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| **Repair Work Authorization Form** |
| |  |  |  |  | | --- | --- | --- | --- | | Today’s Date: |  | Customer Name |  | | Insurer Claim #: |  | Eberl #: |  | | Property Address: |  |  |  | | Participating Buyer Name: |  | Eberl Network Contractor |  |   I/We (“Customer”) do hereby authorize and direct the Eberl Network Contractor, to perform the necessary cleaning, repair, restoration, installation, and/or replacement of the property described in the Property Address as detailed in the Scope of Work Memorandum (“Scope of Work”) attached hereto.  1. The work to be performed by the Eberl Network Contractor has been determined by the estimate of repairs approved by the Participating Insurer and agreed to with the Customer.  2. In return for performance of the Scope of Work and any other upgrades or additional work detailed below, the Customer agrees to pay the charges attached in the Scope of Work. All charges, except for approved upgrades and additional work identified in the Scope of Work, shall be invoiced directly to the Participating Insurer, a copy of which shall be sent to the Customer. All upgrades and additional work identified in the Scope of Work shall be invoiced directly to the Customer. The Eberl Network Contactor hereby directs the Participating Insurer to pay such charges to Eberl Claims Service, LLC pursuant to the terms of the Eberl Platform.  3. Customer has been informed of, and agrees that:  a. **Customer is personally responsible for any and all deductible(s), depreciation, services and/or charges not paid by Customer’s Insurance Company, including, but not limited to, upgrades as well as those services not expressly covered by the Scope of Work;**  b. Customer expressly agrees that any approved upgrades or additional work shall be separately identified and designated in the Scope of Work.  c. 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 cost including, collection agency commissions, reasonable attorney’s fees, expert fees, court costs, and arbitration costs incurred by Eberl Network Contractor to collect past due balances.  4. Customer acknowledges that the current conditions present at the Property Address at the time of execution of this Work Authorization may make it impossible for the Eberl Network Contractor to render an accurate quotation of the cost and scope of repairs before commencing work and additional estimates, supplements, and/or change orders may become necessary. The Eberl Network Contractor represents that the cleaning, repair, restoration, installation, and/or replacement of the property described in the Scope of Work is all that is required to return the real and/or personal property at the Property Address to its pre-Loss condition.  5. The Eberl Network Contractor’s Liability is limited to the total amount paid for services rendered to the extent within the Scope of Work. Customer hereby agrees to release, hold harmless, defend (pay attorney’s fees, expert fees, arbitration costs, and court costs) and indemnify the Eberl Network Contractor from any and all damages, claims or actions that arise from: a) conditions that pre-exist any damage which is to be repaired according to the terms of the Scope of Work or event that the Eberl Network Contractor was hired to address; b) the premature removal of equipment or termination of work against the Eberl Network Contractor’s recommendation; c) any refusal to allow the Eberl Network Contractor to perform any procedures it recommends; and d) problems that may occur for which the Eberl Network Contractor 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).  6. The Eberl Network Contractor shall be solely responsible for the provision of services it performs within the Scope of Work. Eberl Claims Service, LLC is not a service provider and shall not be liable for any act or omission of the Eberl Network Contractor. In no event shall Eberl Claims Service, LLC be liable to the Customer or the Participating Insurer 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, and/or any Change Order Form hereto.  7. The Customer understands that the Eberl Network Contractor has no affiliation with the Participating Insurer. Neither the Participating Insurer nor Eberl Claims Service, LLC 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 |  |