



34 INDUSTRIAL LOOP, STE 204 | ORANGE PARK, FL 32073 | (904) 880-7100

SERVICE CONTRACT

DATE	INVOICE #
POLICY #	CLAIM #

CUSTOMER INFORMATION	
NAME:	
ADDRESS:	
PHONE #	
EMAIL:	

INSURANCE INFORMATION	
COMPANY NAME:	
PHONE #	
ADJUSTER INFORMATION	
ADJUSTER'S NAME:	
PHONE #	

SERVICES	PRICE	METRIC	S/F	C/F	ROOMS	HOLES	UNITS	BAGS	DAYS	SUBTOTAL
EMERGENCY SERVICE CALL	\$175.00	EACH								
EMERGENCY SERVICE CALL AFTER HRS	\$225.00	EACH								
EMERGENCY SERVICE CALL HOLIDAYS	\$300.00	EACH								
THERMAL IMAGING	\$150.00	EACH								
CONTENTS MANIPULATION	\$32.60	HR								
D&R REFRIGERATOR	\$32.17	EACH								
D&R DISHWASHER	\$257.44	EACH								
D&R ELECTRIC RANGE	\$49.16	EACH								
D&R GAS RANGE	\$151.33	EACH								
D&R WASHING MACHINE	\$26.81	EACH								
D&R DRYER	\$24.13	EACH								
WATER EXTRACTION HARD SURFACE	\$.23-\$72	SF								
WATER EXTRACTION CARPETED FLOOR	\$.47-\$1.39	SF								
TEAR OUT WET CARPET	\$.27-\$1.22	SF								
TEAR OUT WET CARPET PAD	\$.19-\$96	SF								
THERMAL FOGGING	\$0.06	SF								
APPLY ANTI-MICROBIAL AGENT	\$0.03	SF								
EQUIP. SETUP, TAKEDOWN, MONITORING	\$48.40	HR								
EQUIP. SETUP, TAKEDOWN, MON. AFTER HRS	\$72.68	HR								
AIR MOVER	\$30.00	EACH x DAY								
DEHUMIDIFIER	\$125.00	EACH x DAY								
AIR SCRUBBER	\$150.00	EACH x DAY								
DESICCANT	\$300.00	EACH x DAY								
DESICCANT 3000-4000 CFM	\$1,250.00	EACH x DAY								
DESICCANT 4500-7500 CFM	\$1,560.00	EACH x DAY								
DESICCANT 8500-15000 CFM	\$2,600.00	EACH x DAY								
WOOD FLOOR DRYING UNIT	\$200.00	EACH x DAY								
WALL CAVITY DRYING INJECTED	\$150.00	EACH x DAY								
WALL CAVITY DRYING DUCTED	\$75.00	EACH x DAY								
HYDROXYL	\$225.00	EACH x DAY								
HEPA FILTER FOR AIR SCRUBBER	\$187.48	EACH								
CONTAINMENT	\$0.70	SF								
CONTAINMENT ZIPPER	\$14.62	EACH								
DRILL HOLES FOR WALL CAVITY DRYING	\$0.65	EACH								
TEAR OUT BASE	\$.80-\$1.11	LF								
TEAR OUT DRYWALL	\$.84-\$1.42	SF								
TEAR OUT DRYWALL 2' UP	\$2.38-\$5.32	LF								
TEAR OUT DRYWALL 4' UP	\$4.36-\$7.54	LF								
TEAR OUR INSULATION	\$0.67	SF								
HEPA VAC HOURLY	\$63.95	HR								
HEPA VAC LIGHT	\$0.36	SF								
HEPA VAC DETAILED	\$0.72	SF								
CLEAN	\$0.60	SF								
CLEAN STUD WALL	\$1.05	SF								
HAUL DEBRIS	\$127.84	PER LOAD								
TANDEM AXLE DUMP TRAILER	\$187.87	PER LOAD								

