



Restoration Professionals, Inc.

505 Minnehaha Avenue W.  
St. Paul, MN 55103

Phone: 651-379-1990  
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BC396147

www.restpro.com

Customer: James Rios  
Address: 1145 Woodbridge St  
St Paul, MN 55117  
Home Phone: \_\_\_\_\_  
Office Phone: \_\_\_\_\_  
Cell Phone: 651-492-5719  
E-Mail: James.Rios45@yahoo.com

Date of Loss: 5-4-14  
Insurance Company: Travelers  
Address: \_\_\_\_\_  
Insurance Policy #: 988595565 6331  
Agent Name: Paul Strombeck  
Agent Office Phone: 651-564-0059  
CC#: \_\_\_\_\_  
Exp date: \_\_\_\_\_ CID code: \_\_\_\_\_

### RESTORATION PROFESSIONALS, INC. SERVICE AGREEMENT

I hereby certify that I am the (circle one) (owner) or (contract vendee - tenant - agent) of the owner ("Customer") of the property described below ("Property"). By signing below I hereby authorize Restoration Professionals, Inc. ("RestPro") to perform labor and services and provide materials to the Property ("Services") to repair, replace and/or restore the Property in connection with damages caused by FIRE ("Event") on or about MAY 5, 2014. My signature below also signifies acceptance of all terms and conditions of this Agreement, including all terms on the reverse side hereof. I understand that RestPro has no connection with my insurance company and/or the insurer for the Property, and that I alone have the authority to authorize RestPro to perform the Services. The Services have been itemized or will be itemized in a written estimate prepared by RestPro ("Estimate"), and forwarded to the insurance adjuster supervising my claim in connection with the damages to the Property. The terms and prices in the Estimate and any subsequent modifications to the Estimate shall be incorporated herein by reference as an amendment to this Agreement, and the total dollar amount of the Estimate and any supplements shall become the contract price hereunder ("Agreement Price"), and the Agreement Price for the Services is \$ 730. I agree to pay the Agreement Price to RestPro per the following terms: 35% due upon 35% completion of the Services; additional 35% due on 70% completion of the Services; and final 30% due upon certificate of completion. Further, if I entered into any previous or additional agreements with Rest Pro for other services, all sums due under those other agreements must be paid in full upon 35% completion of the Services under this Agreement.

I also agree to pay RestPro my insurance deductible in the amount of \$ \_\_\_\_\_.

RestPro makes no representations or warranties regarding my insurance coverage, or regarding whether my insurer will pay for all or any of RestPro's Services provided to the Property or me. I agree to pay RestPro in full for the Services RestPro provides to me or to the Property, regardless of my insurance coverage.

I agree to pay a service charge of 8% per annum on all balances 30 days or more past due. I also specifically agree to pay for all collection costs, including employee time and expense and all attorneys' fees and costs RestPro incurs in either collection of and/or protection of its interests in my past due account or performance of this Agreement.

**ASSIGNMENT:** My insurance company is \_\_\_\_\_ ("Insurer") and my mortgage company is \_\_\_\_\_ ("Mortgagee") and I hereby authorize Insurer and Mortgagee to pay RestPro directly for all Services provided hereunder, and I hereby assign to RestPro all right, title and interest in and to all insurance proceeds, if any, for the loss giving rise to the Services performed under this Agreement. Said assignment is limited to the amount to be paid under the terms of this Agreement. I further direct Insurer and/or Mortgagee to include RestPro as a payee on all checks or drafts now or hereafter payable for such loss.

**PRE-LIEN NOTICE:** I understand that RestPro is required by Minnesota law to provide me with this notice:

(A) ANY PERSON OR COMPANY SUPPLYING LABOR OR MATERIALS FOR THIS IMPROVEMENT TO YOUR PROPERTY MAY FILE A LIEN AGAINST YOUR PROPERTY IF THAT PERSON OR COMPANY IS NOT PAID FOR THE CONTRIBUTIONS.

(B) UNDER MINNESOTA LAW, YOU HAVE THE RIGHT TO PAY PERSONS WHO SUPPLIED LABOR OR MATERIALS FOR THIS IMPROVEMENT DIRECTLY AND DEDUCT THIS AMOUNT FROM OUR CONTRACT PRICE, OR WITHHOLD THE AMOUNTS DUE THEM FROM US UNTIL 120 DAYS AFTER COMPLETION OF THE IMPROVEMENT UNLESS WE GIVE YOU A LIEN WAIVER SIGNED BY PERSONS WHO SUPPLIED ANY LABOR OR MATERIAL FOR THE IMPROVEMENT AND WHO GAVE YOU TIMELY NOTICE.

