



**AUTHORIZATION TO PERFORM SERVICES, DIRECT PAYMENT  
AUTHORIZATION, AND HOLD HARMLESS AGREEMENT**

**\*\*Read carefully, this contract contains  
Indemnities, limits of liability, limits of remedies, and other important provisions\*\***

The parties to this Contract for Services, Direct Payment Authorization, and Hold Harmless Agreement (the “Contract”) are Kat3 Water Mitigation, LLC, a Texas limited liability company with its address at 9480 Lechner Rd, Fort Worth, TX 76179 (“Kat3”) and the customer named below, including the customer’s spouse if the project is residential (the “Customer”) (Kat3 and Customer are collectively referred to herein as the “Parties”). As set forth below, Customer hereby engages Kat3 to provide the labor and materials necessary to perform the mitigation work described herein at the below-described property (the “Property”) as follows:

- I. Agreement. Customer, the Owner or authorized agent of the Property, authorizes Kat3 to enter the Property, furnish materials, supply all equipment and perform all labor Kat3 deems necessary to preserve and protect the Property from further damage (the “Services”). The scope of work authorized by Customer includes the following: document damages, document moisture readings, remove affected materials, place drying equipment, and monitor drying efforts, as well as the removal of drying equipment once a dry standard has been achieved and documented.
- II. Direct Payment Authorization. Customer hereby authorizes direct payment of any benefits or proceeds under applicable insurance policies to Kat3. Customer makes this authorization in consideration of Kat3’s agreement to perform the services and supply materials and otherwise perform its obligations under this Contract, including, where applicable, not requiring full payment at the time of service. Customer believes the appropriate insurance carrier to be \_\_\_\_\_ and also hereby directs Customer’s insurance carrier(s) to release information requested by Kat3 related to the Work and/or payment for the Work. In this regard, I waive my privacy rights. If payment is made directly to Customer by an insurance carrier, such payment shall be endorsed over to Kat3 within three (3) business days. Kat3 will only discuss with Customer’s insurance the Work. Customer acknowledges and agrees that in doing so Kat3 is not acting as its public adjustor, and Customer understands that Kat3’s limited communications with insurance to present the charges for its Work do not constitute negotiations with insurance and that Kat3 is not negotiating for or effecting the settlement of a claim in presenting its charges to insurance.
- III. Estimated Cost. All services to be provided will be invoiced utilizing an industry standard software billing program. All scheduled costs published by the applicable industry standard software are considered normal and customary pricing guidelines within the mitigation and insurance industry. Once all services are complete, an itemized service invoice utilizing the applicable industry standard software will be generated. This service invoice will be forwarded to Customer and its insurance adjuster for final payment. Customer agrees to Kat3’s billing of overhead and profit for the Services, as well as supervisory time that Kat3 deems necessary to provide the Services. Customer agrees that Kat3’s invoice shall be due and payable in full and will not be altered by Customer’s insurance carrier’s review, except where expressly agreed to in a signed writing by Kat3. Kat3 reserves the right to determine its pricing and may utilize a price sheet or other method for billing Customer. If such a price sheet or other method is utilized, Kat3 will give Customer advance notice of same.
- IV. Customer’s Agreement to Pay. Customer agrees that any portion of the work, deductibles, betterment, depreciation or additional work requested by and/or performed for Customer, not covered by insurance, must be paid by Customer on or before its completion. Customer agrees to pay their deductible in the amount of \_\_\_\_\_. Payment terms to Kat3 are net-30 days, meaning payment is due within thirty (30) days of the invoice date. On all past-due amounts, Customer agrees to pay interest on past due balances at the lesser of 1.5% per month (18% annually) or the maximum rate allowed by applicable law. Customer agrees to pay to Kat3, in addition to the overdue amounts owed (including interest), the full cost of collecting the overdue amounts, including legal costs, court costs, reasonable attorneys’ fees, and all expenses related to collecting all overdue amounts.
- V. Disputes. If Customer disputes an invoice, in whole or in part, Customer shall notify Kat3 in writing of the disputed charges and the reasons for disputing same within fifteen (15) days of receiving the invoice, and will

Customer Initial \_\_\_\_\_



pay without delay the undisputed portion, while the disputed portion will be paid promptly after the dispute is resolved. Customer shall be required to pay all invoices that are not properly disputed as required herein. Any claim by Customer for faulty performance, for nonperformance or breach under this Contract for damages shall be made in writing to Kat3 within sixty (60) days after completion of services. Failure to make such a written claim for any matter which could have been corrected by Kat3 shall be deemed a waiver by Kat3.

