**Emergency Services Work Authorization Form**

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| Today’s Date: |  | Customer Name |  |
| Insurer Claim #: |  | Eberl #: |  |
| Property Address: |  |  |  |
| Participating Buyer Name: |  | Eberl Network Contractor |  |

 Due to a bona fide emergency at the property Address listed above (“Property”), I/We (“Customer”) have/has, either directly or indirectly through the Participating Buyer, retained the Participating Provider to perform emergency services upon the Property and to furnish the materials, equipment and labor necessary to reasonably protect and secure the Property from further damage.

1. Customer acknowledges and agrees that, due to both the emergency nature of the services and the review and approval of the services required from the Participating Buyer, the Participating Provider is incapable of providing Customer with a detailed, written estimate of the services to be performed upon the Property at time of execution of this agreement, or with a statement of the materials to be used during, or specifications for, the services or an approximate completion date for the Services. Customer understands and agrees the Participating Provider will provide Customer with a written description of the services, including specifications and a list of materials to be used, and an approximate completion date for Participating Provider’s Services when such information is available and approved by the Participating Buyer.
2. Customer acknowledges and agrees that the Participating Provider is not responsible for addressing or correcting damage, conditions or areas unrelated to the event that necessitated the services.
3. Customer has been informed of, and agrees that:
	1. **All charges shall be invoiced directly to the Participating Buyer. Customer is personally responsible for any and all excess(es), services and/or charges not paid by the Participating Buyer.**
	2. Customer expressly agrees the Participating Provider is not responsible for addressing or correcting damage, conditions or areas unrelated to the event that necessitated the services.
	3. Invoices not paid by insurance are payable by Customer upon receipt. Interest at the highest rate allowed under state law will be charged on any unpaid balance after thirty (30) days of the date of invoice. Customer agrees to pay all costs including, collection agency commissions, reasonable attorney’s fees, expert fees, court costs, and arbitration costs incurred by Participating Provider to collect past due balances.
4. The Participating Provider’s Liability is limited to the total amount paid for services rendered. Customer hereby agrees to release, hold harmless, defend (pay attorney’s fees, expert fees, arbitration costs, and court costs) and indemnify the Participating Provider from any and all damages, claims or actions that arise from: a) conditions that pre-exist any damage which is to be repaired as a result of the event that the Participating Provider was hired to address; b) the premature removal of equipment or termination of work against the Participating Provider’s recommendation; c) any refusal to allow the Participating Provider to perform any procedures it recommends; and d) problems that may occur for which the Participating Provider will be released, indemnified, defended, and held harmless may include mold, bacteria, structural damages, indoor air quality contamination, and environmental illnesses (Including allergies, asthma, and alleged toxic effects).
5. The Participating Provider shall be solely responsible for the provision of services it performs. Eberl Claims Service, LLC (“Eberl”) is not a service provider and shall not be liable for any act or omission of the Participating Provider. In no event shall Eberl be liable to the Customer or the Participating Buyer for the loss of profits, loss of business opportunity, indirect, punitive, or consequential damages or special losses, whether based upon a claim for breach of warranty, contract, tort, or any other equitable claim related to the services provided in this Work Authorization Form.
6. The Customer acknowledges and agrees that the Participating Provider has no affiliation with

the Participating Buyer or Eberl. Neither the Participating Buyer nor Eberl is a party to this Work Authorization.

***I have read, understand, and agree to the above. I am the owner of the Property or am authorized to enter this agreement on behalf of the owner of the Property.***

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| **Witnessed on** |  ……/……./…….. |
| Eberl Network Contractor |  | Customer Name |  |
| Signed by Contractor |  | Signed by Customer |  |