**Hazardous Materials, Mold and Other Hidden Conditions.** Nothing contained in this Agreement shall be construed to require RestPro to determine the presence or absence of any hazardous materials, asbestos-containing materials, mold, insect or rodent infestation, or any other hidden, concealed or unforeseeable conditions affecting the Services or to require RestPro to remove, protect against or dispose of or remedy such materials or conditions. In the event that RestPro learns of the presence of such materials or conditions at the work site, RestPro reserves the right to immediately stop work and/or revise the Estimate for such additional work as may be required. For purposes of this Agreement, a hidden, concealed or unforeseeable condition shall mean a condition not readily observable to an experienced contractor or subcontractor inspecting the property for the purpose of estimating for and performing the work covered by this Agreement.

A copy of Minnesota Statutes Chapter 327A has been provided to Owner in compliance with Minnesota Statutes Section 327A.08. Owner acknowledges receipt of the same, that the provisions of Minnesota Statutes Chapter 327A are included as part of this Agreement, and that this Agreement and the copy of Chapter 327A together constitute a written warranty instrument as required by Section 327A.08.

**THE TERMS ON THE REVERSE SIDE HEREOF ARE SPECIFICALLY AGREED TO AND INCORPORATED HEREIN.**

Start Date: 5-5-2014 Completion Date: 11-5-2014

Owner or Authorized Agent: James M. Rios  
Print Name: James Rios Title: Homeowner Date: 5-5-14  
Company Name (if applicable): \_\_\_\_\_  
Restoration Professionals, Inc. By: David Graham Its: Business



## ADDITIONAL TERMS AND CONDITIONS

In the event I terminate or otherwise breach this agreement after RestPro has commenced the Services, I agree to pay RestPro: 1) in full on a time and materials basis for all Services RestPro, its subcontractors and material suppliers have provided to me or the Property, including, but not limited to, time RestPro has expended in preparing my Estimate; and 2) the full 10 percent profit and 10 percent overhead ("10&10") as stated in the Estimate. If I fail to pay RestPro any payments due under this Agreement, or otherwise breach this Agreement, RestPro may stop work without further notice and I will be responsible for and shall pay RestPro for all damages and costs RestPro incurs as a result of stopping work due to my breach of this Agreement and for all amounts to which RestPro is entitled under this Agreement. RestPro will only recommence performing the Services after I have paid RestPro in full for amounts it is due pursuant to this Agreement and if RestPro in its sole discretion determines that I have the financial ability to satisfy my additional financial obligations under this Agreement or any other agreements I have with RestPro. If I decide not to have the Services performed or to have a person or entity other than RestPro perform the Services, RestPro shall be entitled to liquidated damages equal to 25% of the total amount of the most recent Estimate plus costs incurred by RestPro in preparation of the Services. These liquidated damages are not a penalty, but are instead agreed to be payment to RestPro for its time and efforts in preparing Estimates and meeting with my insurance company and/or insurance adjuster.

All materials will be standard stock materials, unless otherwise specified, and will match existing materials within reasonable tolerance as to color, texture, design, etc. I understand that there is a 2-day minimum charge for all drying, water extraction and dehumidification equipment RestPro provides to the Property or me.

The prices and terms of the estimate and the Agreement Price are based upon completion of the Services during normal working hours and I agree to provide RestPro access to the Property as required for completion of the Services. RestPro shall not be responsible for damages arising from delay due to inclement weather, strikes, fires, accidents, delays in shipments or delivery of materials, or any causes beyond its reasonable control. I will be responsible if any interruption of RestPro's Services results from my failure to provide reasonable access, or due to the acts or negligence of others not under the RestPro's direction.