- VI. Authorized Antimicrobial Agents. Customer understands that in the best judgment of Kat3, materials may be treated with a commercial antimicrobial agent to inhibit the growth of microorganisms during the drying process. By signing this Contract, Customer authorizes Kat3 to use antimicrobial agents. Customer acknowledges they have received advance notice of the use of antimicrobial products as part of the mitigation process. CUSTOMER ACKNOWLEDGES THAT IT IS BEYOND THE EXPERTISE OF KAT3 TO DETERMINE IF SOMEONE IS SENSITIVE TO THE USE OR APPLICATION OF ANTIMICROBIAL AGENTS AND WILL HOLD KAT3 HARMLESS FOR ITS USE AND THE EFFECTS OF SAME.
- VII. Stop Work-Hold Harmless. IN THE EVENT KAT3 IS NOT ALLOWED TO PERFORM ITS RECOMMENDED PROCEDURES AND/OR DRYING EQUIPMENT IS REMOVED PREMATURELY, CUSTOMER AGREES TO RELEASE AND HOLD KAT3 HARMLESS, AND INDEMNIFY KAT3 AGAINST ALL CLAIMS OR ACTIONS THAT MAY RESULT FROM THE NONPERFORMANCE OF SUCH PROCEDURES AND/OR THE PREMATURE REMOVAL OF DRYING EQUIPMENT.
- VIII. Terms & Termination. The terms of this Contract begin at the time and date set forth next to Customer's signature, with services payable upon issuance of the invoice and no later than thirty days from the invoice date. Kat3 may terminate this Contract for Customer's breach of contract, including Customer's failure to pay as required by the terms of this Contract. In the event Customer terminates the Contract prior to its expiration or if Kat3 terminates this Contract for Customer's breach, then, in either event, Customer shall be liable for all labor provided by Kat3 and all materials purchased by Kat3 through the termination date, along with any loss sustained by Kat3 for materials, equipment, tools, or machinery, to the extent of actual loss, plus a reasonable profit.
- IX. Pre-Existing Conditions. Kat3's performance of the Services is limited by, among other things, the pre-existing conditions and characteristics of the Property, including the material, fabrics, furniture, and/or other items at the Property. KAT3 EXPRESSLY DISCLAIMS ANY RESPONSIBILITY OR LIABILITY FOR ANY PRE-EXISTING CONDITIONS. Customer shall be responsible for all effects of and costs necessary to correct such conditions, including, by way of example and not limitation, the conditions identified below:
- (a) Kat3 may, in its sole discretion, pre-test materials for removability of spots or stains; dye or color fastness; shrinkage; fading; adhesive breakdown; or other problems. It is not always possible to determine these conditions in advance. KAT3 DOES NOT GUARANTEE SPOT OR STAIN REMOVAL AND COLOR FASTNESS OR PREVENTION OF SHRINKAGE, FADING, OR ADHESIVE BREAKDOWN.
  - (b) KAT3 DOES NOT GUARANTEE that wall and ceiling cleaning will restore the original color to painted surfaces.
  - (c) Not all fabrics are conducive to cleaning. Kat3 shall use reasonable efforts to advise Customer of any adverse effects which may be reasonably foreseen due to the nature of the fabric or material involved. KAT3 DOES NOT GUARANTEE THAT SUCH MATERIALS CAN BE CLEANED OR THAT THERE WILL BE NO ADVERSE EFFECTS FROM ANY ATTEMPT TO CLEAN SUCH FABRICS.
  - (d) A variety of materials are used in the manufacturing, upholstery and/or installation process. These materials include backing, lining, tacks, or other unknown substances that may cause discoloration or other adverse effects to the face material. Customer acknowledges that it is impossible to determine when such adverse effects may occur and KAT3 DOES NOT GUARANTEE AGAINST SUCH ADVERSE EFFECTS.
  - (e) Customer acknowledges and agrees that mold is commonly found throughout the environment and that it is impossible to eradicate mold. KAT3 DOES NOT GUARANTEE THE REMOVAL OR ERADICATION OF MOLD.
  - (f) Customer acknowledges and agrees that Kat3 may record, through photographs, video, or otherwise, the damage at the Property for work documentation and insurance claims purposes.

