



Contract for Restoration/Repair

Client(s): Herbert Simons Home Phone: 386-397-1228

Street Address: 647 NW. Nova Ln Work Phone: _____

City: White Springs State: FL Zip: 32096 Email: foi.net

Mailing Address: _____

Insurance Carrier: State Farm Claim # 5918W186J Policy: 80KP16456

I, Stella L. Simons, authorize Baxter Restoration to complete all work requested at the property stated above. This work authorization, along with approved estimate(s), supplements and change orders shall constitute a contractual agreement between the above client and Baxter Restoration.

I understand that Baxter Restoration has no affiliation with the insurer or adjuster representing this settlement, and that I alone have the authority to authorize Baxter Restoration to make the approved repairs

I understand that Baxter Restoration may, at its discretion, wait to start reconstruction projects over \$2,500 until insurance proceeds are received. Additionally, Baxter Restoration may, at its discretion, require payment of any deductible prior to the commencement of work.

I agree that any additional work and/or upgrades that is not covered by my insurance policy must be paid by the Policy Holder(s) and/or Property Owner(s) upon completion of work.

I authorize my mortgage company, 1ST FED BANK, to protect the interest of Baxter Restoration when handling funds associated with the repairs as set forth within this contract.

I authorize my insurance company, _____, to make payments directly to Baxter Restoration for services performed per approved estimate and supplements. In the event that my insurance company issues a "joint check", I will properly endorse the check and forward to Baxter Restoration.

Should repairs warrant draws, a series of payments to complete the project; Baxter Restoration will prepare a draw schedule. Baxter Restoration requests disbursement of draws as follows:

I agree to pay fifty percent (50%) of the total cost of the project upon receipt of the insurance proceeds. I will make one final payment upon completion of the work.

I agree that any payments not made in accordance with an agreed schedule will be considered delinquent after ten days.

I agree to pay 1.5% interest per month on the unpaid balance until all charges have been paid in full.

Any action to construe or enforce the terms hereof must be brought in Orange County, Florida in a state or federal court of competent jurisdiction or, at the sole option of Baxter Restoration, before the American Arbitration Association in accordance with the construction industry arbitration rules. The prevailing party shall be entitled to attorney's fees, including on appeal.

Baxter Restoration agrees to warrant work for one year (with exception of manufacturer's extended warranties on materials) from the date of substantial completion from defects in materials and workmanship. Due to the nature of the work, no completion date will be specified. No verbal agreements are binding to Baxter Restoration.

Signatures

Owner Stella L. Simons Date 4/26/21

Owner _____ Date _____

Baxter Restoration Rep.: Keith Kelly Date 4/26/21