

2301 South Jason
Denver, CO 80223
303-478-6127
Fax 303-722-7360



**CONTRACT
WORK &
DIRECT PAY
AUTHORIZATION**

For good and valuable consideration, Customer hereby authorizes DENVER CONSTRUCTION GROUP to complete the work at the property located at _____ ("Premises").
The authorized work includes, but is not limited to, cleaning, removing of and return of personal property, drying, testing, mold mitigation, restoration of the premises, any work incidental or associated with the authorized work of the work and any work which DENVER CONSTRUCTION GROUP determines is reasonably necessary to reasonably protect the Premises, its contents and the health of the occupants. The following services normally provided by DENVER CONSTRUCTION GROUP shall not be provided to the Premises - (list excluded services) _____

For additional provisions see TERMS AND CONDITIONS which are incorporated herein and are part of this Contract. Customer acknowledges receiving a copy of the Terms and Conditions prior to signing this Agreement. Customer understands and agrees that a price will be determined at a later date, and will be determined by DENVER CONSTRUCTION GROUP's time, equipment and materials and/or independent pricing set for insurance restoration purposes by Xactimate.

Customer agrees to make payment directly to DENVER CONSTRUCTION GROUP for the work and for any deductible, depreciation or amounts not covered by insurance for this work. Customer agrees to remove cash, jewelry, firearms, collectibles, or any valuable items prior to work start. Customer acknowledges, understands and agrees to all terms and conditions on reverse side.

Customer requests that all payments pertaining to DENVER CONSTRUCTION GROUP's work be paid directly to DENVER CONSTRUCTION GROUP by Customer's insurance provider, and to add DENVER CONSTRUCTION GROUP as additional payee on all claim payments. To the extent this does not occur, Customer assigns the insurance proceeds to the extent they are on account of DENVER CONSTRUCTION GROUP's work, to DENVER CONSTRUCTION GROUP.

PAYMENT TERMS: 30% minimum down payment at time of contract, before any work begins. If additional progress payments are required, a separate payment schedule shall be completed and signed by Customer & an authorized representative of DENVER CONSTRUCTION GROUP.

X Customer:

Name: _____

Address: _____

Ph (H) _____ (W) _____

Ph (C) _____

E-Mail _____

X _____
DENVER CONSTRUCTION GROUP Representative Signature

X _____
Customer or Representative Signature Date

X _____
Customer or Representative (PLEASE PRINT NAME)
 Individual Corporation Partnership

_____ Customer shall remove all cash, jewelry, firearms and valuable collections prior to commencement of work.

X INSURANCE COMPANY:

X _____
Parties acknowledge and agree to the terms and conditions set forth on the reverse hereof.

Claim # _____

Phone # _____



www.denverconstructiongroup.com

TERMS AND CONDITIONS

Payment Terms: Invoices will be presented at the completion or cessation of the work and are due upon receipt. Invoices not paid within thirty (30) days of the date of the invoice shall bear interest at the rate of 1.75% per month.

Certain Owner Obligations: Customer agrees not to touch, move, disturb or turn off the equipment of DENVER CONSTRUCTION GROUP and understands that by doing so it may affect the results of the work. Customer understands that there is also a risk of injury to the equipment and the person contacting the equipment. This contract is based upon, and customer shall provide, clear and continuous access for all work on a concurrent, unscheduled basis, during normal working hours (7:00 am to 5:30 pm weekdays). Customer's telephone, electric, toilet, heat and water are to be made available for DENVER CONSTRUCTION GROUP's use during the process of the work at no cost to DENVER CONSTRUCTION GROUP. Customer agrees to be present during all onsite work. Customer may comply with the foregoing condition by supplying DENVER CONSTRUCTION GROUP with a premises key to be placed in a DENVER CONSTRUCTION GROUP supplied lock box. DENVER CONSTRUCTION GROUP assumes no liability for unauthorized entry. Customer shall be responsible for all equipment and tools left on the job site outside of normal working hours and shall keep the tools and equipment in a safe and locked place, if necessary, without charge or fee to DENVER CONSTRUCTION GROUP.