**Customer Initial \_\_\_\_\_**



- X. **DISCLAIMER.** KAT3 SPECIFICALLY DISCLAIMS ANY AND ALL OTHER WARRANTIES AND ALL IMPLIED WARRANTIES (EITHER IN FACT OR BY OPERATION OF LAW) INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE OR ANY IMPLIED WARRANTY ARISING OUT OF A COURSE OF DEALING, CUSTOM OR USAGE OF TRADE. THIS CONTRACT PROVIDES FOR THE PROVISION OF SERVICES AND DOES NOT PROVIDE FOR A SALE OF GOODS.
- XI. **Limit of Liability.** TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, KAT3, INCLUDING ITS OWNERS, OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS, SHALL HAVE NO LIABILITY TO CUSTOMER OR ANY THIRD-PARTY FOR ANY INCIDENTAL, PERSONAL, CONSEQUENTIAL, PUNITIVE, OR OTHER SPECIAL DAMAGES, REGARDLESS OF THE LEGAL OR EQUITABLE THEORY ASSERTED, INCLUDING WITHOUT LIMITATION, INJURY, DEATH, LOSS OF PROFITS, AND LOSS OF REVENUE REGARDLESS OF THE LEGAL THEORY UNDER WHICH SUCH CLAIMS ARE BROUGHT.
- XII. **Customer's Remedies.** CUSTOMER'S EXCLUSIVE REMEDIES FOR DAMAGE, FAILURE TO PERFORM, OR BREACH OF THIS CONTRACT OR WARRANTY SHALL BE, AT KAT3'S OPTION, (I) ADJUSTMENT OR REPAIR OF THE ITEMS THAT ARE DEFECTIVE OR NOT AS WARRANTED OR AGREED, OR (II) REFUND OF THE SUM PAID BY CUSTOMER FOR THE PORTION OF THE SERVICES PERFORMED UNDER THIS CONTRACT THAT ARE DEFECTIVE OR NOT AS WARRANTED OR AGREED, NOT TO EXCEED THE AMOUNT PAID BY CUSTOMER FOR SUCH PORTION OF THE SERVICES.
- XIII. **Equipment and Access.** Customer shall ensure that all drying equipment, dehumidifiers, and/or air movers (the "equipment") are allowed to run and shall not be shut off and/or unplugged, moved, or adjusted, except in case of emergency. Customer shall consult a Kat3 technician prior to opening doors or windows, as this may slow or retard the drying process. All equipment and moisture removal should be monitored on a daily basis to speed up the drying process. Due to the nature of the emergency services provided by Kat3, it is difficult to schedule precise times for monitoring. Customer agrees to provide Kat3 with access to the Property as necessary for Kat3 to conduct the monitoring required for the Services. Customer will provide Kat3's technicians with a means of entry to the Property, including with a key or other access to the Property, so that Kat3 can conduct the necessary drying services. If a means of entry cannot be provided, Kat3 cannot guarantee a time of arrival. A lock box may be provided for your convenience with same being returned to Kat3 following the Work. Customer agrees to notify Kat3 if Customer will be away from the Property any extended period of time (more than one day) during the Work. IF KAT3 IS UNABLE TO ACCESS THE EQUIPMENT DURING THE WORK AND CANNOT PICKUP THE EQUIPMENT, CUSTOMER AGREES THAT CUSTOMER WILL BE BILLED FOR THE APPLICABLE TIME THAT THE EQUIPMENT REMAINS AT THE PROPERTY, INCLUDING ANY TIME THAT IS ADDITIONAL TO WHAT HAD BEEN QUOTED OR ESTIMATED BY KAT3.
- XIV. **Tripping/Slipping Hazards.** If equipment is utilized and must be moved, Customer understands that the equipment must be shut off and unplugged prior to moving same. Customer understands that exposed tackless strip is dangerous even when covered. Customer, including their licensees and invitees, assumes the risk of and agrees to take extreme care when walking on wet floors and/or near tripping hazards including but not limited to tackless strip, equipment, electrical cords, drain hoses, etc.
- XV. **No Responsibility for Tape Pulls, Dust, & Tripped Breakers.** Customer understands that Kat3 is not responsible for damage caused by tape removal from painted, textured, and/or stained sections of the Property. Customer further understands that, while Kat3 will do everything in its power to contain dust from the Services including the use of air scrubbers, residual dust may remain. Customer further understands that Kat3 is not responsible for any loss caused by breakers that are tripped or shorted during Kat3's provision of the Services, including but not limited to the loss of refrigerated goods.
- XVI. **Calendar Usage.** Usage of drying or other equipment is deemed to begin at the 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 day's usage and will be considered a full and complete day. Typical usage is for at least a three (3) day minimum but the circumstances may require more or less days of drying equipment usage.

**Customer Initial \_\_\_\_\_**



Customer agrees that in the event any portion of the equipment being used has unforeseen malfunctions not limited to breakage, leakage, and/or other occurrences that Customer is still liable for the cost of usage based on calendar usage. Any compensation for unforeseen equipment downtime will be applied through additional usage only.

