



WORK AUTHORIZATION AND AGREEMENT – MITIGATION

I, _____ (full name-hereinafter referred to as “customer”) am the owner of or authorized agent of the owner of the property address listed below (the “property”). As such, I authorize Pacific Restore LLC (here and after referred to as “Pacific Restore” to perform its recommended procedures, mitigation processes, and emergency services (collectively “Mitigation Work”) located at:

ADDRESS	CITY	STATE	ZIP
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PHONE	MOBILE	EMAIL
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Customer represents and warrants that he/she/it is the owner of the property or has authority from the owner of the property to enter into this Work Authorization and Agreement – Mitigation (the “Agreement”).

The damage to the property occurred on or about: _____ (date) as the result of: _____ (the “event”).

Authorization

Customer here by authorizes and directs Pacific Restore to immediately begin mitigation work in and to the property, including, without limitation, to any of the following as Pacific Restore deems is recommended or necessary: walls, floors, flooring, fixtures, cabinetry, equipment, appliances, or any other part of the property affected by the event. Customer further authorizes and directs Pacific Restore to make its best efforts to stabilize the property and prevent further damage, to the greatest extent practicable. Customer understands and agrees that customer assumes the risk of Pacific Restore performing such mitigation work, and that Pacific Restore is not responsible for pre-existing damage, other damage to the property of which Customer may not be aware, whether concealed or visible, known or unknown. Pacific Restore shall not be liable for any conditions, or services outside of the designed work area. Pacific Restore makes no representations, promises or guarantees as to whether any portion of the property can be recovered or salvaged, regardless of the cause. Customer shall not limit Pacific Restores ability to enter the property once work has commenced, as additional damage may occur. Damage caused by Customer limiting Pacific Restores access shall not be held against Pacific Restore.

Limitation of Liability

Pacific Restore is not responsible for damage of any kind that may become evident or aggravated after or from the Mitigation Work. Pacific Restore shall not be responsible for, nor can it guarantee against, damage of any kind to the property having been subject to the event, or any other prior condition or damage. I understand and agree that Pacific Restore’s liability for loss or damage for any reason is limited by the amount paid by Customer to Pacific Restore pursuant to this agreement and shall not



exceed that amount regardless of the cause. Customer agrees that the liability of Pacific Restore is expressly limited to the amount paid by

Customer for the services authorized by this agreement, and in no event Shall Pacific Restore, its employees, owner's agents, or assigns be liable for consequential damages of any kind.

Payment of Fees/Assignment of Benefits

Customer understands and acknowledges that he/she/it has been informed that he/she/it is solely and entirely responsible for payment of any charges for the mitigation work, regardless of whether insurance may be available, and regardless of whether applicable insurance pays for a portion of the mitigation work rendered. Customer hereby, authorizes, consents, and directs his/her/its insurance carrier to pay Pacific Restore directly for the full amount of charges for the mitigation work. Customer hereby assigns his/her/its rights and benefits of and to any insurance proceeds available for payment for all charges related to the mitigation work to Pacific Restore. Customer acknowledges and agrees that if the insurance carrier makes payment to customer, customer shall pay Pacific Restore immediately upon receipt. Customer acknowledges that he/she/it is responsible for all deductibles, depreciation, or charges not covered by insurance and that all invoices are due 30 days from invoice date.

Inspection

Upon full completion of mitigation work, Customer shall inspect (and upon partial completion, may inspect) and/or have a qualified person inspect the mitigation work and condition of the property. Should any issues or deficiencies be found, Customer shall notify Pacific Restore in writing within 24 hours of the discovery of the issue or deficiency. Pacific Restore, at its sole option, may attempt to correct the deficiency, adjust, replace, or repair the deficiency, or refund the sum paid for the portions defective work.

Payment Date and Late Fees

All charges are due and payable upon completion of the mitigation work, and must be made in the form of immediately available funds. In the event, Customer does not pay Pacific Restore in full for all services within 30 days of Pacific Restore's invoice for the same, Pacific Restore, shall be entitled to recover 4% interest per month, or the maximum interest permitted by Washington law, whichever is greater, on the outstanding balance until it is paid in full for any dispute related to this agreement, whether for collection effort due to nonpayment or otherwise, the prevailing party shall be entitled to recover from the non-prevailing party, all reasonable, attorneys fees, and costs.

Miscellaneous Provisions Including Choice of Law and Venue, Waiver, Authority, and Termination

This Agreement shall be governed by the laws of the state of Washington. Any dispute related in any way to this agreement shall be litigated in the state or federal courts located in Pierce County, Washington, which shall have exclusive jurisdiction over the parties and any dispute arising here under.

This agreement may not be altered, amended, changed, or modified in any respect or particular, unless each such alteration, amendment, change, or modification shall have been agreed-upon by each of the parties here, too, reduced to writing in its entirety and signed and delivered by each party.

The waiver of the breach of any provision of the agreement by the other party shall not operate or be construed as a waiver of any subsequent breach.



Customer agrees that it may terminate this agreement for any reason prior to completion of the mitigation work by Pacific Restore, but such termination is not affective unless and until Customer provides Pacific

Restore with notice in writing containing the date and time of the termination, the reasons for termination, and such writing is signed by both parties. Should early termination occur, the entire balance accrued shall be immediately due and payable by Customer.

If Customer is a corporation, LLC, or other entity, the undersigned represents and warrants that it has authority to enter this agreement that customer is solvent and has the present ability to make pay for services.

I hear by acknowledge that I have read the above conditions and agree to the same. By signing below, I agree to be bound by this agreement.

Owner or Authorizing Agent Signature: _____

Printed Name: _____

Date: _____