Job completion shall be the date on which RestPro's Services are substantially finished (as distinguished from the date of my acceptance thereof), or the date of RestPro's last item of work at the Property, whichever is earlier. My failure to make prompt payment shall entitle RestPro, on forty-eight hours (48) hours' written notice, to stop the Services. The Agreement Price shall be increased by RestPro's reasonable costs to stop the project and/or resume work. My telephone, electricity, water and toilet will be made available to RestPro's personnel during the course of the Services. I will also furnish at my expense, single phase, 220-volt, 50-amp electrical service. RestPro shall not be responsible for protection of my Property, except to provide that protection which is specifically called for under the specifications provided by this Agreement. RestPro is not responsible for the theft, disappearance of or damage to jewelry, art objects, silver, gold, antiques or any other items of personal property, and I agree to hold RestPro harmless in connection therewith.

The agreed upon performance guidelines ("Guidelines") required by Minnesota Statutes Section 326B.809(b) have been provided to Customer and are incorporated herein by reference. Customer acknowledges receipt of the Guidelines prior to signing this Agreement. All Services are to be completed in a workmanlike manner, according to standard industry practices in Minnesota. Specified Services and quoted prices are subject to change upon discovery of hidden defects. RestPro provides a warranty on all workmanship covered by this agreement for a period of one year from the date RestPro ceases work on the Property. All materials used are subject only to warranties provided by the manufacturers and/or suppliers, if any. If RestPro is not paid in full in accordance with this agreement, all warranties are null and void. Any claim against RestPro alleging any breach of this agreement or negligence must be initiated no later than one year after the date RestPro ceases work on the Property.

I acknowledge that Rest Pro may from time to time receive discounts or other concessions from its subcontractors, suppliers or other vendors ("Discounts"). Unless otherwise agreed upon in writing, such Discounts shall be for Rest Pro's sole benefit and are not required to be passed on or credited to me, or reduced from or set off against the amount of any Estimate or amounts charged to me for the Services.

RestPro accepts no liability to indemnify or hold me harmless for claims or damages to persons or property, except to the extent that such damages occur during performance of RestPro's Services, and are the direct result of RestPro's error or omission. RestPro shall not be responsible for damages for any area of the Property upon which RestPro's Service has not been completed. I understand and acknowledge that RestPro does not warrant or guarantee previous workmanship or pre-existing materials, nor any materials or labor not originally provided by RestPro. I understand and agree that RestPro shall have no responsibility for damages of any kind to persons or property occurring after job completion. Nothing contained in this Agreement shall be construed to require RestPro to determine the presence or absence of any hazardous materials or asbestos-containing materials affecting the Services or to require RestPro to remove or protect such materials. In the event that RestPro learns of the presence of such materials at the Property, RestPro reserves the right to immediately stop work and negotiate a change order for such additional Services as may be required.

I agree that, in consideration of the Services, under the terms set forth herein, I, for myself and on behalf of my agents, representatives and assigns, do agree to hold harmless, release and discharge RestPro, its owners, agents, employees, officers, directors, representatives, assigns, members, affiliated organizations, insurers and others acting on its behalf, of and from all claims, demands, causes of action and legal liability, whether the same be known or unknown, anticipated or unanticipated, due to RestPro's active or passive negligence; and I do further agree that, except in the event of RestPro's gross negligence and willful and wanton misconduct, I shall not bring any claims, demands, legal actions and causes of action, against RestPro for any economic and non-economic losses due to damage to the Property. RestPro shall not be responsible or held liable for any loss of profits or business interruption resulting from any damage to or loss of the Property, however the same may be caused. In any event, I agree that my maximum recourse shall be, and RestPro's maximum liability shall be limited to, the amount RestPro billed to me. RestPro shall not be responsible for latent defects in materials and accessories supplied. RestPro shall not be responsible for rework required as a result of the acts or errors of others. I further expressly agree that this Agreement, including, in particular, the foregoing release and waiver of liability, is intended to be as broad and inclusive as permitted by the laws of the State of Minnesota, and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect. The scope of all disclaimers or exculpatory language in this Agreement is limited to negligent acts, and does not purport to release RestPro from damages, if any, caused by its intentional, willful or wanton acts.

I certify, by my signature on this agreement, that if applicable I have received a copy of the pamphlet, *Protect Your Family From Lead in Your Home*, informing me of the potential risk of the lead hazard exposure from renovation activity to be performed in my dwelling home/unit. I received this pamphlet before the construction of this project began. This does not include any emergency services portion of the project. I also certify that if I am unavailable for signature that RestPro made a good faith effort to deliver this pamphlet and left a copy of it at my door or in my mailbox.