



## EMERGENCY SERVICE AGREEMENT

By signing this Agreement on the reverse side, I, \_\_\_\_\_ ("Customer"), hereby agree to the following terms:

1. **Cost of Repair Work:** The Contractor shall complete the repair work provided for in this Agreement at the cost (the "Contract Cost") set forth on the attached bid proposal (the "Proposal"), which Proposal is by this reference made a part of this Agreement.
  - a. The parties acknowledge that the Contractor has not guaranteed that the repair work will be completed for the Contract Cost, although Contractor promises to utilize its expertise and best efforts to keep the actual costs in the Proposal. If, during the repair work, it becomes apparent to the Contractor that the Contract Cost will be exceeded, Contractor shall notify Customer giving the reasons therefore.
  - b. Customer acknowledges that Contractor has full authority to contract the labor and materials on behalf of and, if necessary or expedient, in the name of the Customer and that Customer shall assume full responsibility for making payment according to the provisions herein for all amounts due under such contract.
2. **Contractor's Obligations:** Contractor shall supervise and coordinate all phases of the repair work to ensure that the work is completed according to the Proposal. It is agreed that this Agreement is intended to produce a completed repair acceptable to Customer. To this end, Contractor represents that it has carefully read and analyzed the plans and specifications for the repair work detailed in the Proposal.
  - a. Contractor shall give all notices and comply with all laws, ordinances, rules, regulations and/or orders bearing on the performance of the repair work and shall notify Customer if the Bid Proposal is at variance therewith.
  - b. Contractor at all times shall keep the premises free from accumulation of waste materials and rubbish caused by the operations. Upon completion of the repair work, Contractor shall clean up all debris resulting from its work, and shall leave the work area "broom clean", or its equivalent.
3. **Extra Work:** Any time before completion and final acceptance of the repair work, Customer may add, delete or modify the repair work to be performed under the Proposal. However, no such changes shall be made unless authorized by written change order signed by Customer, and approved and executed by the Contractor, which change order shall specify the cost of such change and whether it constitutes an addition to or reduction of the contract Cost. No verbal agreements or orders will be honored.
4. **Insurance:** Contractor shall maintain, at Customer's expense, such insurance as will protect it from claims under the Workmen's Compensation Act and other employee benefits acts, from claims for damages because of bodily injury, including death, and from claims for damages to property which arise out of or result from Contractor's operations under this Agreement, whether such operations are by itself or by any subcontractor or anyone directly or indirectly employed by any of them. Contractor will separately maintain liability insurance.
5. **Warranty of Repair Work:** Contractor represents to Customer that it is fully experienced and properly qualified to perform the intended repair work, and that such work shall be constructed in a good and workmanlike manner, and when delivered to Customer shall be complete and in compliance herewith. Contractor hereby expressly warrants unto Customer that: For a period of one year next following the date of completion of the repair work and final acceptance by Customer of any work performed by Contractor hereunder, Contractor shall be responsible for the satisfactory repair and/or replacement of any such work so performed which becomes defective during such one year period. Notwithstanding that such defects may result, directly or indirectly, from faulty material furnished and installed by Contractor; faulty workmanship performed by Contractor or any person or entity performing on behalf of Contractor; improper handling of material or equipment installed by Contractor, or from the negligence of Contractor or any person or other entity performing on behalf of Contractor, if a defect in material and/or workmanship occurs within said one-year period. Customer, its nominee or assignee, shall notify the Contractor of such defect as soon as possible after the discovery of same, and upon receipt of such notice, Contractor shall immediately, at its expense, act to satisfactorily repair and/or replace the defective material and/or workmanship. The warranty made and given herein by Contractor is in addition to any other warranty that may be available to Customer, its nominees or assignees from a manufacturer or otherwise.
6. **Final Inspection:** Upon receipt of written notice that the repair work is ready for final inspection, Customer and Contractor will promptly make such inspection and, provided the repair work is found to be acceptable pursuant to the Proposal and any change orders, Customer shall evidence acceptance by its signature below (the "Final Acceptance"). Payment of all costs remaining as of the date of Final Acceptance (the "Final Payment") shall be due and payable in full within ten (10) days of the date of Final Acceptance.
7. **Payment and Interest:** Upon execution of this Agreement, and prior to the commencement of any repair work hereunder, Customer shall pay to Contractor \$ \_\_\_\_\_ as a partial payment for charges incurred by Contractor under this Agreement. Customer shall instruct the Insurance Company designated hereof to make any insurance drafts payable to Customer and Contractor jointly.
  - a. Contractor shall from time to time submit to Customer requests for disbursements accompanied and supported by Contractor's written certification that the repair work was performed or materials were supplied for which payment is requested, and that there are no reasonable grounds for withholding such payment. Owner shall pay any amounts requested by Contractor within ten (10) days after receipt of Contractor's request.
  - b. The making of Final Payment herein shall constitute a waiver of all claims by Customer except those arising from; unsettled liens, late, faulty or defective work which is not apparent at the time of final inspection by Customer and Contractor, or terms of any special warranties. The acceptance of Final Payment shall constitute a waiver of all lien rights by Contractor except as to those liens previously filed and those lien rights or claims identified by contractor as unsettled at the time of acceptance of final payment.
  - c. Any late payment shall bear interest at the rate of 3% per month (36% APR) (or at the maximum rate permitted by law, whichever is lower) from the date such amount is due.
8. **Miscellaneous Provisions:**
  - a. This Agreement shall inure the benefit of, and binding upon, the parties hereto, their successors and assigns.
  - b. Customer agrees to indemnify and hold harmless Contractor for any and all sums it might be required to expend because of Customer's failure to pay any amounts due hereunder, including but not limited to, amounts due under any contract, interest and reasonable attorneys' fees and costs incurred by Contractor by reason of its having to pay such contract amounts or to resist a claim for payment of such contract amounts, or for any other reason.
  - c. Notices to be given herein shall be delivered to Customer at \_\_\_\_\_ and to Noah's Restoration at 18140 Briarhaven Ct., Monument, CO 80132.
  - d. This Agreement represents the entire agreement of the parties hereto and supersedes all prior negotiations, representations or agreements either written or verbal. This agreement may only be modified in writing executed by the parties hereto.
  - e. The parties hereto agree that the place of making, the place for performance, and the place for payment is the County of El Paso, State of Colorado.

FINAL ACCEPTANCE by \_\_\_\_\_ (Customer)

is hereby given this \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_