



Authorization to Perform Services

Customer Name: Nam Huang Date of Loss: 09/08/2017
 Loss Address: 22418 rolling meadow ln
 City: Katy State: TX Zip: 77450
 Insurance Company: _____ Claim Number (if available): _____

The undersigned Customer, being the building owner, owner's representative, or resident, authorizes the Provider identified below to perform any and all necessary cleaning and/or restoration services on Customer's property located at the property address above, and with respect to items that need to be cleaned at a remote location, to remove and clean such items as necessary.

Customer authorizes _____ Insurance Company, herein referred to as "Insurance Company," to pay Provider solely and directly for that portion of the work covered by Customer's insurance policy.

If, for any reason, Customer receives a check from Insurance Company made payable to Customer, Customer agrees to pay Provider immediately upon receipt of the check.

Customer agrees to pay Customer's deductible in the amount of \$ To Be Determined that applies to this claim. If any amounts owing to Provider for Provider's services are not covered by insurance, Customer agrees to pay those amounts to Provider within fifteen (15) days of Customer's receipt of invoice. It is fully understood that Customer and its agents, successors, assigns, and heirs are personally responsible for any and all deductibles and any costs not covered by insurance. Interest and finance charges will be charged at the maximum allowable by law, or at 1.5% per month, whichever is less, on accounts over thirty (30) days past due. Time is of the essence.

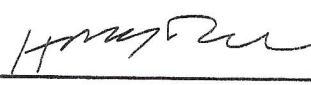
Customer agrees that Provider is working for the Customer and not Customer's insurance company or any agent/adjuster.

Property Owned By: Nam Huang

 Remarks: _____

I HAVE READ THIS AUTHORIZATION TO PERFORM SERVICES, INCLUDING THE TERMS AND CONDITIONS OF SERVICE ON THE NEXT PAGE HEREOF, AND AGREE TO SAME.

Customer Reviewed *Customer Information Form*: Y N

Customer's Signature: <u></u>	Provider's Signature: <u></u>
Printed Name: <u>Nam Huang</u>	Franchise Legal Name: <u>Magic City Restoration, Inc.</u>
Date: <u>09/18/2017</u>	d/b/a SERVPRO® of: <u>Minot</u>
E-mail Address: _____	Date: <u>09/18/2017</u>
	Contractor License #: _____

Each SERVPRO® Franchise is Independently Owned and Operated.

Authorization to Perform Services

Terms and Conditions of Service

READ CAREFULLY

Note: This Contract includes a limitation of liability and limitation of remedies.

