



**EMERGENCY
RESPONSE AGREEMENT**

THIS EMERGENCY RESPONSE AGREEMENT ("Agreement") is made and entered into this day of _____, by and between Covenant Restorations, Inc., an Oklahoma corporation ("Covenant"), and _____, (collectively hereinafter ("Customer") (Customer and Covenant hereinafter "Party(ies)", as applicable).

WHEREAS, Customer is the owner of real property located at

Job Site Property Address

City State County Zip ("Property");

WHEREAS, Customer has suffered a loss on the Property or otherwise desires for Covenant to manage the emergency mitigation and restoration of a portion of the Property in accordance with this Agreement.

The parties agree for Covenant to perform the following emergency response services (hereinafter all checked items shall be collectively referred to as the "Services"):

- | | | |
|--|--|---|
| <input type="checkbox"/> Temporary Structural Support | <input type="checkbox"/> Water Extraction | <input type="checkbox"/> Remove Affected Cabinets |
| <input type="checkbox"/> Temporary Weather Proofing | <input type="checkbox"/> Remove Affected Carpet | <input type="checkbox"/> Remove Affected Wall Coverings |
| <input type="checkbox"/> Temporary Containment | <input type="checkbox"/> Remove Affected Pad | <input type="checkbox"/> Remove Affected Insulation |
| <input type="checkbox"/> Setup Stabilizing Equipment | <input type="checkbox"/> Remove Affected Flooring | <input type="checkbox"/> Apply Anti-Microbial |
| <input type="checkbox"/> Content Services & Manipulation | <input type="checkbox"/> Remove Affected Trim | <input type="checkbox"/> Setup Drying Equipment |
| <input type="checkbox"/> Block Furniture | <input type="checkbox"/> Remove Affected Countertops | <input type="checkbox"/> Rebuild Services |

Covenant and Customer may execute a Change Order forms from time to time wherein the parties agree to amend this Agreement to include the additional work set forth in the Change Order and the associated credits, charges, costs, and expenses. In the event the parties execute Change Order, such work along with the original Services set forth above shall be collectively referred to as the "Services" and shall be subject to all terms and conditions set forth in this Agreement. Covenant agrees to perform the Services, and Customer unconditionally agrees to pay the amount set forth in this Agreement and any additional amounts set forth in a Change Order less any amount paid to Covenant by Customer's insurer.

CASH PAY: In the event Customer agrees to pay Covenant directly without asserting or relying upon an insurance claim for payment, Covenant agrees to perform the Services for a total amount of \$ _____ ("Cash Pay Amount"). Customer agrees to pay 50% of such Cash Pay Amount to Covenant upon the execution of this Agreement and the balance within 5 days following completion of the Services as determined by Covenant ("Completion of Services"). By its initial here _____ Customer authorizes Covenant to charge its credit card the amount of \$ _____ and understands that an additional 5% credit card processing fee will also be applied.

INSURANCE CLAIM: While the total cost and amount due for the work to be performed by Covenant cannot be determined until completion of the Services, the amount charged by Covenant shall be strictly in accordance with industry standard localized fair market pricing and all amounts shall be calculated based on current "Xactimate" software pricelists and or bid items. The amount due upon Completion of the Services including any Change Orders shall be referred to herein as the "Insurance Claim Amount". Customer shall submit a claim to its insurer for payment of the Insurance Claim Amount and Covenant agrees to assist Customer with such claim when possible and appropriate. Covenant, however, makes no representations or warranties regarding any applicability or availability of insurance coverage with Customer's insurer or any other insurance company. Upon any full or partial payment of the claim by Customer's insurer, Customer shall, within 5 days of receipt of the payment, pay such amount to Covenant. Upon a receipt of a denial of the claim by Customer's insurer, Customer shall, within 5 days of receipt of the denial, pay the full Insurance Claim Amount to Covenant. Customer understands and agrees that, regardless of the status of any insurance claim, partial approval, denial or otherwise, Customer shall be personally, jointly, and severally liable and responsible for payment of the full Insurance Claim Amount beginning 30 days after Completion of the (mitigation, rebuild, and content) Services. Customer agrees to a late fee of 1.5% per month that will be added to overdue accounts. Customer agrees to pay all expenses incurred by Covenant to collect any past due amounts including, but not limited to, costs and attorney fees. Failure to make timely payment of any amounts due to Covenant may result in the filing of a lien upon the Property and any other remedy available to Covenant under the law.

Covenant agrees to make all appropriate repairs to any defects in the performance of the Services. Customer must notify Covenant, in writing, regarding any defects and allow Covenant access to the Property at any reasonable times to inspect such claim and make necessary repairs. Any claims by Customer for repairs shall be considered waived by Customer if not provided to Covenant, in writing, within 7 days of Completion of the Work. Covenant shall have no obligation to make any repairs in the event of: (1) Customer's breach of this Agreement, (2) the sale or transfer of the Property, (3) if work or repairs are performed on the Property by a company or person other than Covenant, or (4) Customer's failure to allow Covenant to access the Property to make the repairs. Covenant shall not be responsible for repairing damage caused by a second cause of loss, vandalism, severe storm, tornado, impact of foreign objects or other violent storm casualty, or damage to the Property due to settlement distortion, failure or cracking of walls or foundation of the Property. Covenant does not warrant any materials. Warranty on materials may be provided by the manufacturer. Covenant makes no express or implied representations or warranties as to any matter concerning the Services or the materials, including warranty of habitability, and hereby disclaims the same.