SIGNATURE REQUIRED			SUBTOTAL
I HAVE READ & UNDERSTAND THE TERMS & CONDITIONS SET FORTH ON THIS AGREEMENT. I AGREE TO PURCHASE THE ORDERED SERVICES ABOVE, BASED ON DRIMAXX'S SERVICES PRICE LIST.			10% OVERHEAD
			DISCOUNT
			DEPOSIT
			TOTAL DUE:
NAME: (PRINT) _____	SIGNATURE: _____	DATE: _____	
NAME: (PRINT) _____	SIGNATURE: _____	DATE: _____	

MKL Enterprises, LLC, Dba Drimaxx - Service Contract

As detailed, damage to the Property has occurred for which there exists an insurance Claim. Owner wishes to and does hereby retain and authorize MKL Enterprises, LLC, Dba Drimaxx to enter upon and inspect the Property, and to thereafter determine all work needed to mitigate further damage to the Property and correct existing damage to the Property, and in that regard, and without limitation, to prepare estimates, furnish materials, supply all equipment, and perform all labor as may be necessary to better protect, repair, replace and/or restore the Property (all of the foregoing collectively herein, "the Work"). This contract is for any necessary water mitigation, mold remediation, and rebuild services for the property stated. In consideration of the final billing, MKL Enterprises, LLC, Dba Drimaxx agrees to perform all required restoration services as it relates to the insured's loss, to include water mitigation, mold remediation, contents cleaning and manipulation and restoration and rebuild services. MKL Enterprises, LLC, Dba Drimaxx, at its sole discretion, can be released from the rebuild portion of the claim at any time upon written notice to the customer. In this case, the parties acknowledge that this service contract remains in full force and effect for all work previously performed. As is necessary, MKL Enterprises, LLC, Dba Drimaxx will obtain building permits from the State/County where the loss occurred.

Non-Waiver: Failure of either party to enforce any portion of this Agreement/Contract shall not constitute a waiver of such rights.

Contract: For value received, the assignor represents that this contract is in full force and effect. The assignor fully warrants that it/he/she/they have full rights and authority to enter into this Service Contract. This Service Contract contains the entire terms of the agreement between the parties with respect to the matters set forth herein. There are no oral or written agreements, representations or inducements of any kind between the parties with respect to this agreement that are not contained in this Service Contract. This Service Contract may only be altered or amended, in whole or in part, by a written instrument setting forth such changes as mutually agreed to, and signed by all of the parties unless addressed separately in this Service Contract. The parties hereby waive all rights and remedies, at law or in equity, arising or which may arise as the result of a party's reliance on such representations.

Terms: The terms of this Service Contract begin at the time and date set forth next to customer's signature, with services payable at project completion. By signing this Service Contract, Customer represents to MKL Enterprises, LLC, Dba Drimaxx that sufficient insurance coverage exists to compensate MKL Enterprises, LLC, Dba Drimaxx for all services rendered or to be rendered. If, in fact, adequate insurance coverage does not exist to fully compensate MKL Enterprises, LLC, Dba Drimaxx for all services rendered or to be rendered, MKL Enterprises, LLC, Dba Drimaxx may, at its sole discretion, cancel this Service Contract, in which case MKL Enterprises, LLC, Dba Drimaxx shall be relieved of any and all obligations thereunder. In the case of cancellation, the customer shall be liable for payment to MKL Enterprises, LLC, Dba Drimaxx for any and all outstanding balance(s) owed for services rendered.

