

# MasterDry™

24 HOUR EMERGENCY SERVICE  
304-264-6868 / 877-65-Flood

|                  |              |
|------------------|--------------|
| <b>Customer:</b> | <b>Date:</b> |
|------------------|--------------|

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|---------------------------|
| <b>Work Site Address:</b> |
|---------------------------|

This authorization is made this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ by and between MasterDry, LLC, hereinafter referred to as MasterDry, LLC and \_\_\_\_\_ (CUSTOMER), for the property located above.

Customer acknowledges that when emergency conditions exist at the Work Site and that Customer has accordingly requested that work be commenced on an expedited basis without the delay involved in preparation of an estimate. MasterDry, LLC shall charge, and Customer agrees to pay, MasterDry, LLC's standard prices for the services and materials actually provided.

The CUSTOMER authorizes MasterDry, LLC to proceed with its recommended procedures to preserve, protect and secure from further damage, the property(s) located above, and providing the CUSTOMER has valid effective insurance coverage for all or part of the services to be performed by MasterDry, LLC, the CUSTOMER further authorizes and directs their insurance carrier to pay MasterDry, LLC direct and to name MasterDry, LLC on any and all insurance drafts applicable to this loss. MasterDry, LLC shall bill all charges and / or costs directly to the CUSTOMER, and as a courtesy only, a copy of these invoices shall be mailed to the insurance carrier. It is fully understood and agreed to by the CUSTOMER that any and all charges and costs are due upon completion of work. It is fully understood that the CUSTOMER is personally responsible for any and all deductible, depreciation or any charges or costs not covered by insurance. Any and all charges for services not reimbursed by an insurance carrier are the sole responsibility of the CUSTOMER and are to be paid upon completion of work. Any exceptions must be approved by MasterDry, LLC. General Manager and finance charge 1.5% per month (minimum of \$1.00) will be applied to any unpaid balance after thirty (30) days. The liability of MasterDry, LLC shall not be responsible for mysterious disappearances of any personal property or contents. In the event any legal proceedings must be instituted to recover the amount due, MasterDry, LLC shall be entitled to recover the cost of collection including reasonable attorney's fees.

Customer shall purchase from MasterDry, LLC, the services and materials set forth in the Scope of Work, and MasterDry, LLC will provide the same to Customer, subject to the terms and conditions set forth in this agreement, including without limitation those contained in MasterDry, LLC's Standard Terms of Sale, a copy of which is attached as Part 2 of this form. Customer represents and warrants that Customer either is the owner of the Work Site or has been duly authorized and empowered by the owner of the Work Site to enter into this agreement; and Customer has read and understands this agreement and the attached Standard Terms of Sale.

