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# ACP STORM REPAIR LLC

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7931 S. Broadway #218 Littleton Co 80122 303-351-2022

800-648-1509 Alan@ACPstormrepair.com

"The Storm Eraser" since 1996

Client:

Thomas Beitz

Contract Date:

9-23-16

Project Address:

1411 Switzer Park Pl

Cell Phone:

3-257-7025

Email:

thom@sagecare.com

Policy Number

164-0057874

Claim number

164-0057874

Event Date:

7-6-2016

**1. Contractor of Record:** Due to the intensity of the recent storm, and the many items affected at your property, the homeowners named above as clients are entering into an agreement with ACP Storm Repair to perform site managing and general contracting services. This agreement is to perform insurance paid repairs.

*2. Under the terms of this agreement ACP will be a contractor specializing in insurance direct billing- assisting the adjuster provided by your insurance. Client, owner of property stated above and policy holder of policy stated above hereby Retains ACP Storm Repair to do the following:*

**3. Employee and Subcontractor hiring:** As Contractor-ACP Storm Repair will use its 20+ years, 180+ projects in Colorado and our best staff to complete work covered by your insurance policy. At all times all persons on property making repairs for the claim number and storm listed above will be required to be under contract from ACP and will be properly insured to protect you the client. ACP will hold insurance certificates for all subcontractors at all times. In addition ACP will be collecting lien waivers for all individuals at the property, and supplies delivered at the property to protect you the client. Certificates of insurance are available for clients viewing by request at any time.

**4. Insurance Coordinating:** ACP Storm Repair will assist your insurance representatives by explaining proper methods and building codes to be followed for proper repair to your property. This will help adjusters understand the steps needed to meet local building codes. All items needed for proper repair will be put into a insurance estimator xactimate, the same price estimator used by your insurance adjuster. ACP Storm request same polite treatment and kindness as the policy holder when dealing with your insurance including access to a PDF copy of the current estimate and the PDF of policy in its entirety with updates as needed.

ACP to receive PDF Initials

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5. The clients request ACP Storm Repair to review the insurance company's estimate and give authorization for ACP to re-bill the insurance directly as your contractor. Proper methods used for repairs will be dictated by national trade organizations, local codes, and our experience as general contractors. The clients request that this claim be repaired, paid and settled in a fashion that repairing this property requires none of their time just as if they hired a contractor and paid retail with their own money. ACP will bill your insurance in this manner where all time is accounted for. **The clients are interested in receiving the fair and reasonable payment by their insurance company as owed under the terms of the policy.** The clients authorize ACP or ACP representatives to pursue collection from their insurance for this amount via any legal means necessary. The clients authorize ACP Storm Repair to speak directly with their insurance as needed.

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**6. Repairs inspection and completion:** ACP Storm Repair will complete all repairs identified on your insurance adjusters report... even the hard stuff!! Even the little stuff!! Additional work not covered by clients policy will have and price agreed to in writing before being started to protect you the client. (Page 1 of 2)



Work will be done in a timely manner for inspection by you the client, your mortgage company, your building officials and your insurance company.

**7.Specifications:** The quality of labor and materials used for this repair shall in all cases meet or exceed the original structure. ACP will use the wording from clients insurance policy and ACP agrees to perform repairs included under this agreement to "like kind and quality" as your policy states.

**8.Our Pricing:** ACP Storm Repair will apply all items identified by your insurance and the extra required steps to perform these items into Xactimate insurance estimate system. This price given by xactimate will be the price pursued for collection from your insurance. ACP will accept responsibility to provide inspections, pictures, video and other documentation as needed to prove every new ACP added line item as being fair and reasonable and now due to be paid by your insurance. In all instances ACP's Xactimate report shall dictate the amount due to ACP for repairs. All additional construction steps requested cannot be substantiated they will be refunded by ACP.

In addition to the ACP xactimate price, lien fees, collections fees, and attorney fees if needed to collect with maximum applicable interest and applicable penalties allowed by the state of Colorado will be added to this price if proper payment is not remitted to ACP. ACP reserves the right to pursue collection of these additional amounts by any legal means necessary. If issued payments not are remitted to ACP timely the maximum allowable interest shall accrue. Credits can be given, at the discretion of ACP, to the clients for line items not to be performed, or items they wish to perform themselves.

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**9.Payments:** ACP accepts no monies in advance of work. Checks should be signed of by your mortgagor and remain "on the dining room table" to be signed over to ACP Storm when appropriate. As required by law, ACP Storm Repair agree monies shall be "**held in trust**". ACP abodes by the fiduciary duty laws of Colorado paying suppliers and workmen fort and immediately. No portion of any payments given ACP will be used until supplies are delivered and/or substantial work is completed.

Deductibles must be paid and we as contractors cannot waive your deductible due to state laws.

(Next line Required by State of Colorado) In the event no covered storm damage is found, you have the option of rescinding this contract by notifying us in writing (via internet) within 72 hours of insurance coverage/claim denial with no cancellation fees. Other cancellation fees at ACP discretion not less than 20%.

Other related paperwork to this Contract, You will also receive the following:

- 1) Copies of correspondences and billings between insurance and ACP deemed pertinent.
- 2) The manufacturer information for warranty purposes on roof.
- 3) Local building authority final inspection card showing your work is completed with a permit
- 4) Our Final billing showing all items and amounts for your records to be submitted and collected in full from your insurance.
- 5) The "Authorization to bill Insurance" you will receive and agree to sign a copy of our final agreed billing amount per xactimate price to be collected from insurance company.

*Thank You very much for your business and we look forward to serving you.*

*Please let us know anything we can do to make your Storm Repair easier. THANK YOU!*

I hereby certify as homeowner that I understand and agree to all the above terms:

Date: 9-23-16

Thomas Buttz  
Printed Name of Homeowners/Policy Holders

Thomas Buttz  
Signature of Homeowners/Policy Holders

Alen Rodvin  
Contractor and Project Coordinator

Alen Rodvin  
Authorized Representative Signature  
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