Work Quality: Customer understands that DENVER CONSTRUCTION GROUP in performing its services cannot guarantee the restoration of the premises to the exact condition as prior to the damage but that DENVER CONSTRUCTION GROUP agrees to perform all work in a workmanlike manner in conformity with industry standards provided that the customer is in full compliance with this agreement; that the customer has allowed DENVER CONSTRUCTION GROUP full access to the premises; that customer has followed all recommendations of DENVER CONSTRUCTION GROUP; and, that customer has not disturbed the equipment or employees of DENVER CONSTRUCTION GROUP. Customer acknowledges that permanently discolored, spotted, faded and/or bleached areas might remain, even after diligent efforts are made to restore same. All estimates specifically exclude concealed conditions (e.g., carpet back separating, improper carpet seams, plumbing, electrical wiring, structural conditions, or unanticipated framing). Painting is estimated to return existing surfaces to their same color. A change in color, finish or surface will be considered additional work. Any color, style, or quality selections and/or work decisions that are made verbally by the customer are the customer's responsibility, and DENVER CONSTRUCTION GROUP shall not be liable for customer's decisions or judgment. DENVER CONSTRUCTION GROUP shall remove all construction debris from jobsite and leave same in a broom-clean condition upon completion of work. All structure and contents work salvage shall become property of DENVER CONSTRUCTION GROUP.

Mold Issue: If DENVER CONSTRUCTION GROUP encounters mold, removal will be done in accordance with existing protocols set by the organizations that govern, recommend, or determine how mold damage is mitigated. In most cases such as those involving mold mitigation, this scope and protocol is set by a certified industrial hygienist. In many cases the industrial hygienist will make determination whether the property can be occupied or not while the work is being performed. In either recommendation, occupancy relies totally with the tenant or home customer, further DENVER CONSTRUCTION GROUP expressly disclaims and takes no liability for any decisions made for occupancy. Customer hereby represents that he/she has had an opportunity to seek a medical opinion on the potential health effects concerning the mold mitigation and/or chemical treatments being used by DENVER CONSTRUCTION GROUP. Customer further represents that he/she accepts the risks as set forth herein.

Hazardous or Other Conditions: During the course of the work, should DENVER CONSTRUCTION GROUP encounter any hazardous substance (asbestos, chemical, gas or the like) or unsafe condition, DENVER CONSTRUCTION GROUP may halt the work. Should the work be halted for more than one week for this reason, or for any other reason whatsoever, DENVER CONSTRUCTION GROUP may terminate this contract and customer agrees to pay DENVER CONSTRUCTION GROUP for all work performed to date, without retention, as determined by DENVER CONSTRUCTION GROUP's reasonable estimate and invoice, including costs of demobilization, substance investigation and/or testing, and any additional costs occasioned by the discovery and disposal of, and decontamination due to, said hazardous substance or unsafe condition. Customer shall inform DENVER CONSTRUCTION GROUP of the presence of any hazardous substances or unsafe conditions contained within the contents or structure, and does hereby indemnify and agree to hold harmless DENVER CONSTRUCTION GROUP from any and all claims by any person arising from the existence of and/or exposure to the hazardous substances or unsafe conditions. Customer further understands that notwithstanding the performance of DENVER CONSTRUCTION GROUP to industry standards, it is still possible for undetected damage to exist and it is also possible for mold to not be eliminated or to appear after the completion of the work. DENVER CONSTRUCTION GROUP makes no representations as to the complete removal or prevention of mold and customer hereby waives any claims it may have to damages or injuries, to the customer or customer's employees, family, guests, agent or any other person who may enter upon the premises as a result of the existence of mold.

Storage Of Customer Contents: If DENVER CONSTRUCTION GROUP is storing Customer's contents, upon return of the contents, if DENVER CONSTRUCTION GROUP does not unpack boxed contents and/or place contents in their final location, because DENVER CONSTRUCTION GROUP will not have control over the security and/or handling of the contents, Customer agrees that DENVER CONSTRUCTION GROUP shall not be liable for breakage, damage or loss discovered subsequent to the return of the contents.

