



Windstorm and Hail Damage Specialist
 Office (956)299-2942 Mb: (956)250-4094
 texasprimehomes@gmail.com

Service Contract
 McAllen, TX 78501



Preferred Contractor

Contractors Representative:	Customer:	Date :
Representative's Mobile Phone:	Property Address:	Client Cell Phone:
Type of Loss <input type="checkbox"/> Hail <input type="checkbox"/> Wind <input type="checkbox"/> Fire <input type="checkbox"/> Water Damage <input type="checkbox"/> Flood Date of Loss	Property City, State & Zip:	Client Email:
Insurance Provider:	Policy #:	Claim #:

Authorization and Notice by Owner/Insured

By this contract, the undersigned Insured hereby gives written notice to the Insurance Company of the above referenced loss and claim that Texas Prime Homes LLC Contractors is authorized by the Insured to discuss scope of repairs and pricing with the Insurer and/or Public Adjuster. Per my request, I instruct the Insurer and its representatives and the Insured's Mortgage Company and its representatives to include Contractors as a payee on all property/dwelling damage checks or drafts to the Insured.

I have hired Texas Prime Homes LLC, a General Contractor, for the following four reasons: (1) to oversee and manage complexities of construction, (2) to interview and hire roofers and/or other subcontractors, (3) to properly manage subcontractors, and (4) ensure the quality of repairs, that the work is done correctly, and meets current building codes. I do not personally have the knowledge, nor the time, to do the above mentioned activities. **Comprehensive Property Analysis, Collateral Damage Inspection, \$1,000,000 General Liability Policy, Consultation of Dam-age with your Adjuster, Priority Installation.** For this reason, I have contracted a general contractor and it is expected that Texas Prime Homes LLC shall be paid as a general contractor including standard 10% overhead and 10% profit.

Owner/Insured: _____

Contractual Terms

- 1. Work to be performed:** Texas Prime Homes LLC (hereafter "Contractor") agrees in the capacity as general contractor to repair the damage to the Insured's property from its insurance loss. The scope of this work is based on the estimate that is used to pay the insurance claim whether it be the insured's estimate, public adjuster's estimate, insurer's estimate, or an agreed upon estimate, which estimate is incorporated into and becomes part of this contract.
- 2. Price:** The price for this work is the exact amount awarded of the estimate for such work based on the estimate prepared for the Owner/ Insured by an estimator or public adjuster, which estimate is incorporated into and becomes a part of this contract. In the event that the Insurer does not pay this estimate, Contractor has the option to perform the work for any lesser amount paid by the Insurer or Owner/Insured or terminate the contract.
- 3. Denied Claim:** In the event of a denied claim, Client shall have no financial responsibility. Client acknowledges that there is a deductible associated with the insurance claim and accepts responsibility for payment. The client understands, notwithstanding any promises made by insurer, that Client is responsible to pay
- 4. Emergency/Temporary Services:** Client authorizes to do a complete inspection of their property and to provide temporary or emergency tarping and/or any necessary temporary repairs in order to appropriately reduce the potential of future or additional damages to the property. Any costs related to emergency repairs shall be invoiced separately
- 5. Change Orders/Additional Work:** Any changes, additional work, or alterations to the estimate and scope of work for the work to be performed will be agreed upon by both parties. If there are additional costs involved PRIOR to the beginning of the repairs, fifty percent (50%) of the cost of the change order or additional work is to be paid by Owner to Contractor at time of request. The remaining fifty percent (50%) balance will be due upon completion.
- 6. Labor and Materials for the Work Performed:** The repairs are based on the labor and materials contained in the estimate used for the repair work, whether it is the original insured's estimate, the insurer's estimate, or an agreed upon estimate.
- 7. Materials:** Owner/Insured is to coordinate with Contractor or its representative to sign off on all materials and color selections to be repaired at Owner's property. Unless elsewhere specified in writing, the Contractor shall have the right to match as close as possible all materials unless specified by Owner. All material choices as to color or type MUST be made PRIOR to the beginning of repairs.
- 8. Supplements to the Insurance Company:** In the event that there are additional repairs needed due to unseen damages or conditions on the insurance claim, Texas Prime Homes will cooperate in the submission of any supplemental estimate to the Insurance Company for the cost of the repairs. Any funds paid on any such supplements will be paid to Texas Prime Homes within seven (7) days of receipt of said funds and/or completion of supplement claim repairs. Please make insurance checks out to clients Name and Texas Prime Homes to expedite repairs

Acceptance: This Agreement is approved and accepted. I (we) understand there are no oral agreements or understandings between the parties of this Agreement. The written terms, provisions, plans (if any), and specifications in this Agreement is the entire Agreement between the parties. Changes to Agreement shall be done by written change order only and with the express approval of both parties. Changes may incur additional charges. **You, the buyer, may cancel this transaction at any time prior to midnight of the third business day after the date of this transaction.** See the attached notice of cancellation form for an explanation of this right.