- XVII. **Equipment Loss.** Customer understands that they are responsible for loss, damage to, or theft of construction equipment, drying equipment, or materials while at the Property. Customer will take reasonable precautions to ensure construction equipment, drying equipment, and/or materials are not lost, stolen, or damaged.
- XVIII. **Customer Property.** Prior to the Work at the Property, Customer agrees to remove from the Property all jewelry and watches; cameras and photographic equipment; coins, cash, and money; collections and art work; checks and checkbooks; guns, ammunition, and explosives; chemical pesticides, petroleum products, etc. Customer understands that it is their responsibility to disconnect all electronics prior to the Services. Customer shall take full responsibility to secure these items and all other items of value prior to the Services. Customer agrees the removal of such items from the Property shall not be the responsibility of Kat3. Moreover, where Kat3 is utilized to move furniture and/or appliances, Kat3 will take reasonable care to prevent damage to Customer property but the risk of moving large and heavy items elevates the risk that Customer's property will incur minor dents, dings, scrapes, or other minor damage. Kat3 will afford reasonable compensation for the depreciated amount of large items caused by such minor damage. In no event, however, will Kat3 compensate customer for full replacement of furniture or other property due to minor damage.
- XIX. **Contract Documents.** The list of documents incorporated into this Contract for all purposes include the following: Direct Payment Authorization; Customer Equipment Responsibility Form; Customer Information Sheet; the Invoice(s); Change Orders, if any; and Waiver and Release of Liability, if any. By Customer's signature below, Customer acknowledges receipt of the following disclosures for residential projects: Disclosure Statement under Texas Property Code §53.255 and where applicable, a Cancellation form..
- XX. **WAIVER OF THE LIST OF SUBCONTRACTORS AND SUPPLIERS. AN OWNER IS NOT REQUIRED TO WAIVE THE RIGHT GRANTED BY SECTION 53.256, PROPERTY CODE, TO RECEIVE FROM THE CONTRACTOR AN ORIGINAL OR UPDATED LIST OF SUBCONTRACTORS AND SUPPLIERS.**
- "BY SIGNING THIS DOCUMENT, I AGREE TO WAIVE MY RIGHT TO RECEIVE FROM THE CONTRACTOR AN ORIGINAL OR UPDATED LIST OF SUBCONTRACTORS AND SUPPLIERS.**
- "I UNDERSTAND AND ACKNOWLEDGE THAT, AFTER SIGNING THIS DOCUMENT, THIS WAIVER MAY NOT BE CANCELED AT A LATER DATE.**
- "I HAVE VOLUNTARILY CONSENTED TO THIS WAIVER."**
- XXI. **Change Orders.** Customer agrees that upgrades in materials and/or work requested beyond the scope of the invoices/estimate, including an increase in the price of materials, shall be reflected in a change order signed by the Parties prior to Kat3 incurring the increased cost ("Change Order"). Kat3's failure to comply with this requirement does not prevent Kat3 from recovering compensation for the reasonable value of the change order work in the absence of a written change order. **CUSTOMER AGREES THAT ANY CUSTOMER SIGNATORY TO THIS CONTRACT CAN INDIVIDUALLY AUTHORIZE AND APPROVE A CHANGE ORDER.**
- XXII. **Indemnity.** To ensure and protect the personal health and safety of Customer and Customer's licensees and invitees, Customer shall restrict entry by Customer and Customer's licensees and invitees onto the Property to a minimum. **WHEN CUSTOMER CHOOSES TO ENTER THE PROPERTY, AND IRRESPECTIVE OF KAT3 GROUP'S PRESENCE ON THE PROPERTY AT SUCH TIME, CUSTOMER AGREES AND DOES HEREBY RELEASE, INDEMNIFY AND HOLD KAT3 GROUP HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS OR CAUSES OF ACTION ARISING IN FAVOR OF CUSTOMER OR CUSTOMER'S AGENTS, LICENSEES AND/OR INVITEES ON ACCOUNT OF BODILY INJURY, DEATH OR DAMAGE TO OR LOSS OF PROPERTY IN ANY WAY OCCURRING OR INCIDENT TO THE CONDITION OF THE PROPERTY AND/OR THE WORK.** Where the Property

Customer Initial \_\_\_\_\_



is a single-family house, townhome, duplex, land development related to same, or any other situation in which the Texas Construction Anti-Indemnity Act shall not apply, **THIS RELEASE AND INDEMNITY IS GIVEN TO KAT3 GROUP REGARDLESS OF WHETHER KAT3 GROUP IS NEGLIGENT IN WHOLE OR IN PART AND EVEN WHEN THE INJURY, DEATH OR DAMAGE TO CUSTOMER OR CUSTOMER'S AGENTS, LICENSEES AND INVITEES IS CAUSED BY THE SOLE NEGLIGENCE OF KAT3 GROUP OR ATTRIBUTABLE TO KAT3 GROUP'S NEGLIGENCE PER SE OR IMPOSED BY STRICT LIABILITY.**