**CUSTOMER:**

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name: \_\_\_\_\_

**MASTERDRY:**

By: \_\_\_\_\_ Date: \_\_\_\_\_

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1. **Application.** These standard terms of sale shall apply to the exclusion of any terms and conditions contained in any communication of Customer not specifically agreed to in writing by MasterDry, LLC. Accordingly, preprinted terms and conditions appearing on any purchase order of Customer are superseded by these terms. Customer's power to accept and acceptance of MasterDry, LLC's proposal for the Scope of Work is expressly made conditional on Customer's acceptance of the terms and conditions contained herein.
2. **Determination of Suitability of Scope of Work.** After viewing the Work Site, MasterDry, LLC, based on its experience and training and using its best judgment, may have offered Customer its opinion as to an appropriate, cost-effective Scope of Work for the conditions at the Work Site. Customer acknowledges that MasterDry, LLC has only offered its opinion, which is not warranted to be the best or a suitable solution, and that **Customer is ultimately responsible for determining the suitability of the Scope of Work.**
3. **Performance of Scope of Work.** Unless otherwise specified by Customer, MasterDry, LLC shall perform the Scope of Work in accordance with MasterDry, LLC's standard practices. In the event Customer directs MasterDry, LLC to perform the work in a contrary manner, Customer shall defend, indemnify, and hold harmless MasterDry, LLC for any resultant damage or liability. MasterDry, LLC shall not be responsible for performing, or supervising or directing the performance of, any work of any nature whatsoever other than the Scope of Work, including without limitation: (i) any repairs to the Work Site (including any repairs of damage reasonably contemplated in MasterDry, LLC's performance of the Scope of Work – for example, replacement of flooring or drywall removed due to water or smoke damage or to permit access to saturated areas); or (ii) repairing or correcting any pre-existing condition discovered while performing the Scope of Work (for example, rot, mold, or old water damage discovered while removing damaged drywall).
4. **Materials & Utilities.** MasterDry, LLC shall furnish all materials specified in the Scope of Work and all equipment and supplies incident to performance of the Scope of Work. Customer agrees to furnish and make available to MasterDry, LLC at the Work site all utility services reasonably necessary for MasterDry, LLC to perform the Scope of Work.
5. **Subcontractors.** MasterDry, LLC may, in its discretion and without further consent of Customer, subcontract any or all portions of the Scope of Work to such subcontractors as MasterDry, LLC may determine are trained and competent to provide the subject work, but MasterDry, LLC shall in all such cases remain fully responsible for such work.
6. **Access to Work Site.** Customer shall permit MasterDry, LLC full access to the Work Site at such times as reasonably necessary and appropriate to performance of the Scope of Work.
7. **Customer's Information.** Customer has fully informed MasterDry, LLC of all information regarding the Work Site and the conditions thereof that Customer believes may be pertinent to the Work Site, the Scope of Work, and the conditions or damage that the Scope of Work is intended to correct.
8. **Conditions at Work Site; Indemnification.** Except to the extent Customer has disclosed in writing to MasterDry, LLC any hazardous or dangerous conditions upon the Work Site, Customer represents that to the best of its knowledge and belief the Work Site is in sound and safe condition and contains no hidden or concealed dangers or hazardous materials. Customer shall indemnify and hold MasterDry, LLC and its members, managers, employees, and agents harmless from and against any and all claims, damages, losses, and expenses of any type and character whatsoever (including reasonable attorney fees) arising or resulting from or in connection with, or related to, any hazardous or dangerous conditions or materials upon the Work Site and not previously disclosed in writing by Customer, which obligations shall survive termination of this agreement and completion of the Scope of Work. The preceding indemnity provision shall not apply to matters proximately resulting from the gross negligence or willful misconduct of MasterDry, LLC.
9. **Customer's Acknowledgment of Risk.** Customer acknowledges that MasterDry, LLC has advised Customer that hazards (such as slippery floors, trip hazards, exposed tackless strip for carpets, ladders, operating equipment) may be created and exist at the Work Site during performance of the Scope of Work, and that Customer shall utilize the utmost caution in accessing the Work Site and restrict access to the Work Site by children and other non-essential persons.
10. **Abnormal Water.** Customer understands and acknowledges that: (i) the presence of water indoors is an abnormal condition that can cause or contribute to a number of problems; (ii) the adverse consequences to health and property of abnormal water are progressive in that they increase with time; and (iii) the progressive stages of indoor water damage can generally be broken down into the following stages: (A) migration of water into areas not originally affected by spreading laterally into adjoining rooms, penetrating down, and wicking up into porous material, such that all areas require evaluation not just those with visible saturation; (B) saturated materials absorb moisture and swell, which damage can in some cases be corrected by drying (the more rapid the better) and restoration and in some cases is permanent; (C) evaporation of water raises humidity to abnormal levels that can damage some porous materials over time, which high levels of indoor moisture should be quickly reduced in order to minimize damage; and (D) mold and bacterial spores germinate and multiply in wet areas, which microorganisms can cause mold damage, degrade indoor air quality, and produce antigens and allergens that cause allergies, infections, and toxic diseases.
11. **Moisture; Mold & Mildew; Limitations.** Customer understands and acknowledges that the following actions can be taken to help reduce mold growth and damage to affected materials: (i) removal of water as quickly and thoroughly as possible; (ii) application of anti-microbial agents to inhibit growth of mold and other bio-contaminants, as needed; (iii) introduction of rapid air movement into areas and cavities to increase the rate of evaporation; and (iv) reduction of indoor moisture levels to, and maintenance at, appropriate levels. To the extent that the Scope of Work includes the removal of water or rectification of water damage with respect to areas that are not fully accessible by MasterDry, LLC, Customer understands and acknowledges that MasterDry, LLC does not represent or warrant that: (i) MasterDry, LLC will accomplish removal of all moisture from such areas; or (ii) the growth of mold and/or mildew in such areas has not begun or will not later begin. To the extent the Scope of Work includes the removal or remediation of mold and/or mildew, Customer understands and acknowledges that, due to the nature of mold and mildew, MasterDry, LLC does not represent or warrant that: (i) all mold and/or mildew can or will be removed; or (ii) mold and/or mildew will not recur. **Customer acknowledges that completion of the Scope of Work may not constitute all necessary remedial activities and that continued or additional remedial activities may be required after completion of the Scope of Work, and that MasterDry, LLC shall have no liability or responsibilities to Customer with respect to such continued or additional remedial activities.**
12. **Chemicals & Anti-Microbial Agents.** Customer acknowledges that: (i) MasterDry, LLC may recommend or offer the use of certain chemical or anti-microbial agents ("Chemicals") in order to inhibit the growth of microorganisms on or in wet materials; (ii) Chemicals may pose certain risks or hazards to health, the determination of which is beyond the knowledge or expertise of MasterDry, LLC; and (iii) MasterDry, LLC has provided to Customer Material Safety Data Sheets for any Chemicals recommended or offered. Customer shall complete MasterDry, LLC's Health Information Form and, unless Customer expressly declines the use of Chemicals on such form, Customer hereby authorizes the use of Chemicals as reflected in the Scope of Work.
13. **Fire & Smoke Damage.** Customer understands and acknowledges that: (i) smoke and fumes may permeate materials and inaccessible areas; (ii) remediation of smoke and fire damage may require removal and replacement of building materials, fixtures, and furnishings in order to mitigate residual odors, and failure to remove and replace materials as suggested by MasterDry, LLC may frustrate mitigation or elimination of odors; (iii) the passage of time is a factor in the mitigation of odors; (iv) sensitivity to odors varies with the individual person; and (v) MasterDry, LLC does not represent or warrant that all residual fire and smoke odors will be eliminated.

