor for all labor, materials and equipment utilized to mobilize, commence, and perform the Emergency Services and Contents in accordance with Contractor's Time and Material Rate Sheet (available upon request). Reconstruction work will be performed and paid per approved Scope of Work finalized subsequent to the execution of this Authorization, which will be attached and incorporated into this Authorization. Owner agrees that they will not attempt to renegotiate these terms, or any part of them, after Contractor commences performance of the Work. It is understood and agreed that Contractor will perform the Work in a professional and workmanlike manner and in accordance with the General Conditions set forth below. Contractor will have a policy of liability insurance in full force, and will perform the Work in accordance with applicable building codes in effect at the time of the loss.

Owner hereby transfers, assigns and conveys to Contractor all of Owner's right, title, and interest in and to any insurance policy proceeds (and all subsequent drafts) issued as a result of, on account of, or in any way connected to the Work. Owner further authorizes and directs their insurer (named on opposite side) to make "Kustom US, Inc." a payee on all insurance drafts issued as a result of, on account of, or in any way connected to the Work of this Authorization. Owner further agrees to endorse and tender all drafts to Contractor immediately upon Owner's receipt of same. Owner agrees to make payment to Contractor regardless of whether Customer is entitled to reimbursement for such costs from its or some other person's or entities insurance carrier.

All Work performed by the Contractor is subject to the agreed upon terms of the insurance policy in effect for the listed property, this Authorization and the General Conditions below. All uninsured, non-covered code or other work not specifically included in the Scope of Work (of any kind or nature), applied depreciation, and/or insurance deductibles are and shall be the sole responsibility of Owner, and Contractor shall have no liability or responsibility, of any kind or nature, for the performance or payment of such obligations or duties. If Owner breaches this Contract and the Contract is only partially performed or Contractor is terminated prior to commencement, the Owner agrees that because Contractor's damages would be difficult to determine, Owner will pay Contractor as a liquidated damage: (1) the full price for all work that Contractor completed, and (2) plus 20% of the uncompleted Contract amount, which Owner agrees is reasonable and not a penalty, which is expressly bargained for and agreed to by Owner and Contractor, and which shall not exceed the contract price. Owner further acknowledges and agrees that he/she has read the General Conditions, and agrees to be bound by them. Owner further agrees that this Authorization shall be incorporated by reference into any subsequent contracts or agreements between Contractor and Owner, but Owner agrees that in the event of any inconsistency, ambiguity or other conflict by and between the terms of this Authorization and any subsequent contracts or agreements, that the terms of this Authorization shall govern and control. The parties agree that the laws of the state in which the Project is located shall govern the terms and conditions of this Authorization. Owner has the right to cancel this Authorization within three (3) days of Owner's execution of same. Cancellation must be done in writing, sent by USPS Certified Mail Return Receipt Requested, or by other form that provides delivery proof thereof.

Owner agrees to allow timely inspections by municipal inspector and/or mortgage company agents and to assist with obtaining any third party payee signatures on all insurance drafts so that Contractor can be reimbursed in a timely manner. If, for any reason, Owner's claim is denied by their insurance carrier or they refuse to pay the costs of any and/or all work provided pursuant to this Authorization, or if Owner otherwise delays or prevents the payment of said insurance draft, or use it for other purposes, Owner shall be personally liable for the costs of all labor, services and materials provided by Contractor arising out of, relating to or in any way connected with the Loss, regardless of whether Owner and Contractor enter into any agreements subsequent to the date of execution of this Authorization. Owner acknowledges and agrees that the Contractor shall have no liability for, and shall be indemnified and held harmless from and against, all claims, damages, liabilities and costs, of any kind or nature, and including but not limited to attorney fees and legal expenses, arising out of or relating to the presence, discovery or failure to discover, remove, address, remediate or cleanup environmental or biological hazards including, but not limited to, mold, fungus, hazardous waste, substances or materials, or asbestos. If for any reason all amounts due under this Authorization are not paid when due, the Contractor shall be entitled to recover its expenses and attorneys fees incurred in the collection of all sums that are or may be owed under this Authorization, with interest on the unpaid balance at the rate of 1.5% per month or the rate prescribed by law. The Owner permits Contractor to obtain a personal credit report to ensure that the insurance proceeds for this project are not in jeopardy. The Owner hereby voluntarily waives any and all defenses to arguing Owner did not receive the insurance proceeds intended to pay for the Contractor's services and materials under this Authorization and regardless of whether such insurance proceeds were received or not, the Owner shall remain fully responsible for full payment to Contractor. Venue and Waiver of Jury Trial: The parties agree the mandatory and exclusive venue for any actions arising out of, relating to and/or in connection with this Agreement shall be the Circuit Court in and for Orange County, Florida and each party hereby voluntarily consent to and submits to the jurisdiction of that Court for all disputes. The parties hereby knowingly, voluntarily, and intentionally waive any right they have to a trial by jury with respect to any and all litigation arising out of, relating to and/or in connection with this Agreement. Owner and Contractor agree that this Authorization and any signed Construction Agreement represents the entire agreement between the parties, and that all verbal communications and/or understandings between the parties have been memorialized herein.

Owner hereby acknowledges that his/her Contents may be removed from the subject Property to mitigate damages and/or clean/remediate accordingly and as deemed necessary by Contractor and/or Contractor's vendors. Owner hereby consents to such contents removal and possession by Contractor and/or Contractor's vendors, as necessary. Owner agrees and fully acknowledges that its applicable home insurance shall cover any other losses sustained on Owner's contents once in the possession of Contractor and/or Contractor's vendors.

Owner hereby consents and acknowledges that Owner waives any and all rights of subrogation to its applicable insurance carriers for any potential claims against Contractor and/or Contractor's vendors. This waiver is fully voluntary by Owner and unconditional.