- XXIII. Indemnity for Third Party Work.** Kat3 Group shall not be responsible for any labor and/or materials supplied by third parties hired by Customer. **CUSTOMER AGREES AND DOES HEREBY RELEASE, INDEMNIFY AND HOLD KAT3 GROUP HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS OR CAUSES OF ACTION ARISING IN FAVOR OF CUSTOMER OR CUSTOMER'S AGENTS, LICENSEES AND/OR INVITEES ON ACCOUNT OF BODILY INJURY, DEATH OR DAMAGE TO OR LOSS OF PROPERTY IN ANY WAY OCCURRING OR INCIDENT TO THE WORK OF THIRD PARTIES AT THE PROPERTY.**
- XXIV. Kat3 Group.** For purposes of this Contract, "Kat3 Group" is used as a reference individually and collectively for Kat3, its parent, subsidiary and affiliated companies, Kat3's subcontractors and its and all of Kat3's officers, directors, partners, employees, agents, assigns, and representatives of said parties.
- XXV. Miscellaneous:**
- a. **Non-Waiver.** Except as otherwise stated in this Contract, no waiver of a right provided by this Contract shall be effective unless in writing and signed by the party against whom enforcement of the waiver is sought. No waiver by a party of any breach of any provision of this Contract shall be construed as a waiver of any later breach.
  - b. **Notice.** Any notice provided or permitted to be given under the Contract must be in writing and served by depositing same in the United States mail, addressed to the party to be notified, postage prepaid, by registered or certified mail, with return receipt requested; by delivery of such notice in person to such party; or by nationally recognized air courier service. For purposes of notice, the addresses of the parties shall be as set forth below for Customer and above for Kat3. Notice shall be deemed given upon delivery if by hand or receipt if sent by mail or national courier.
  - c. **Governing Law.** The Contract shall be construed and enforced in accordance with the laws of the State of Texas.
  - d. **Attorneys' Fees.** If either Party employs an attorney in conjunction with a dispute related to this Contract, a Party who successfully defends or prosecutes any such claim, or portion of a claim is entitled to reimbursement from the other Party for necessary and reasonable attorneys' fees, court costs, expert witness fees, and expenses related to the specific claims successfully defended and/or prosecuted, subject to the provisions of this Contract and Chapter 27 of the Texas Property code that impose limitations on the recovery of attorneys' fees.
  - e. **Entire Contract.** This Contract, including its exhibits and any approved Change Orders, represents the entire agreement between the Parties of the subject matter hereof, and all prior negotiations or agreements are merged herein. No modification of this Contract or subsequent agreement relative to the subject matter of this Contract shall be binding unless reduced to a writing signed by the party to be bound.
  - f. **Severability.** In the event any provision of this Contract is held by a court or other tribunal of competent jurisdiction to be unenforceable, that provision will be modified so that it shall be enforceable to the maximum extent permissible under applicable law, and the other provisions of this Contract will remain in full force and effect.
  - g. **Counterparts.** This Contract may be executed in several counterparts, and each of which shall be deemed an original and all of which together shall constitute one and the same instrument representing the Contract. Copies of the Contract executed in several counterparts, whether provided to the parties by mail or transmitted via facsimile and/or email, shall be deemed an original and all of which together shall constitute one and the same instrument representing the Contract.

**Customer Initial \_\_\_\_\_**

Kat3 Water Mitigation, LLC  
 info@kat3mitigation.com  
 (817) 673-1797  
 Local, Certified and Insured



**The below section defines the “Customer” and the “Property.” CUSTOMER UNDERSTANDS THIS CONTRACT MAY BE FILED IN THE COUNTY CLERK RECORDS AND ALL INFORMATION BELOW WILL BE PUBLICLY AVAILABLE. KAT3 SHALL NOT BE LIABLE FOR DISCLOSURE OF SAME.**

Customer Name:		Your Title (circle): Owner / Tenant / Manager	
		Other:	
Spouse’s Name (if residential):			
Address:		City & State:	Zip:
The Property is (circle): the Customer’s residence / the Customer’s rental property			

**"IMPORTANT NOTICE: You and your contractor are responsible for meeting the terms and conditions of this contract. If you sign this contract and you fail to meet the terms and conditions of this contract, you may lose your legal ownership rights in your home. KNOW YOUR RIGHTS AND DUTIES UNDER THE LAW."**

**The following shall only apply where Kat3 engages in a personal solicitation of a sale to Customer as otherwise described by Chapter 601 of the Texas Business & Commerce Code:**

**“YOU, THE BUYER, MAY CANCEL THIS TRANSACTION AT ANY TIME PRIOR TO MIDNIGHT OF THE THIRD BUSINESS DAY AFTER THE DATE OF THIS TRANSACTION. SEE THE ATTACHED NOTICE OF CANCELLATION FORM FOR AN EXPLANATION OF THIS RIGHT.”**

**If this Contract is for a residence and otherwise subject to the Residential Construction Liability Act, the following shall apply: "This contract is subject to Chapter 27 of the Texas Property Code. The provisions of that chapter may affect your right to recover damages arising from a construction defect. If you have a complaint concerning a construction defect and that defect has not been corrected as may be required by law or by contract, you must provide the notice required by Chapter 27 of the Texas Property Code to the contractor by certified mail, return receipt requested, not later than the 60th day before the date you file suit to recover damages in a court of law or initiate arbitration. The notice must refer to Chapter 27 of the Texas Property Code and must describe the construction defect. If requested by the contractor, you must provide the contractor an opportunity to inspect and cure the defect as provided by Section 27.004 of the Texas Property Code."**

**If this Contract is for remediation work caused by a natural disaster and otherwise subject to Chapter 58, Texas Business & Commerce Code, the following provision shall apply: "This contract is subject to Chapter 58, Business & Commerce Code. A contractor may not require a full or partial payment before the contractor begins work and may not require partial payments in an amount that exceeds an amount reasonably proportionate to the work performed, including any materials delivered."**

The Parties hereby agree to the terms and conditions stated in this Contract:

**CUSTOMER:**

**CUSTOMER:**

\_\_\_\_\_  
 Customer or Authorized Representative  
 Print Name:

\_\_\_\_\_  
 Customer or Authorized Representative  
 Print Name:

**Customer Initial \_\_\_\_\_**

Kat3 Water Mitigation, LLC  
 info@kat3mitigation.com  
 (817) 673-1797  
 Local, Certified and Insured



Date: \_\_\_\_\_

Date: \_\_\_\_\_

\*If the Property is Customer's residence, both Customer and their spouse must sign this Contract.