Customer shall notify Covenant in writing of any neighborhood association regulations or development covenants or bylaws regarding construction services, materials, work hours, storage, neighborhood ingress and egress, etc. prior to the beginning of the Services. Customer shall also notify Covenant in writing of any relevant obstacles, private utilities, or underground lines such as sprinkler systems, water wells, or other conditions affecting the Property that are not detected or detectable by utility location services. Customer shall notify Covenant in writing of potential safety issues, occupant health issues & concerns, limitations, and complexities of the project. Covenant shall not be responsible for any existing violations of applicable building regulations or ordinances. Replacement or repairs of preexisting deteriorated framing, sheetrock, flooring, particle board, fascia, HVAC, plumbing, electrical or mechanical equipment or other existing materials, unless otherwise stated in this Agreement, are not included and, if agreed to by Covenant, will be charged on an extra time and materials basis. Covenant shall not be liable for any damages to driveways or parking areas due to staging of work areas, storage and/or delivery of materials.

Covenant shall not be liable for any damages or repairs of pre-existing mold or microbial contamination unless mitigation of such is specifically included in the Services. Covenant shall not be liable for pre-existing conditions such as but not limited to weak areas, cracks, fractures, and abnormalities that may be hidden and or exposed when performing services. Fasteners and or adhesive mastics may be hidden and or prevent detaching or removal without causing damage. Penetrations and cut outs for various building materials, fixtures, and or appliances may cause weak or vulnerable areas that may sustain damage when performing services. Covenant shall not be liable for secondary damage to all surrounding and or adjoining building materials or objects. Covenant shall not be responsible for damage to any building material and such that are not in compliance with current building code. Subject to the exclusions stated herein, Covenant shall repair any damage to the Property that is caused by Covenant during the performance of the Services except for minor damage (less than \$500) to walls ceilings, flooring, siding, fascia, soffits, concrete, landscaping, lawn, turf, curbs, trim, sheetrock, gutters, calibration of satellite dishes or similar minor damage. Unless the removal and storage of furniture and contents of the Property is included in the Services, Customer is solely responsible for removing, protecting, storing, and moving back its furniture, decorations, electronics, personal property and other contents of the Property, and Covenant shall not be responsible for any damage to such items. Customer shall notify Covenant in writing of any pets, animals, dangerous or otherwise housed or located on the Property prior to the start of Services and the Customer agrees to always secure any such animals when Covenant is performing Services on the Property. Customer shall be liable for any injuries, damages, or other losses suffered by Covenant, its employees, representatives, and contractors arising from dangerous conditions, animals, or other hazards on the Property for which Customer was responsible for notifying Covenant pursuant to this Agreement.

Other than for damages caused by the direct negligence of Covenant, Customer waives and releases any and all claims, causes of action, and demands, based upon statute, tort, contract, or otherwise, for any property damages, personal injury, financial loss, or any other alleged wrong for actual, compensatory, or punitive damages, attorney fees, interests costs, and/or expenses arising from or relating to the Services performed by Covenant. Regardless of whether any damages were caused by Covenant or any other person or entity, Customer waives and releases any and all claims for any indirect, special, incidental, consequential, exemplary, punitive or loss of enjoyment damages against Covenant. In no event and under no circumstances shall Covenant's liability to Customer exceed the Cash Pay Amount or the Insurance Claim Amount, regardless of the source or cause of the liability. Customer hereby agrees to indemnify and hold Covenant harmless from any and all claims, causes of action, and demands by any third party, based upon statute, tort, contract, or otherwise, for any property damages, personal injury, financial loss, or any other alleged wrong for actual, compensatory or punitive damages, attorney fees, interests costs, and/or expenses arising from or relating to any act or omission of Customer, its employees, agents, representatives, contractors, or invitees.

Material and labor prices are subject to change at any time due to market fluctuations. Increases are the sole responsibility of Customer. Notice of such increases will be given prior to commencement of the Services. Supplemental claims billed by Covenant on the Customer's behalf for Change Orders, additional work, cost increase, use of Covenants storage trailers or containers or general contracting fees such as overhead and profit will become part of Insurance Claim Amount and will be due within 5 days of receipt. Covenant agrees to commence work and to continue to work in a timely fashion. Covenant, however, shall not be responsible for delays caused by "acts of God," civil unrest, acts of Customer or Customer's agents or invitees, inclement weather, strikes, labor disputes, material shortages, licensing or regulatory agency inspections, pandemic or outbreak of infectious disease, or any other actions or causes beyond Covenant's control. Customer agrees to provide free access to work areas for workers and vehicles. Customer agrees, at Customer's expense, to provide electricity and water to the Property as may be required by Covenant to perform the Services. Covenant may subcontract all or any portion of the work and may assign this Agreement to another contractor(s), provided such assignment shall not affect the rights and privileges of Customer under this Agreement. All the tools and

equipment used by Covenant shall remain the property of Covenant and are not being sold or transferred to Customer.