Property Owner's Signature Date

Additional Owner's Signature (If Applicable) Date

TPH Representative Signature Date

Terms and Conditions

The replacement of deteriorated wood, extractors, protective metal shields, and other materials ARE NOT INCLUDED unless otherwise indicated IN THIS AGREEMENT. Any additional accessory that is replaced will be charged on the basis of time and cost of material. If necessary, Texas Prime Homes LLC will replace up to two (2) sheets of plywood with no additional cost to the client. Any substitution for plywood or additional wood needed shall be the responsibility of the Client and will have an extra cost of \$40 per sheet (including materials and labor).

The Client promises to pay off the total cost to at the end of the installation process. In the case that this agreement is not met, additional costs will be added starting that day at a rate of one and a half (1-1/2) percent per month (18% annually), with a minimal charge of \$2.00 per month. If a lawyer is given the responsibility of collecting these dues, all fees to the lawyer and other legal fees shall be paid for by the Client as recognized under this Agreement.

offers a warranty of labor for 3 years following roof replacement, and a warranty of labor for 1 year on all other repairs. The warranty of materials is proportioned by the producer of the material and varies depending on the product. will honor the warranty upon the total payment of the bill. If the payment is not paid in full, there is no agreement or warranty. This Agreement or warranty may not be lost or transferred unless given written permission by .

TPH will not be held responsible for damage caused by hail, rain, fire, tornado, hurricane, or other disasters that are normally covered by INSURANCE or BUSINESS INSURANCE, unless specified in an agreement in writing that is made before the work has begun.

TPH will not be held responsible for damage in or under the roof due to leaks made by wind, excessive rain, ice, or hail DURING THE WARRANTY PERIOD. Excessive wind is defined as above 65 MPH.

Throughout the duration of the repair process, the Client's Insurance will be responsible for any internal damage, unless has taken the appropriate measures to protect the roof during repair or replacement.

The maximum responsibility of is the original cost of labor and materials for the repairs, to which the Client also agrees, and will be a payoff amount in the case that does not complete all repairs as listed in this document.

TPH will not be held responsible for any damage done to solar panels mounted on the roof during installation or repair. The client is in agreement to have a solar panel company take necessary measures to protect or remove them as necessary.

TPH will not be held responsible for existing construction problems or code violations. If these are discovered by , the company will work with the Client to correct them based on time and materials.

TPH will not be held responsible for electrical or water lines that have been perforated by nails in the roof due to incorrect installation that was not aligned to construction codes.

TPH will not be held responsible for functional failure caused by labor controversy, strikes, fires, weather conditions, the inability to obtain materials from regular sources, or any other circum-stances outside the control of , whether natural or otherwise.

Termination of Agreement: After signing this Agreement, the Owner will have three (3) business days to cancel the Agreement with no further consequence. If, by mutual written agreement, this agreement is canceled after midnight on the third business day following the execution of this agreement, the Owner promises to pay , not the final settlement price, not as a fine but as a fair and equal compensation for the work and services performed up until that point, including but not limited to sales, evaluation of the roof as necessary and any other field or administrative task completed, including the preparation and/or presentation of technical documents and estimates related to the scope of work, technical specifications, and prices. The quantity paid will be no less than \$2,500.00, in addition to the costs of each line item (including the costs of unforeseen items) for any work or repair that has been finished.

If the material must be reordered or replaced due to cancellation by the Client, there will be a REPLACEMENT COST equal to fifteen percent (15%) of the contractor's price.

If any area of this Agreement is found to be invalid or inapplicable, the validity and applicability of the remaining items on this Agreement will not be affected by this.

Any representation, declaration, or other communication not written in this Agreement will be considered inconsequential, and no part of the agreement will depend on them. They will not bypass the execution of the details stated on this Agreement.

TPH reserves the right to cancel this Agreement in the case that the earnings from the final insurance claim are not sufficient to carry out the minimum work required described in the Agree-ment.

The prices of material and labor associated with this Agreement will be fixed for sixty (60) days following the date when presented in the estimate to the Insurance Company. After sixty (60) days, the Contractor has the option to revise prices of labor and materials and to present a new estimate to the Insurance Company to compensate for any change in the market.

Controversy: Any claim or controversy that comes up related to this contract will be resolved by legal means in accordance with the Federal Arbitration Act and with Construction Industry Rules of the American Arbitration Association. If legal arbitration cannot be proven in a court of law, any claim or controversy resulting from this contract will be mediated by both parties before an additional legal fiscal institution. This mediation will occur within thirty (30) days of decision of arbitration, with each party paying half of the mediation costs.

Legal Process: In the event that it is necessary for the Contractor to take legal action to recuperate a balance that is due, the policyholder agrees to pay for all costs related to this legal process, including reasonable lawyer fees.

Jurisdiction and Court: This contract will be subject to the laws in the State of Texas, and any action concerning this contract must be taken to the County of _____, Texas.