**KAT3 WATER MITIGATION, LLC**

\_\_\_\_\_  
 Signature

\_\_\_\_\_  
 Name/Title/Date

**Additional Customer Information:**

Telephone:	Email:
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**Insurance Information:**

Insurance Co.:		Adjuster/Service Rep.:
Insurance Telephone:	Insurance Fax:	Date of Loss:
Direct Line:		Email:
Policy #:		Claim #:

**Customer Initial** \_\_\_\_\_

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info@kat3mitigation.com  
(817) 673-1797  
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**DIRECT PAYMENT AUTHORIZATION**

I hereby authorize direct payment of any benefits or proceeds under applicable insurance policies to Kat3 Water Mitigation, LLC.

I make this authorization in consideration of Kat3's agreement to perform the services and supply materials and otherwise perform its obligations under this Contract, including, where applicable, not requiring full payment at the time of service.

I believe the appropriate insurance carrier to be \_\_\_\_\_ and also hereby direct my insurance carrier(s) to release information requested by Kat3 related to the Work and/or payment for the Work. In this regard, I waive my privacy rights. If payment is made directly to me by an insurance carrier related to the services at issue, I agree such payment shall be endorsed over to Kat3 within three (3) business days.

**CUSTOMER:**

**CUSTOMER:**

\_\_\_\_\_  
Customer or Authorized Representative  
Print Name:  
Date: \_\_\_\_\_

\_\_\_\_\_  
Customer or Authorized Representative  
Print Name:  
Date: \_\_\_\_\_

**KAT3 WATER MITIGATION, LLC**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**Customer Initial \_\_\_\_\_**





**Customer Equipment Responsibility Form**

Customer Name:	Date of Loss:
Loss Address:	
Insurance / Client:	State:
Claim Number ( <i>if available</i> ):	Zip:

- |   |  |
|---|--|
| <input type="checkbox"/> Conventional Dehumidifiers<br><input type="checkbox"/> LGR Dehumidifiers<br><input type="checkbox"/> Air Movers<br><input type="checkbox"/> Power Distribution Centers<br><input type="checkbox"/> Specialty Drying Equipment<br><input type="checkbox"/> Odor Control Devices<br><input type="checkbox"/> Negative Air Machines | <input type="checkbox"/> Cavity Drying Units<br><br><input type="checkbox"/> Additional Equipment (describe below):<br><hr/> |
|---|--|

***Customer has been informed of the following requirements regarding equipment placed on the job site.***

1. The equipment should be left operating at all times. Do not move equipment unless you contact Kat3 Water Mitigation, LLC (“Kat3”) regarding handling procedures. Turning equipment off will increase time required to dry structure and contents and may cause damage.
2. A water-damaged dwelling should maintain a temperature setting that promotes ideal drying conditions. Leaving windows or doors open during dehumidification or setting air conditioning too low may increase drying time and damage structure and/or contents.
3. Should customer have any problems with the equipment, shut it off immediately and call our office at (817) 673-1797 as soon as possible.
4. Customer is responsible for damage to, and/or loss of, this equipment while it is in customer’s care and custody, including but not limited to loss caused by theft, vandalism or disappearance.
5. It is the customer’s responsibility to allow personnel access to customer’s location to check on and pick up the equipment. Customer agrees to provide Kat3 with access to the Property as necessary for Kat3 to conduct the monitoring required for the Services. Customer will provide Kat3’s technicians with a means of entry to the Property, including with a key or other access to the Property, so that Kat3 can conduct the necessary drying services. If a means of entry cannot be provided, Kat3 cannot guarantee a time of arrival. A lock box may be provided for your convenience with same being returned to Kat3 following the Work. Customer agrees to notify Kat3 if Customer will be away from the Property any extended period of time (more than one day) during the Work. IF KAT3 IS UNABLE TO ACCESS THE EQUIPMENT DURING THE

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WORK AND CANNOT PICKUP THE EQUIPMENT, CUSTOMER AGREES THAT CUSTOMER WILL BE BILLED FOR THE APPLICABLE TIME THAT THE EQUIPMENT REMAINS AT THE PROPERTY, INCLUDING ANY TIME THAT IS ADDITIONAL TO WHAT HAD BEEN QUOTED OR ESTIMATED BY KAT3.

