

# PERFORMANCE AUTHORIZATION COMMERCIAL CLIENT

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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.

## SCOPE OF WORK

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

\_\_\_\_\_  
*OWNER / INSURED / AUTHORIZED REPRESENTATIVE* > \_\_\_\_\_  
*SIGNATURE* *DATE*

\_\_\_\_\_  
*CONTRACTOR / AGENT* > \_\_\_\_\_  
*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 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, the Owner will pay Contractor the full price for all work that Contractor completed. 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 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 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.

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 the location of the jobsite 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