



This authorization is made between **Tahoe Mold and Water Inc.** (The Contractor) CA B-960994/ NV C-3 - 0079127- Max Bid \$150,000 and \_\_\_\_\_ (The Customer), on \_\_\_\_\_ (date) day of \_\_\_\_\_ (month), **2018** (year) regarding \_\_\_\_\_. (The Property).

The Customer hereby authorizes the contractor to proceed immediately (as referenced in the date above) with The Contractors recommended emergency procedures to mitigate moisture damage. If requested, The Contractor will provide The Customer an estimated work scope and costs verbally or in writing at the onset of the project. Due to the unknown nature of moisture damage, The Contractor may need to adjust the required work scope and costs based on The Contractors findings during the project. The Contractor will identify moisture and mold using science based assessment techniques including, but not limited to moisture readings, mold samples, and visual observations and will keep records of findings to justify performed work. The Contractor is not responsible for pre-existing damage, or damage that occurs during the project as a result of factors beyond The Contractors control. The Customer further authorizes and directs their insurer, if applicable, to name The Contractor as an additional payee on any and all insurance payments applicable to The Contractors work performed for this loss. The Contractor shall bill all charges and/or costs directly to The Customer, and as a courtesy, copy invoices to the insurance carrier. It is the customer's responsibility to follow up with their insurer for prompt payment and provide the contractor with payment immediately after receiving insurance monies for said work. The Customer understands unpaid invoices in excess of 45 days could be subject to a 1.5% per month finance charge. It is fully understood and agreed to by The Customer that any and all deductible and/or non-recoverable depreciation will be their sole responsibility and are to be paid upon work commencement. The Contractor will use Xactimate, an estimating software used by most insures, when preparing estimates for invoicing customers and/or insurers. If limits or lack of insurance coverage results in expenses incurred by The Contractor that will not be paid by the insurer, then the customer is fully responsible for these costs. The Customer is responsible for payment of all out-of-pocket costs promptly after completion, unless otherwise agreed to in writing. The Customer agrees to deliver to contractor within seven (7) days of this agreement payment in the amount of The Customer's deductible or if initialed \_\_\_\_\_ an amount of \_\_\_\_\_. After work completion, all remaining deductible and/or depreciation and balance is to be paid to the Tahoe Mold and Water, PO Box 5187, Tahoe City, CA 96145 or through The Contractors merchant account.

**DISCLAIMER:**

The Customer acknowledges that The Contractor will use every diligent effort and means available to restore their personal and real property, and understands that there is no guarantee that in all circumstances that items can be restored to their pre-loss condition. The Contractor is not responsible for pre-loss damage, for items that are unable to be restored, or for any out-of-pocket costs resulting from limits in insurance coverage. The Contractor may need to construct containments that rely on tape, staples, tacks, and other securing devices that can cause damage to the structure. It is not The Contractors responsibility to repair surfaces that get damaged though Th Contractor will make every effort to prevent damage and hide damage that could result from the required containments. The Contractor is not responsible for damage as a result of poor or inadequate pre-existing construction, as improperly hung and sealed drywall may experience nail popping or openings where air can travel from unoccupied to occupied spaces.

**MECHANICS LIEN WARNING**

Anyone who helps improve your property, but who is not paid, may record what is called a mechanics lien on your property. A mechanics lien is a claim, like a mortgage or home equity loan, made against your property and recorded with the county recorder.

Even if you pay your contractor in full, unpaid subcontractors, suppliers, and laborers who helped to improve your property may record mechanics liens and sue you in court to foreclose the lien. If a court finds the lien is valid, you could be forced to pay twice or have a court officer sell your home to pay the lien. Liens can also affect your credit.

To preserve their right to record a lien, each subcontractor and material supplier must provide you with a document called a 'Preliminary Notice.' This notice is not a lien. The purpose of the notice is to let you know that the person who sends you the notice has the right to record a lien on your property if he or she is not paid.



**BE CAREFUL.** The Preliminary Notice can be sent up to 20 days after the subcontractor starts work or the supplier provides material. This can be a big problem if you pay your contractor before you have received the Preliminary Notices.

You will not get Preliminary Notices from your prime contractor or other persons you contract with directly or from laborers who work on your project. The law assumes that you already know they are improving your property.