1. SERVPRO® is one of the largest nationwide Cleaning and Restoration Franchise Systems in the United States. The SERVPRO® Franchise owner identified on the front of this Contract (the "Provider") is an independent contractor who agrees to perform the services identified on the front of this Contract (the "Services"). Client agrees to purchase, receive, and pay for the Services pursuant to the terms and conditions of this Contract. Servpro Industries, Inc., the Franchisor, is not a party to any agreement with Client, is not a guarantor of the Provider's Services, and is not subject to liability arising out of such Services.
2. Provider's performance of the Services is limited by, among other things, the preexisting conditions and characteristics of the premises, material, fabrics, furniture, and/or other items. PROVIDER EXPRESSLY DISCLAIMS ANY RESPONSIBILITY OR LIABILITY FOR ANY PREEXISTING CONDITIONS. Client shall retain responsibility and shall be liable for all effects of and costs necessary to correct such conditions, including, by way of example and not limitation, the conditions identified below:
 - (a) Provider may, in its sole discretion, pre-test materials for removability of spots or stains; dye or color fastness; shrinkage; fading; adhesive breakdown; or other problems. It is not always possible to determine these conditions in advance. PROVIDER DOES NOT GUARANTEE SPOT OR STAIN REMOVAL AND COLOR-FASTNESS OR PREVENTION OF SHRINKAGE, FADING, OR ADHESIVE BREAKDOWN.
 - (b) Provider DOES NOT GUARANTEE that wall and ceiling cleaning will restore the original color to painted surfaces.
 - (c) Not all fabrics are conducive to cleaning. Provider shall use reasonable efforts to advise Client of any adverse effects which may be reasonably foreseen due to the nature of the fabric or material involved. PROVIDER DOES NOT GUARANTEE THAT SUCH MATERIALS CAN BE CLEANED OR THAT THERE WILL BE NO ADVERSE EFFECTS FROM ANY ATTEMPT TO CLEAN SUCH FABRICS.
 - (d) A variety of materials are used in the manufacturing, upholstery and/or installation process. These materials include backing, lining, tacks, or other unknown substances that may cause discoloration or other adverse effects to the face material. Client acknowledges that it is impossible to determine when such adverse effects may occur and PROVIDER DOES NOT GUARANTEE AGAINST SUCH ADVERSE EFFECTS.
 - (e) Client acknowledges and agrees that mold is commonly found throughout the environment and that it is impossible to eradicate mold. PROVIDER DOES NOT GUARANTEE THE REMOVAL OR ERADICATION OF MOLD.
 - (f) Client acknowledges and agrees that limited photographs or video of the damage and cause may be made solely for work process and insurance claims purposes.
3. PROVIDER SPECIFICALLY DISCLAIMS ANY AND ALL OTHER WARRANTIES AND ALL IMPLIED WARRANTIES (EITHER IN FACT OR BY OPERATION OF LAW) INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE OR ANY IMPLIED WARRANTY ARISING OUT OF A COURSE OF DEALING, CUSTOM OR USAGE OF TRADE. THIS CONTRACT PROVIDES FOR THE PROVISION OF SERVICES AND DOES NOT PROVIDE FOR A SALE OF GOODS.
4. **Limitation of Liability:** IN NO EVENT SHALL PROVIDER, ITS OWNERS, ANY OFFICERS, DIRECTORS, EMPLOYEES, OR AGENTS, FRANCHISOR, OR AFFILIATES BE RESPONSIBLE FOR INDIRECT, SPECIAL, NOMINAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL LOSSES OR DAMAGES, OR FOR ANY PENALTIES, REGARDLESS OF THE LEGAL OR EQUITABLE THEORY ASSERTED, INCLUDING CONTRACT, NEGLIGENCE, WARRANTY, STRICT LIABILITY, STATUTE OR OTHERWISE, EVEN IF IT HAD BEEN AWARE OF THE POSSIBILITY OF SUCH DAMAGES OR THEY ARE FORESEEABLE; OR FOR CLAIMS BY A THIRD PARTY. THE MAXIMUM AGGREGATE LIABILITY SHALL NOT EXCEED THREE TIMES THE AMOUNT PAID BY CUSTOMER FOR THE SERVICES OR ACTUAL PROVEN DAMAGES, WHICHEVER IS LESS. IT IS EXPRESSLY AGREED THAT CUSTOMER'S REMEDY EXPRESSED HEREIN IS CUSTOMER'S EXCLUSIVE REMEDY. THE LIMITATIONS SET FORTH HEREIN SHALL APPLY EVEN IF ANY OTHER REMEDIES FAIL OF THEIR ESSENTIAL PURPOSE. Some states/countries do not allow the exclusion or limitation of incidental or consequential damages, so the above may not apply to you.
5. Should Provider bring legal action to collect monies due under the Contract or should the matter be turned over for collection, Provider shall be entitled, to the fullest extent permitted under law, to reasonable legal fees and costs of any such collection attempt, in addition to any other amounts owed by Client. This attorney fee provision shall not be effective or enforceable in jurisdictions where attorney fee provisions are made reciprocal or invalid by operation of law. Consent is hereby given for filing of mechanic's liens by Provider for the work described in this contract on the property on which the work is performed if Provider is not paid.
6. Any labor, materials or other work beyond that identified in this Contract shall require a written amendment to this Contract and will result in additional charges.
7. Any claim by Client for faulty performance, for nonperformance or breach under this Contract for damages shall be made in writing to Provider within sixty (60) days after completion of services. Failure to make such a written claim for any matter which could have been corrected by Provider shall be deemed a waiver by Client. **NO ACTION, REGARDLESS OF FORM, RELATING TO THE SUBJECT MATTER OF THIS CONTRACT MAY BE BROUGHT MORE THAN ONE (1) YEAR AFTER THE CLAIMING PARTY KNEW OR SHOULD HAVE KNOWN OF THE CAUSE OF ACTION.**
8. A failure of either party to exercise any right provided for herein shall not be deemed to be a waiver of any right hereunder.
9. CLIENT AND PROVIDER EACH WAIVE THEIR RESPECTIVE RIGHTS TO A TRIAL BY JURY WITH RESPECT TO ANY AND ALL CLAIMS OR CAUSES OF ACTION (INCLUDING COUNTERCLAIMS) RELATED TO OR ARISING OUT OF OR IN ANY WAY CONNECTED TO THIS CONTRACT AND AGREE THAT ANY CLAIM OR CAUSE OF ACTION WILL BE TRIED BY A COURT TRIAL WITHOUT A JURY.
10. If any provision of this Contract is found to be ineffective, unenforceable or illegal for any reason under present or future laws, such provision shall be fully severable, and this Contract shall be construed and enforced as if such provision never comprised a part of this Contract. The remaining provisions of this Contract shall remain in full force and effect and shall not be affected by the ineffective, unenforceable or illegal provision or by its severance from this Contract.
11. No modification, termination, or attempted waiver of this Contract shall be valid unless in writing and signed by the party against whom the same is sought to be enforced.