Credit Terms: The undersigned customer understands and agrees that in consideration for credit being extended herein, it/he/she/they shall be liable for all amounts charged, ordered, purchased, received and incurred upon credit, on open account, or otherwise from MKL Enterprises, LLC, Dba Drimaxx until such time as this agreement is canceled by either party or until all amounts due hereunder are paid in full, whichever is later. Customer further understands that it/he/she/they are responsible for these charges regardless of whether or not customer receives reimbursement from any insurance carrier or according to any special terms of a particular purchase order, and should payments be made late, such overdue amounts shall accrue simple interest at a rate of one and one half percent (1.5%) per month, until such amounts are paid. Customer further understands that should any installments be in default for a period of not less than ten (10) days, said installments shall be subject to a one time delinquency charge in the amount of five percent (5%) of any such installment in default, which delinquency charge shall not be deemed Interest. Everything stated in this application is correct to the best of my knowledge. It is understood that MKL Enterprises, LLC, Dba Drimaxx will retain this application whether or not it is approved. You are authorized to make all appropriate credit inquiries regarding me or this company/corporation. I agree that any portion of work, deductibles, betterment, depreciation or additional work not covered by insurance, must be paid by the Customer on or before its completion. I understand whatever amount MKL Enterprises, LLC, Dba Drimaxx is unable to collect from the insurer is my responsibility.

Termination: MKL Enterprises, LLC, Dba Drimaxx may at any time either temporarily and/or permanently terminate the usage of any or all equipment.

Voluntary Termination Fee: Customer understands and agrees that in the event and for any reason any portion of the usage equipment is to be canceled, that a fee equal to one days usage on all canceled pieces of equipment will be immediately due.

Calendar Usage: Usage is deemed to begin at time of arrival and to the following midnight regardless of the particular hour in which the usage occurs. It is further understood that any portion of a day constitutes a days usage and will be considered a full and complete day. All usage is for three (3) days minimum.

Conditions of Contract: In the event any party to this agreement brings suit to enforce any provision of this agreement, the prevailing party on any issue in any such litigation and any appeals there from, shall be entitled to recover from the other part, in addition to any damages, Interest at 18% per annum from the date of owing, or other relief granted as a result of such litigation, all reasonable costs of such litigation and a reasonable attorneys fee as fixed by the court. If any suit or action is instituted under this agreement, all parties agree to submit to personal jurisdiction in the State of _____, with venue in _____ County. I agree to cooperate fully with MKL Enterprises, LLC, Dba Drimaxx's attorneys, and to make any and all of my damaged property for inspection or use by MKL Enterprises, LLC, Dba Drimaxx to protect MKL Enterprises, LLC, Dba Drimaxx's interests. Customer agrees that in the event any of the equipment being used is unplugged, turned off or otherwise found to be not operational due to electric circuit breaker being tripped or other unforeseen malfunctions not limited to breakage, leakage and or other occurrences that its/his/hers/they're are still liable for the cost of usage based on calendar usage and or voluntary termination fee. Any compensation for unforeseen equipment downtime will be affected through additional usage only. Customer understands and agrees to waive its/his/her/their right to a jury trial. Customer understands and agrees to a onetime unscheduled pickup fee of \$150.00 to be due immediately upon pickup of equipment. Customer understands and agrees to daily compounding of interest on any unpaid balance.

Loss: In the event an incident occurs which would otherwise render any portion of the equipment not functioning, customer understand it/he/she/they, are liable for the cost of said equipment and/or best efforts to repair the damage to the equipment. Theft of property is solely the customer's responsibility. All equipment will be valued at fair market price. Customer agrees that usage fees will be charged at the rate published on the front of this Service Contract until lost/stolen/damaged equipment have been fixed or replaced. Customer accepts full responsibility for all equipment and or otherwise used by this contract period. Oral modifications are not binding. This Service Contract is the entire agreement of MKL Enterprises, LLC, Dba Drimaxx and the customer. Oral changes shall have no effect.

Indemnity: Customer shall and does hereby indemnify and hold harmless I agree that any portion of work, deductibles, betterment, depreciation or additional work not covered by insurance, must be paid by the Customer on or before its completion. I understand whatever amount MKL Enterprises, LLC, Dba Drimaxx is unable to collect from the insurer is my responsibility, , and its employees in amount equal or less than the face value of this Service Contract for any and all claims, liability or damages including reasonable attorney's fees arising out of the contract. This Indemnity provision shall survive the termination or expiration of this Service Contract. Request to Exceed Cap: Customer understands that customer's insurance policy may contain an arbitrary cap on services which requires additional approval. Should such a cap be contained in customer's policy, this document hereby operates as a direct request to customer's insurance company for approval to exceed such cap upon submission of this document.