IMPORTANT NOTICE: The Contractor reserves the right to present a right of retention, called Materialmen's and Mechanic's Lien, and a lien called Constitutional Lien, over the property of the Owner/Policyholder as a result of failure to pay, until the balance is paid off. You and the Contractor are responsible to comply with the terms and conditions of this contract. If you sign this contract and do not comply with the terms and conditions, you may lose your legal rights and possession of your house. **KNOW YOUR RIGHTS AND OBLIGATIONS UNDER LAW.**

I have read and agree the terms and conditions of this contract

Owner's initials

Second owner's initials

Property Owner's Signature

Date



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Authorization C/D



AUTHORIZATION TO COMMUNICATE / DISCUSS

To whom it may concern at _____ Insurance Company:

I have contracted with Texas Prime Homes, a general contractor, to assist me in evaluating the extent of damages to my property located at, _____ in determining repair costs associated with the said damages by preparing a written estimate, and to perform the repairs/replacement of items as outlined in the claim settlement report. I have requested that Texas Prime Homes forwards to you a copy of their written estimate together with a copy of any pictures and/or other documentation that would support items included in their written estimate for your review.

I hereby authorize _____ Insurance Company to communicate with and to discuss directly with Texas Prime Homes any and all questions that may arise and/or needed clarifications related to the estimate prepared by Texas Prime Homes at my request. This includes providing Texas Prime Homes with Estimate and revised estimates, specific amounts of payments issued for items included in the Contractors estimate, and dates of when payments are issued. I authorize for Texas Prime Homes, LLC to be added to the payment

Texas Prime Homes is not a public adjusting company nor do they intend to appear to be a public adjusting company. I have been made aware that if a public adjuster is needed to settle the claim that I will need to engage the services of a public adjuster.

My Insurance Claim # is _____

My Policy # is _____

Property Owner's Signature

_____ Date

_____ Property Owner's Printed Name

_____ Property Owner's Signature

_____ Date

_____ Property Owner's Printed Name



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Authorization



Authorization for Mortgage Loss Information Disclosure

To whom it may concern at _____ Mortgage Company

I have contracted with Texas Prime Homes to assist me in handling the insurance loss for my property located at :
_____ and to perform the repairs/replacement of items
as outlined in the insurance claim settlement report.

I hereby authorize _____ Mortgage Company to
discuss with Texas Prime Homes all matters and details associated with said loss, including but not limited to: documents required
in order to process endorsement and/or funds required for the repair and replacement related to the property loss, details related to
loss settlement funds. Please remit all payments, proceeds and/or Settlements to Texas Prime Homes.

I hereby request that all checks be made payable jointly between me and Texas Prime Homes.

Loan #: _____

Property Owner's Signature

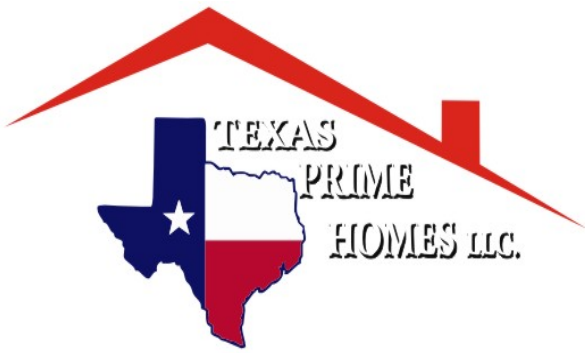
Date

Property Owner's Printed Name

Property Owner's Signature

Date

Property Owner's Printed Name



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Cancellation



NOTICE OF CANCELLATION

Date of transaction: _____

You may cancel this transaction, without any penalty or obligation, within three business days from the above date.

If you cancel, an property traded in, any payments made by you under the contract or sale, and any negotiable instrument executed by you will be returned within ten business days following receipt by the merchant of your cancellation notice, and any security interest arising out of the transaction will be canceled.

If you cancel, you must make available to the merchant at your residence, in substantially as good condition as when received, any goods delivered to you under this contract or sale, or you may, if you wish, comply with the instructions of the merchant regarding the return shipment of the goods at the merchant's expense and risk.

If you do not agree to return the goods to the merchant or if the merchant does not pick them up within 20 days of the date of your Notice of Cancellation, you may retain or dispose of the goods without any further obligation. If you fail to make the goods available to the merchant, or if you agree to return the goods to the merchant and you fail to do so, then you remain liable for performance of all obligations under the contract.

To cancel this transaction, deliver a signed and dated copy of this cancellation notice or any other written notice, not later than midnight of _____, the third business day following the transaction date. A cancellation notice may also be sent via email to texasprimehomes@gmail.com

Do not sign this section unless if you have decided to cancel before the due date.

I HEREBY CANCEL THIS TRANSACTION.

Property Owner's Signature

Date

Property Owner's Printed Name

ACKNOWLEDGMENT OF RECEIPT

Each of the undersigned acknowledges receipt of 2 copies of this Notice of Right to Cancel.

Property Owner's Signature

Date

Property Owner's Signature

Date