**PROTECT YOURSELF FROM LIENS.** You can protect yourself from liens by getting a list from your contractor of all the subcontractors and material suppliers that work on your project. Find out from your contractor when these subcontractors started work and when these suppliers delivered goods or materials. Then wait 20 days, paying attention to the Preliminary Notices you receive.

**PAY WITH JOINT CHECKS.** One way to protect yourself is to pay with a joint check. When your contractor tells you it is time to pay for the work of a subcontractor or supplier who has provided you with a Preliminary Notice, write a joint check payable to both the contractor and the subcontractor or material supplier.

For other ways to prevent liens, visit CSLB's Web site at [www.cslb.ca.gov](http://www.cslb.ca.gov) or call CSLB at 800-321-CSLB (2752).

**REMEMBER, IF YOU DO NOTHING, YOU RISK HAVING A LIEN PLACED ON YOUR HOME.** This can mean that you may have to pay twice, or face the forced sale of your home to pay what you owe.”

(5)(A) A statement prepared by the board through regulation that emphasizes the value of commercial general liability insurance and encourages the owner to verify the contractor's insurance coverage and status.

(B) A check box indicating whether or not the contractor carries commercial general liability insurance, and if that is the case, the name and the telephone number of the insurer.

(c) The writing may also contain other matters agreed to by the parties to the contract. The writing shall be legible and shall clearly describe any other document which is to be incorporated into the contract. Prior to commencement of any work, the owner shall be furnished a copy of the written agreement, signed by the contractor. The provisions of this section are not exclusive and do not relieve the contractor from compliance with all other applicable provisions of law.

(d) Every contract subject to the provisions of this section shall contain, in close proximity to the signatures of the owner and contractor, a notice in at least 10-point boldface type or in all capital letters, stating that the owner has the right to require the contractor to have a performance and payment bond and that the expense of the bond may be borne by the owner.

(e) The requirements in paragraph (5) of subdivision (b) shall become operative three months after the board adopts the regulations referenced in subparagraph (A) of paragraph (5) of subdivision (b).

(f) This section shall become operative on January 1, 2006.

EXECUTED AT \_\_\_\_\_, \_\_\_\_\_ (name of county and state) on the day and year above

Print Name: \_\_\_\_\_ Title: \_\_\_\_\_ (Insured or acting agent)

Signature: \_\_\_\_\_ Date: \_\_\_\_\_ Insurance Carrier/Claim#: \_\_\_\_\_

TMW Signature: Edward Riley Print Name: Edward Riley Date: \_\_\_\_\_



**EXHIBIT C  
3 DAY RIGHT TO CANCEL**

This page is only applicable if this Contract was not negotiated at the Contractor's place of business. If so, the Owner is to receive two (2) copies. Capitalized terms in this Exhibit shall have the same meanings that are assigned to those terms in the Contract.

**Notice of Cancellation**

Date last party signed the Contract \_\_\_\_\_ .

You may cancel this transaction, without any penalty or obligation, within three business days from the above date. If you cancel, any property traded in, any payments made by you under the contract or sale, and any negotiable instrument executed by you will be returned within 10 days following receipt by the seller of your cancellation notice, and any security interest arising out of the transaction will be canceled. If you cancel, you must make available to the seller at your residence, in substantially as good condition as when received, any goods delivered to you under this contract or sale, or you may, if you wish, comply with the instructions of the seller regarding the return shipment of the goods at the seller's expense and risk. If you do make the goods available to the seller and the seller does not pick them up within 20 days of the date of your notice of cancellation, you may retain or dispose of the goods without any further obligation. If you fail to make the goods available to the seller, or if you agree to return the goods to the seller and fail to do so, then you remain liable for performance of all obligations under the contract.

To cancel this transaction, mail or deliver a signed and dated copy of this cancellation notice, or any other written notice, or send a telegram to

Tahoe Mold and Water  
PO Box 5187  
3000 N. Lake Blvd. #8  
Tahoe City, CA 96145  
(530)581-1094

I hereby cancel this transaction.

Date \_\_\_\_\_

Owner's Signature \_\_\_\_\_

Print Owner's Name \_\_\_\_\_