Direction To Pay: Owner hereby directs, authorizes, and instructs all insurers to issue payment for all or any part of the Work directly to MKL Enterprises, LLC, Dba Drimaxx from any and all monies/benefits/proceeds payable under any applicable insurance policies, up to the limit of all settlement checks and drafts, up to the limit of the costs of services rendered or to be rendered by MKL Enterprises, LLC, Dba Drimaxx. Owner further directs that MKL Enterprises, LLC, Dba Drimaxx be named as a payee on any and all settlement checks/drafts to be sent directly to MKL Enterprises, LLC, Dba Drimaxx. Owner hereby waives any contractual, constitutional, statutory, and/or common law limitations on said insurer(s) acting as directed herein. Owner is advised to submit payments preferably in the form of check or money order. Credit Card payments are accepted, but restricted to processing totals not exceeding \$1000.00 Owner makes the direction in consideration of MKL Enterprises, LLC, Dba Drimaxx's agreement to perform the Work, and not require full payment at the time of service. Owner also hereby directs all insurance carrier(s) to release any and all information requested by MKL Enterprises, LLC, Dba Drimaxx, its representative, and/or its Attorney for the purpose of obtaining benefits to be paid by Owner's insurance carrier(s) for services rendered or to be rendered. If a spouse or any additional named insured (other than a mortgage) is not signing this Agreement, Owner represents that Owner has the permission and legal authority to act on behalf of such non-signer and to enter into this agreement on their behalf. Owner authorizes and directs all insurer(s) to furnish MKL Enterprises, LLC, Dba Drimaxx with any and all information related to the Property, the Policy, the Claim, and/or the Work. Owner further authorizes and directs all insurer(s) to pay directly to MKL Enterprises, LLC, Dba Drimaxx such sums as may be due and owing for services rendered or to be rendered and to withhold such sums from any payment, settlement, judgement, or verdict as may be necessary to adequately protect MKL Enterprises, LLC, Dba Drimaxx's receipt of sums due hereunder. Owner gives MKL Enterprises, LLC, Dba Drimaxx a lien on the Claim for and against any and all proceeds of any payment, settlement, and/or judgement for which services have been, or are to be, rendered. Owner fully understands that Owner is directly and fully responsible to MKL Enterprises, LLC, Dba Drimaxx for all services rendered and that this agreement is made for MKL Enterprises, LLC, Dba Drimaxx's additional protection and in consideration of, among other things, MKL Enterprises, LLC, Dba Drimaxx performing the Work, but awaiting payment for services rendered.

Name: (print) _____ Signature: _____ Date: _____

Name: (print) _____ Signature: _____ Date: _____



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Chapter 13 Florida Statutes

FLORIDA CONSTRUCTION LIEN LAW-MECHANICS LIEN

FLORIDA CONSTRUCTION LIEN LAW IS LOCATED IN CHAPTER 713 OF THE FLORIDA STATUTES

TO VIEW CURRENT FLORIDA STATUTES ONLINE VISIT: www.leg.state.fl.us/statutes/

ANY CLAIMS FOR CONSTRUCTION DEFECTS ARE SUBJECT TO THE NOTICE AND CURE PROVISIONS OF CHAPTER 558, FLORIDA STATUTES.

FLORIDA HOMEOWNERS' CONSTRUCTION RECOVERY FUND

PAYMENT, UP TO A LIMITED AMOUNT, MAY BE AVAILABLE FROM THE FLORIDA HOMEOWNERS' CONSTRUCTION RECOVERY FUND IF YOU LOSE MONEY ON A PROJECT PERFORMED UNDER CONTRACT, WHERE THE LOSS RESULTS FROM SPECIFIED VIOLATIONS OF FLORIDA LAW BY A LICENSED CONTRACTOR. FOR INFORMATION ABOUT THE RECOVERY FUND AND FILING A CLAIM, CONTACT THE FLORIDA CONSTRUCTION INDUSTRY LICENSING BOARD AT THE FOLLOWING TELEPHONE NUMBER AND ADDRESS: Construction Industry Licensing Board, 2601 Blair Stone Road, Tallahassee, Florida 32399-2215, Phone 850.487.1395