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14. **Trauma/Crime Scene.** Customer understands and acknowledges that: (i) trauma and crime scene cleanup involves inherent risks due to the presence of bodily fluids and possible blood-borne pathogens; (ii) MasterDry, LLC strives to implement appropriate safeguards to minimize such risks; (iii) full and complete information regarding the Work Site, the subject accident, accident victims, and medical conditions will assist MasterDry, LLC in minimizing such risks to MasterDry, LLC's personnel and to others; and (iv) completion of MasterDry, LLC's Health Information Form fully, accurately, and honestly will assist MasterDry, LLC in gathering information and controlling such risks.
15. **Equipment.** MasterDry, LLC may provide and utilize equipment, including high velocity airmovers (fans) and dehumidifiers, during performance of the Scope of Work. If such equipment is provided, Customer shall execute MasterDry, LLC's Customer Responsibility Form, which identifies and provides instruction for any equipment provided. Customer shall follow all instructions contained in said form. Customer acknowledges that equipment may present certain risks. Customer will not permit children access to equipment. If it is necessary for Customer to move equipment, Customer shall first shut off and unplug the equipment. Customer acknowledges responsibility for loss or theft of MasterDry, LLC's equipment while it is at the Work Site, and Customer shall take reasonable precautions to insure that the equipment is not lost or stolen.
16. **Licensure & Permits.** MasterDry, LLC has obtained and shall for the duration of this agreement maintain, and require any subcontractor to have and so maintain, any and all licensing and permits required by relevant authorities to perform the Scope of Work.
17. **Completion of Scope of Work.** Upon MasterDry, LLC informing Customer (whether orally, in writing, submission of a final bill or invoice, or otherwise) of completion of the Scope of Work, Customer shall, within five (5) days thereafter, inspect the Work Site and either: (i) sign MasterDry, LLC's Acknowledgment of Satisfactory Completion if the Scope of Work has been completed to Customer's reasonable satisfaction; or (ii) provide written notice to MasterDry, LLC of all particulars regarding any part of the Scope of Work that Customer considers incomplete or defective. Failure of Customer to give such written notice (as defined in Section 28 below) to MasterDry, LLC within said five (5) day period shall be deemed Customer's acknowledgment that the Scope of Work has been completed to Customer's satisfaction. Customer's acknowledgment of satisfactory completion of the Scope of Work, whether given in writing or deemed given hereunder, shall not limit Customer's rights under MasterDry, LLC's express warranty below.
18. **Warranty.** MasterDry, LLC warrants that all services will be: (i) performed in accordance with current, sound, and generally accepted industry practices by personnel appropriately trained in the applicable field; (ii) in compliance with this agreement and free from defect; and (iii) performed in compliance with applicable law and regulations. MasterDry, LLC will re-perform, at no cost to Customer, any services determined to be defective and of which MasterDry, LLC is notified in writing within one (1) year of completion of the subject work. MasterDry, LLC shall assign to Customer all warranties offered by manufacturers or vendors on materials or goods provided hereunder, but MasterDry, LLC offers no other warranty on materials or goods whatsoever. Warranties offered by MasterDry, LLC are for the exclusive benefit of Customer and may not be assigned or transferred by Customer to any other person or entity.
19. **Right to Correct.** MasterDry, LLC desires that its customers will be reasonably satisfied with work performed. Accordingly, MasterDry, LLC requests, and Customer agrees, as an express term of this agreement and an express condition to the warranty offered herein, that Customer shall promptly notify MasterDry, LLC of all particulars regarding any part of the Scope of Work that Customer considers incomplete or defective and provide MasterDry, LLC a reasonable opportunity to inspect and correct the same prior to commencing any legal action with respect to the Scope of Work.