All equipment left on the Property shall be returned to Covenant upon completion of the Services in the same condition it was delivered. Customer shall be responsible for the rental costs of storing property in Covenant's storage trailers, containers, or storage facilities. Upon failure of Customer to pay any invoice for storage fees within 5 days of receipt, Customer shall be deemed to have abandoned ownership of any subject personal property and hereby authorizes Covenant to take possession of the storage trailer or container and dispose of such property as Covenant deems appropriate without any liability to Customer.

In the event Customer utilizes the services of Covenant to investigate the loss, determine the necessary mitigation, reconstruction and or repairs necessary to restore the Property, estimate the cost of labor and materials, document the loss for an insurance claim or create the scope of work or services which is submitted to Customer's insurer for review, but Customer ultimately fails to utilize the services of Covenant to perform the work, Customer agrees to pay to Covenant a consulting fee for its services in the amount of \$150 per hour. Such amount shall be due within 5 days of receipt of an invoice from Covenant.

Covenant and Customer each specifically agree to not disparage, by making any negative statements (written, oral or through any online or social media platform) without first fully complying with all mediation and arbitration provisions set forth in this Agreement. Customer and Covenant each agree that if they fail to comply with the restrictions set forth in this provision, the violating party shall be liable to the other party for liquidated damages in an amount equal to 30% of the Cash Pay Amount or Insurance Claim Amount and such party shall immediately retract and remove any such disparaging statements.

Covenant and Customer shall submit any disputes arising out of or relating to this Agreement, the Services, any Change Orders, any repairs, the Property, the amount charged, the quality of the work performed, damage to the Property, tort, statutory or common law claims or any other matter associated with the Services and/or materials provided to Customer by Covenant (the "Dispute") for resolution in accordance with the procedures specified in this section, which shall be the sole and exclusive procedures for the resolution of the Dispute. Each party is required to continue to perform its obligations under this Agreement pending final resolution of the Dispute arising out of or relating to this Agreement, unless to do so would be impossible or impracticable under the circumstances. All applicable statutes of limitation and defenses based upon the passage of time shall be tolled including, but not limited to, the time to initiate a foreclosure of a mechanic's or materialman's lien on the Property, while the procedures specified herein are pending. The parties shall first endeavor to settle the Dispute by confidential mediation. The Dispute an any other conflict arising out of or relating to this Agreement, including without limitation, the breach, termination or validity of this Agreement and any issue pertaining to arbitrability, which has not been resolved by mediation as provided above within sixty (60) days after initiation of the mediation procedure shall be finally resolved by binding arbitration pursuant to the Oklahoma Uniform Arbitration Act. Arbitration shall be held in Tulsa, Oklahoma by Dispute Resolution Consultants ("DRC") by a single arbitrator selected by DRC. None of the provisions set forth in this Section regarding mediation or arbitration, however, shall apply to or limit Covenant's ability to record a mechanic's or materialman's lien on the Property. All lawsuits, including an action challenging the validity of this section, request for specific performance of this section, review of an arbitration decision, or for the enforcement of an arbitration decision shall be brought in the Tulsa County District Court. In the event of a dispute between Covenant and Customer, the prevailing party shall receive, in addition to any other damages it may receive, its mediation and arbitrator fees and costs, its attorney fees, costs and other expenses incurred by the prevailing party. Covenant and

Customer each agree to initially fronting 50% of the arbitration retainer set forth by DRC. This Agreement shall in all respects be governed by, and construed in accordance with, the laws of the State of Oklahoma, including all matters of construction, validity, and performance. In case one or more of the provisions of this Agreement or any application thereof shall be invalid or unenforceable, the validity of the remaining provisions and any other application thereof shall not in any way be impaired thereby.

Customer may cancel this Agreement, without penalty or obligation, by giving written notice of cancellation to Covenant before midnight of the third business day after the date Customer executes this Agreement. Except when properly cancelled by Customer, this Agreement may not be altered or amended without the written consent of Covenant and Customer.

This Agreement is subject to Covenant management approval and shall not be binding upon Covenant until signed by an authorized representative. This Agreement shall expire if not accepted within 5 days from the date set forth above unless extended in writing by Covenant or unless the Customer's insurance company's approval is pending. Customer, by their signatures below, attest that they fully understand and agree to the terms of this Agreement, that they have had the opportunity to fully read and review the Agreement, that they are the owners of the Property and that they each have the authority to enter into this Agreement.

Customer's Signature Print Name Phone Date

Email Address

Customer's Signature Print Name Phone Date

Email Address

Customer Billing Address

City State County Zip

Billing Email Address

COVENANT RESTORATIONS, INC

Authorized Representative Signature Print Name Date

PO Box 898
Skiatook, OK 74070

918-321-HELP (4357)
1-800-91-WATER (92837)
billing@1-800-91-water.com