ACCORDING TO FLORIDA'S CONSTRUCTION LIEN LAW (SECTIONS 713.001-713.37, FLORIDA STATUTES), THOSE WHO WORK ON YOUR PROPERTY OR PROVIDE MATERIALS AND SERVICES AND ARE NOT PAID IN FULL HAVE A RIGHT TO ENFORCE THEIR CLAIM FOR PAYMENT AGAINST YOUR PROPERTY. THIS CLAIM IS KNOWN AS A CONSTRUCTION LIEN. IF YOUR CONTRACTOR OR A SUBCONTRACTOR FAILS TO PAY SUBCONTRACTORS, SUB-SUBCONTRACTORS, OR MATERIAL SUPPLIERS, THOSE PEOPLE WHO ARE OWED MONEY MAY LOOK TO YOUR PROPERTY FOR PAYMENT, EVEN IF YOU HAVE ALREADY PAID YOUR CONTRACTOR IN FULL. IF YOU FAIL TO PAY YOUR CONTRACTOR, YOUR CONTRACTOR MAY ALSO HAVE A LIEN ON YOUR PROPERTY. THIS MEANS IF A LIEN IS FILED YOUR PROPERTY COULD BE SOLD AGAINST YOUR WILL TO PAY FOR LABOR, MATERIALS, OR OTHER SERVICES THAT YOUR CONTRACTOR OR A SUBCONTRACTOR MAY HAVE FAILED TO PAY. TO PROTECT YOURSELF, YOU SHOULD STIPULATE IN THIS CONTRACT THAT BEFORE ANY PAYMENT IS MADE, YOUR CONTRACTOR IS REQUIRED TO PROVIDE YOU WITH A WRITTEN RELEASE OF LIEN FROM ANY PERSON OR COMPANY THAT HAS PROVIDED TO YOU A "NOTICE TO OWNER." FLORIDA'S CONSTRUCTION LIEN LAW IS COMPLEX, AND IT IS RECOMMENDED THAT YOU CONSULT AN ATTORNEY.

AUTHORIZING SIGNATURE

DATE

AUTHORIZING SIGNATURE

DATE



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INSPECTION AUTHORIZATION

HOMEOWNER

HOMEOWNER'S ADDRESS

CITY/ST/ZIP

Named homeowner above hereby authorizes DriMaxx to perform a water mitigation and/or mold remediation inspection at the property listed above. Homeowner authorizes DriMaxx to conduct an invasive inspection to determine the cause of loss and/or scope of damages. An invasive inspection, among other things, may involve removing building materials in a destructive manner. DriMaxx is not responsible for repairs needed post inspection. DriMaxx is an independent contractor and not affiliated with any insurance company or home warranty company.

By signing the Inspection Authorization form, the homeowner expressly allows DriMaxx to conduct an invasive inspection, and holds DriMaxx harmless for repairs associated with such an inspection, unless or until such time that the homeowner engages in a business relationship with DriMaxx for mitigation, remediation or rebuild services related to this inspection.