20. **LIMITATION OF LIABILITY. TO THE MAXIMUM EXTENT PERMISSIBLE BY LAW: (I) THE FOREGOING WARRANTIES AND REMEDIES ARE EXCLUSIVE AND ARE GIVEN BY MASTERDRY, LLC AND ACCEPTED BY CUSTOMER IN LIEU OF: (A) ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTY AS TO MERCHANTABILITY OR FITNESS FOR PURPOSE; AND (B) ANY RIGHT, CLAIM, OR REMEDY AGAINST MASTERDRY, LLC, WHETHER ARISING IN TORT, CONTRACT, STRICT LIABILITY, OR OTHERWISE; (II) IN NO EVENT SHALL MASTERDRY, LLC BE RESPONSIBLE FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES; AND (III) IN NO EVENT SHALL MASTERDRY, LLC'S LIABILITY HEREUNDER EXCEED THE TOTAL PRICE SHOWN FOR THE SCOPE OF WORK. MASTERDRY, LLC SHALL NOT BE RESPONSIBLE FOR ANY LOSS OR DISAPPEARANCE OF, OR DAMAGE TO, PERSONAL PROPERTY OF CUSTOMER LOCATED AT THE WORK SITE, AND CUSTOMER SHALL BE SOLELY RESPONSIBLE FOR SECURING, PROTECTING, OR REMOVING SUCH PERSONAL PROPERTY AS CUSTOMER DEEMS APPROPRIATE TO PROTECT THE SAME.**
21. **MasterDry, LLC's Insurance.** MasterDry, LLC has obtained and shall for the duration of this agreement maintain, and require any subcontractor to have and so maintain, commercial general liability insurance with coverage limits for injuries, including accidental death, and property damage of at least \$1,000,000 for any one occurrence.
22. **Customer's Insurance.** Customer represents and warrants that it has and will for the duration of this agreement maintain policies of premises liability insurance and fire and casualty insurance with respect to the Work Site, and that, to the extent permitted by law, such policies shall provide that the insurance company waives all right of recovery by way of subrogation against MasterDry, LLC in connection with any loss or damage caused by any of the perils covered by such insurance.
23. **Delay.** MasterDry, LLC is not responsible for any failure or delay in performance resulting from causes beyond its reasonable control, including without limitation, acts of government, court order, civil unrest, sabotage, adverse weather conditions, delays of subcontractors, labor troubles, and shortage of materials or services. MasterDry, LLC will give timely notice to Customer of any such event and will endeavor to avoid or remove the cause and resume performance with minimum delay. The time for delivery will be extended accordingly.
24. **Payment.** Payment for materials and services provided hereunder shall be paid by Customer when due, as indicated in the Payment Terms box in Part 1. If Customer fails to make payments when due, MasterDry, LLC may discontinue any work until all accounts are brought current, and Customer shall: (i) be liable for a late fee on the balance of late payments at the rate of 1.5% per month (18% per annum); and (ii) reimburse all costs (including reasonable attorney's fees) incurred by MasterDry, LLC in attempting to collect sums due from Customer.
25. **Proceeds of Insurance.** All charges for services and materials provided hereunder are the responsibility and liability of Customer, whether or not claims in relation to such charges are submitted to or covered by insurance. Customer hereby assigns to MasterDry, LLC proceeds of insurance from such claims and authorizes and directs the insurer to pay such proceeds directly to MasterDry, LLC. Notwithstanding receipt of any such payment, MasterDry, LLC, Customer shall be responsible for any deductible or other shortfall between total charges hereunder and the proceeds of insurance. MasterDry, LLC may, in its discretion, extend the terms of payment hereunder when payment for insurance proceeds is expected, but Customer shall remain fully responsible for payment regardless of any such extension. Customer authorizes MasterDry, LLC to provide a copy of this agreement to Customer's insurer.
26. **Credit Terms.** If the Payment Terms checked in Part 1 provide for credit to Customer, such credit is subject to the continuing approval of MasterDry, LLC and may be revoked at any time upon MasterDry, LLC's determination of a change in Customer's creditworthiness.
27. **Taxes.** Customer is responsible for all taxes, duties, and other charges arising from the sale, delivery, or use of the materials and services provided hereunder and will reimburse MasterDry, LLC for any such charges MasterDry, LLC may be required to pay.