6. The equipment will be connected to the electrical system in customer’s dwelling/structure, except in cases where an alternative power source, such as a generator, is required. Customer warrants the integrity and safety of the electrical system in the dwelling/structure. It shall be the customer’s responsibility to have the electrical system inspected and serviced by a qualified electrician if necessary.

**7. THE CUSTOMER AGREES TO HOLD KAT3 AND THEIR RESPECTIVE DIRECTORS AND EMPLOYEES HARMLESS AND INDEMNIFY IT/THEM FROM ANY AND ALL CLAIMS, INCLUDING COSTS, EXPENSES AND ATTORNEY’S FEES, RESULTING FROM THE IMPROPER USE OF THE EQUIPMENT BY THE CUSTOMER AND/OR ANY DEFECTS IN THE ELECTRICAL SYSTEM OR PLUMBING SYSTEM IN CUSTOMER’S DWELLING/STRUCTURE.**

Customer(s), _____, _____, and <u>Kat3 Water Mitigation, LLC</u> acknowledge receipt of the applicable equipment in good working order.	
Customer’s Signature:	Date:
Customer’s Signature:	Date:
PM’s Signature:	Date:

**Customer Initial** \_\_\_\_\_



## Customer Information Sheet

**1. WORK AUTHORIZATION.** To start our mitigation and restoration service, you must sign the *Authorization to Perform Services* form. This allows Kat3 Water Mitigation, LLC (“Kat3” and “we,” “us,” etc.) to take action immediately. We do not know your insurance coverage; therefore, it is impossible for us to know exactly what your insurance will cover. **It is important for you to understand you are financially responsible for our services.** Your deductible is payable before we start work. If for any reason insurance coverage cannot be verified at the time of our emergency services, an additional deposit may be required.

Date Damage Occurred:

Insurance / Client:

Policy #:

Deductible Amount:

**2. HOW WE PROCEED.** Kat3 will attempt to “preserve and protect” your structure and contents. The following steps may be completed in the emergency service, as determined to be applicable by the Kat3:

- Survey the Extent of Damage and Inspect the Premises: Our initial inspection of the premises is designed to identify how much damage has occurred and plan the necessary emergency work. The inspection is also done for safety reasons. We check the affected area for bad flooring, ceiling damage, visible electrical hazards, contents damage, wall and baseboard damage, sewage water, visible mold, etc.

Are you aware of any potential safety hazards in the structure? X  Y  N

List:

- Identify Source / Type of Water: Contaminated water sources (like sewage, etc.) require specialized restoration processes. Additionally, the source of water should be completely stopped prior to starting any work other than the removal process.

Source of water intrusion:

Has the source of water been stopped?  X  Y  N

- Identify Visible Mold Growth: It is important for us to know if visible mold growth is present. While molds may be found in small amounts almost anywhere, larger growths of mold may create health concerns depending on occupants’ reaction to mold.

Have you seen signs of mold growing anywhere in the structure or its contents?  Y  X  N

Seen mold growth at any time in the past?  Y  X  N

Noticed any odors or musty smells?  Y  X  N

- Specialized procedures are required for materials like mold, lead paint, asbestos, Chinese drywall, etc. If we notice a significant presence of these types of materials, or believe there is a likelihood that such materials exist in the structure, we will notify the involved parties so they may determine an appropriate course of action.

Are you aware of any materials in the structure which might require specialized cleaning procedures (mold, lead paint, asbestos, Chinese drywall, etc.)?

Y  X  N

- Measure Temperature/Humidity for Drying Analysis: The process of drying will use equipment to remove moisture from the structure and contents of your home or place of business. This controlled reduction of the relative humidity level helps minimize property damage and slow mold growth.

- Emergency Water Extraction: Our next step is to remove as much water as possible from the affected area. This will be completed with our specialized extraction equipment.

- Furniture Moved and Blocked: This is done to protect carpet and furnishings in the affected area.

- Floor Service: We will check to see what type of floors you have. Carpet will be lifted to inspect flooring. As much water as possible will be removed.

- Carpet Pad: Pads act like a sponge and hold water. If the pad is exposed to excess water, it may be necessary to remove the pad to protect the subfloor and speed up the drying process.

- Carpet: Carpet will be checked for restorability, delamination, visible mold and mildew, etc. In some water damage situations, the carpets may need to be removed. This can include door removal, cutting seams, and metal threshold removal.

- Treatments: Our process may include the application of EPA-registered disinfectants.

- Equipment: Drying equipment will be used to dry your property. The equipment’s purpose is to remove excess moisture and bring relative humidity levels back to normal. It is important all equipment be kept running, unless a safety hazard arises.

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Excessive moisture can still be present even when all visible surfaces seem dry, which may lead to mold growth or other damage. We will monitor moisture in wet materials.

- Disposal: Any refuse items such as carpet pad will be removed and disposed of properly.