DATE

DATE

AUTHORIZING SIGNATURE

AUTHORIZING SIGNATURE





Emergency Water Damage Contractor

34 INDUSTRIAL LOOP, STE 204 | ORANGE PARK, FL 32073 | (904) 880-7100

SUMMARY OF LOSS

DATE / /

DATE OF LOSS / /

NAME _____

ADDRESS _____

CAUSE OF LOSS _____

CITY/ST/ZIP _____

IMMEDIATE AREA OF LOSS

- | | | | |
|--------------------------------------|---------------------------------------|---------------------------------------|---------------------------------------|
| <input type="checkbox"/> KITCHEN | <input type="checkbox"/> WATER HEATER | <input type="checkbox"/> DINING ROOM | <input type="checkbox"/> OTHER: _____ |
| <input type="checkbox"/> BATHROOM | <input type="checkbox"/> A\C CLOSET | <input type="checkbox"/> FOYER | <input type="checkbox"/> OTHER: _____ |
| <input type="checkbox"/> LIVING ROOM | <input type="checkbox"/> SLAB LEAK | <input type="checkbox"/> HALLWAY | <input type="checkbox"/> OTHER: _____ |
| <input type="checkbox"/> LAUNDRY | ↳ _____
LOCATION: | <input type="checkbox"/> CEILING | <input type="checkbox"/> OTHER: _____ |
| <input type="checkbox"/> BEDROOM | <input type="checkbox"/> FAMILY ROOM | <input type="checkbox"/> UTILITY ROOM | <input type="checkbox"/> OTHER: _____ |

AREAS ALSO EFFECTED

- | | | | |
|--------------------------------------|--|---------------------------------------|---------------------------------------|
| <input type="checkbox"/> KITCHEN | <input type="checkbox"/> FAMILY ROOM | <input type="checkbox"/> HALLWAY | <input type="checkbox"/> OTHER: _____ |
| <input type="checkbox"/> BATHROOM | <input type="checkbox"/> DINING ROOM | <input type="checkbox"/> CEILING | <input type="checkbox"/> OTHER: _____ |
| <input type="checkbox"/> LIVING ROOM | <input type="checkbox"/> FOYER | <input type="checkbox"/> UTILITY ROOM | <input type="checkbox"/> OTHER: _____ |
| <input type="checkbox"/> LAUNDRY | <input type="checkbox"/> OWNER'S SUITE | <input type="checkbox"/> OTHER: _____ | <input type="checkbox"/> OTHER: _____ |
| <input type="checkbox"/> BEDROOM | <input type="checkbox"/> GUEST BEDROOM | <input type="checkbox"/> OTHER: _____ | <input type="checkbox"/> OTHER: _____ |

_____ WAS THIS LOSS SUDDEN AND ACCIDENTAL?

_____ HOW LONG HAVE YOU BEEN AWARE OF LOSS (1 DAY, 1-2 DAYS, <1 WEEK, <2 WEEKS)

PRINTED NAME OF HOMEOWNER OR AUTHORIZED AGENT _____

SIGNATURE _____



34 INDUSTRIAL LOOP, STE 204 | ORANGE PARK, FL 32073 | (904) 880-7100

DISCOLORATION, MOLD, MILDEW, FUNGI NOTICE

____ / ____ / ____
DATE

CUSTOMER NAME

ADDRESS

PHONE

CITY/ST/ZIP

Customer acknowledges and understands that we have discovered an area(s) of this structure that has what appears to be a discoloration, fungi, mildew, mold that has grown, or is actively growing.

This notice serves to advise whomever it may concern that customer has been advised by us to obtain a professional indoor air quality testing firm to analyze the discoloration, fungi, mildew, mold observed in this area(s) of the structure.

Customer, and on behalf of all other persons, expressly waives any and all claims, suits, demands, actions, judgements, damages, costs and the like of any nature which potentially could be brought or filed against us as a result of any discoloration, fungi, mildew, mold growth observed on this structure.

At this time, and by their signature on this notice, customer authorizes us to proceed with our recommended structure-drying procedures that are necessary to dry any wet building materials or decorating components, which comprise this structure.

Customer shall save, indemnify, defend and hold us harmless from any and all claims, suits, demands, actions, judgements, damages, or costs, and the like of any nature brought or filed against us by any and all persons, arising out of the services performed by the company for the customer, except as may result from the negligence of the company or its employees or duly authorized agents.

CUSTOMER'S CONNECTION WITH THIS STRUCTURE

CUSTOMER'S SIGNATURE

____ / ____ / ____
DATE

CUSTOMER'S PRINTED NAME

____ / ____ / ____
DATE

COMPANY REPRESENTATIVE

____ / ____ / ____
DATE

TITLE