Termination of Contract: In the event of termination of contract, subsequent to Customer signing said contract, by Customer or DENVER CONSTRUCTION GROUP Customer shall pay DENVER CONSTRUCTION GROUP for services performed through the termination and demobilization date including all materials delivered for the services, whether or not incorporated into the improvements, plus all demobilization costs, plus a sum equal to twenty percent (20%) of the contract price that DENVER CONSTRUCTION GROUP would have been paid but for the termination of the contract.

Release: Customer hereby releases and forever discharges DENVER CONSTRUCTION GROUP, its agents, principles, customers, shareholders, directors, managers and employees from any and all claims as to injuries, damage, and health problems of any nature, whether known or unknown, suffered as a result of the mold mitigation or chemicals used by DENVER CONSTRUCTION GROUP.

Limited Warranty: DENVER CONSTRUCTION GROUP warrants its work for one year from the date DENVER CONSTRUCTION GROUP completes the work. In the event a warranty issue arises, DENVER CONSTRUCTION GROUP will have the right to re-perform the work or return amounts paid, at its sole discretion. This warranty is expressly in lieu of all other warranties, express or implied, including all warranties of merchantability and fitness for purpose or use. All other obligations or liabilities of DENVER CONSTRUCTION GROUP and its suppliers and contractors are hereby expressly disclaimed. DENVER CONSTRUCTION GROUP, its suppliers and contractors neither assume or authorize any other person to give or assume for them any other warranty or liability in connection with these services. Customer expressly understands and agrees that neither DENVER CONSTRUCTION GROUP, nor its officers, directors, employees, agents, representatives, suppliers or contractors shall be liable for any loss, damage or expense directly or indirectly arising from the services, including, but not limited to, penalties, indirect damages, special damages, consequential damages, incidental damages or liquidated damages. In no event shall DENVER CONSTRUCTION GROUP or its suppliers or contractors incur any liability whatsoever until they receive full payment for the services.

Default: In the event customer is in default of any of his/her obligations hereunder, DENVER CONSTRUCTION GROUP may, at its option, choose from the following remedies, which are cumulative. The selection of any remedy does not preclude the selection of others or any other remedy at law or equity. If DENVER CONSTRUCTION GROUP consults with an attorney for collection or otherwise, then in addition to all sums due hereunder, customer agrees to pay all costs incurred by DENVER CONSTRUCTION GROUP, including reasonable attorney's fees. In addition, upon customer's default, customer agrees to pay all costs incurred by DENVER CONSTRUCTION GROUP (including reasonable attorney's fees), interest on any unpaid invoice balance at the rate of 1.75% per month, and storage charges at the rate of \$5.00 per storage vault per day (\$5.00/day min.):

- A. DENVER CONSTRUCTION GROUP may retain possession of the contents in its possession and charge storage fees as set forth above until the default of customer has been corrected; and/or
- B. DENVER CONSTRUCTION GROUP may cease all work and, upon written notice to customer, terminate this contract, in such event, customer hereby grants DENVER CONSTRUCTION GROUP a right of re-entry to the structure for the purpose of removing any portion, or all of, the contents, materials or goods installed at, fixed or worked upon, or delivered to the property under this contract; and/or
- C. DENVER CONSTRUCTION GROUP may assert a lien for services pursuant to Colorado law, and may sell the contents in accordance with any procedure provided by law. In such event, DENVER CONSTRUCTION GROUP shall be entitled to all amounts provided by statute, case law, and this contract; and/or
- D. DENVER CONSTRUCTION GROUP may proceed to collect all monies owed through civil proceedings. Should DENVER CONSTRUCTION GROUP decline to accept insurance company's adjusted settlement offer, customer shall pay DENVER CONSTRUCTION GROUP for all work performed to date of declination including demobilization, upon DENVER CONSTRUCTION GROUP invoicing for same, and this contract shall thereupon terminate.

Litigation: Notwithstanding anything to the contrary, customer stipulates and agrees that venue for any litigation arising from this contract shall be in either the county in which the premises are located or in the city and county of Denver, Colorado. Customer and DENVER CONSTRUCTION GROUP hereby waive any right to a jury trial and agree to have any dispute heard by a judge. The foregoing sentence shall not be construed to limit the use of alternative means of dispute resolution.