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28. **Notices.** All notices, requests, demands, and other communications required or permitted to be given hereunder shall, except as otherwise specified herein, be in writing and will be deemed given only if delivered: (i) by personal delivery; (ii) by a reputable, nationwide overnight courier service, fees prepaid; or (iii) by certified or registered mail, return receipt requested, postage prepaid at the addresses set forth in Part 1 or to such other address as the recipient party may hereinafter designate by notice so given. All such notices, requests, demands, and other communications so given will: (i) if delivered personally, be deemed given upon such delivery; (ii) if delivered by overnight courier, be deemed given on the earlier of the first business day following the date sent by such overnight courier or upon receipt; and (iii) if delivered by mail, be deemed given on the earlier of the third business day following mailing or upon receipt.
29. **Termination.** Either party may terminate the order and this agreement at any time by written notice to the other stating the effective date of termination. In such event, MasterDry, LLC shall cease providing materials and services as promptly as practicable, and Customer shall promptly pay MasterDry, LLC for all services performed and materials delivered or purchased prior to the stated date of termination and, if Customer was the terminating party, the reasonable costs of demobilization and termination incurred by MasterDry, LLC. Upon termination of this agreement, Customer shall allow MasterDry, LLC all reasonable access to the Work Site to recover its equipment, tools, materials, supplies, and other property.
30. **Third-Party Beneficiaries.** This agreement is not intended to, and does not create any rights or benefits in or to any individual or entity other than MasterDry, LLC and Customer, except as expressly provided herein.
31. **Incorporation by Reference.** The terms of any and all separate forms of MasterDry, LLC referenced in this document are hereby incorporated herein by this reference.
32. **Severability.** If in any instance any provision of the agreement shall be determined to be invalid or unenforceable under any law or regulation, such provision shall not apply in such instance, but the remaining provisions hereof shall be given effect in accordance with their terms.
33. **Successors & Assigns.** This agreement and all the provisions hereof shall be binding upon, and inure to the benefit of, the parties hereto and their respective successors, heirs, personal representatives, and assigns.
34. **Assignment.** Subject to Section 5, neither party may assign this agreement or any interest therein without the prior express written consent of the other party.
35. **Disputes.** If the parties are unable to negotiate in good faith an amicable solution to any dispute hereunder, they shall attempt to reach a solution through mediation, the costs of which shall be shared. If unable to reach a solution through mediation, the parties shall submit to binding arbitration in the State of West Virginia any dispute involving amounts totaling less than \$10,000 in the aggregate. Disputes concerning greater amounts may be addressed through the litigation process.
36. **Governing Law.** This agreement shall be governed by the laws of the State of West Virginia.
37. **Counterparts; Facsimiles.** This agreement may be executed by the parties in any number of counterparts, each of which when executed and delivered shall be an original, but all of which shall constitute but one and the same instrument. Signed counterparts of this agreement may be delivered by facsimile, and such facsimile counterparts and signatures shall be deemed to be, and fully effective as, originals for all purposes.
38. **Entire Agreement & Modification.** This agreement constitutes the entire agreement between the two parties and supersedes any prior negotiations, understandings, and agreements between the parties respecting the subject matter hereof. Modifications of this agreement, including without limitation any modification or amendment of the Scope of Work or the specified pricing, must be in writing and signed by duly authorized representatives of both MasterDry, LLC and Customer.

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| <p><b>Payment Terms:</b> (check applicable box)</p> <p><input type="checkbox"/> 50% advance deposit with entire balance due upon completion</p> <p><input type="checkbox"/> due upon completion</p> <p><input type="checkbox"/> due 30 days after completion</p> <p><input type="checkbox"/> charge to Credit Card upon completion</p> <p>Credit Card No.: _____</p> <p>Cardholder: _____</p> <p>Exp. Date: _____ Sec. Code: _____</p> |  |
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