**SERVPRO® Franchisees are always looking for motivated employees.
SERVPRO's individually owned and operated franchises offer a variety of positions including crew chief, production technician,
marketing representative, administrative assistant, and many more.**



SERVPRO of Birmingham

PO Box 1327
Pelham, AL 35124
205-664-6770

Client: Nam Huang
Property: 22418 Rolling Meadow Lane
Katy, TX 77450

Home: (281) 728-7676

Operator: CHRISSAM

Estimator: Gabriel Gourneau
Position: Estimator
Company: SERVPRO of Minot
Business: 300 3rd ST SW Ste. C
Minot, ND 58701

Business: (701) 852-7378
E-mail: gabeservpro@gmail.com

Type of Estimate: Hurricane

Date Entered: 9/26/2017

Date Assigned:

Price List: TXHO8X_SEP17

Labor Efficiency: Restoration/Service/Remodel

Estimate: HUANG_NAM



SERVPRO of Birmingham

PO Box 1327
Pelham, AL 35124
205-664-6770

HUANG_NAM

HUANG_NAM

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
1. Clean & Disinfect	1.00 EA	0.00	1,450.92	49.08	1,500.00
Total: HUANG_NAM				49.08	1,500.00
Line Item Totals: HUANG_NAM				49.08	1,500.00



SERVPRO of Birmingham

PO Box 1327
Pelham, AL 35124
205-664-6770

Summary

Line Item Total	1,450.92
Cleaning Matl Tax	49.08
Replacement Cost Value	\$1,500.00
Net Claim	\$1,500.00

Gabriel Gourneau
Estimator



SERVPRO of Birmingham

PO Box 1327
Pelham, AL 35124
205-664-6770

Recap of Taxes

	Cleaning Matl Tax (8.25%)	Material Sales Tax (8.25%)	Cleaning Total Tax (8.25%)	Carp disposal-Water (8.25%)	Manuf. Home Tax (5%)	Storage Rental Tax (8.25%)
Line Items	49.08	0.00	0.00	0.00	0.00	0.00
Total	49.08	0.00	0.00	0.00	0.00	0.00



SERVPRO of Birmingham

PO Box 1327
Pelham, AL 35124
205-664-6770

Recap by Room

Estimate: HUANG_NAM	1,450.92	100.00%
<hr/>	<hr/>	<hr/>
Subtotal of Areas	1,450.92	100.00%
<hr/>	<hr/>	<hr/>
Total	1,450.92	100.00%



SERVPRO of Birmingham

PO Box 1327
Pelham, AL 35124
205-664-6770

Recap by Category

Items	Total	%
WATER EXTRACTION & REMEDIATION	1,450.92	96.73%
Subtotal	1,450.92	96.73%
Cleaning Matl Tax	49.08	3.27%
Total	1,500.00	100.00%



BWW, Inc. DBA SERVPRO of Birmingham Storm

2000 Huntley Parkway
Pelham, AL 35124
(855) 891-8680
storm@servproofbirmingham.com
www.servproofbirmingham.com

BILL TO

Nam Hoang - 2069994
22418 Rolling Meadow Ln
Katy, TX 77450

SHIP TO

Nam Hoang - 2069994
22418 Rolling Meadow Ln
Katy, TX 77450

INVOICE # 2069994

DATE 09/18/2017

DUE DATE 10/11/2017

SHIP VIA

77450

INSCO/CLAIM#/PO

PAYMENT

750.00

BALANCE DUE

\$750.00

From: storm@servproofbirmingham.com noreply@servproofbirmingham.com
Subject: Payment Information for Nam Huang on Sep 18, 2017 01:28 PM
Date: September 18, 2017 at 1:32 PM
To: hoang.nam97@yahoo.com

Dear Nam Huang, this is serves as a receipt for initial payment of services. Please be reminded that SERVPRO will provide for you a detailed bill at the end of your job and final payment will be due for balance of services rendered.

Payment Method: Credit Card

Amount Being Charged: 750.00 *Serve Pro*