**3. WHAT IS RESTORABLE.** Determining exactly what can be saved before everything is dry is usually impossible. We will set a follow-up date so we can monitor the drying process. Additionally, if service is available, the restoration process will be scheduled when the drying is complete. A scope of services will be provided.

**4. PREEXISTING OR PRELOSS CONDITIONS.** During the course of cleaning we will likely remove day-to-day soiling that existed prior to your loss. We are happy to do so. If, however, the removal of preexisting soil requires significant extra effort, our crews will be instructed to move on to the next item. Preexisting damage, including visible mold growth, will also be noted.

Has the structure sustained leaks or water intrusions in the past?  Y  X  N

**5. PERSONAL ITEMS.** In the course of our survey and cleaning, we will sometimes be required to open doors, cupboards, etc., to qualify and/or restore the damage. If you prefer to remove personal items and personal or financial information from these areas before we start, please let us know.

- Guns and Ammunition: Our crews are instructed NEVER to touch guns or ammunition. For this reason we request you remove any such items from the areas we are cleaning.
- Jewelry, Valuables, and Heirlooms: Please remove any valuable items from the areas we are cleaning before the job is started. We are not responsible for those items. List any special heirlooms or collectibles that should be given extra special or especially delicate treatment due to their value.

List:

N/A

Will you be removing any personal items, guns, ammunition, jewelry, valuables, or heirlooms prior to Kat3 beginning work?  Y  N  N

**8. OVERLOOKED ITEMS.** Although our supervisors inspect all work, you should accompany the supervisor on the final walk-through and bring any overlooked items or concerns to the supervisor's attention.

**9. INSURANCE ADJUSTERS OR AGENTS.** We are neither insurance adjusters nor agents. We cannot authorize anything to be replaced, repaired, or painted. Our job is preserving and protecting, stopping further damage from occurring, and restoring damaged items to their prior condition when possible.

**10. EMERGENCY CHARGES.** The exact price of restoring your property following water damage is virtually impossible to determine on our first visit. A verbal briefing will be provided to you and/or your insurance adjuster. The scope of work can change due to unforeseen circumstances. The final bill will be forwarded to you and/or your insurance carrier upon completion.

**11. HEALTH AND SAFETY.** Maintaining your personal health and safety is of great concern to us. All occupants and pets should stay away from work areas to protect their health and safety during the work process. Exposure to certain molds may cause health problems. If you have any concerns, you should consult a physician.

**I HAVE READ AND UNDERSTAND THE ABOVE STATEMENTS AND INFORMATION CONTAINED HEREIN. MY ANSWERS TO THE ABOVE QUESTIONS ARE ACCURATE AND COMPLETE.**

Customer(s) Names: \_\_\_\_\_

Customer Signature: \_\_\_\_\_

\_\_\_\_\_

Customer Signature: \_\_\_\_\_

Kat3 Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**Customer Initial** \_\_\_\_\_



## RESIDENTIAL CONSTRUCTION DISCLAIMER

Tex. Prop. Code 53.255

“KNOW YOUR RIGHTS AND RESPONSIBILITIES UNDER THE LAW. You are about to enter into a transaction to build a new home or remodel existing residential property. Texas law requires your contractor to provide you with this brief overview of some of your rights, responsibilities, and risks in this transaction.

“CONVEYANCE TO CONTRACTOR NOT REQUIRED. Your contractor may not require you to convey your real property to your contractor as a condition to the agreement for the construction of improvements on your property.

“KNOW YOUR CONTRACTOR. Before you enter into your agreement for the construction of improvements to your real property, make sure that you have investigated your contractor. Obtain and verify references from other people who have used the contractor for the type and size of construction project on your property.

“GET IT IN WRITING. Make sure that you have a written agreement with your contractor that includes: (1) a description of the work the contractor is to perform; (2) the required or estimated time for completion of the work; (3) the cost of the work or how the cost will be determined; and (4) the procedure and method of payment, including provisions for statutory retainage and conditions for final payment. If your contractor made a promise, warranty, or representation to you concerning the work the contractor is to perform, make sure that promise, warranty, or representation is specified in the written agreement. An oral promise that is not included in the written agreement may not be enforceable under Texas law.

“READ BEFORE YOU SIGN. Do not sign any document before you have read and understood it. NEVER SIGN A DOCUMENT THAT INCLUDES AN UNTRUE STATEMENT. Take your time in reviewing documents. If you borrow money from a lender to pay for the improvements, you are entitled to have the loan closing documents furnished to you for review at least one business day before the closing. Do not waive this requirement unless a bona fide emergency or another good cause exists, and make sure you understand the documents before you sign them. If you fail to comply with the terms of the documents, you could lose your property. You are entitled to have your own attorney review any documents. If you have any question about the meaning of a document, consult an attorney.

“GET A LIST OF SUBCONTRACTORS AND SUPPLIERS. Before construction commences, your contractor is required to provide you with a list of the subcontractors and suppliers the contractor intends to use on your project. Your contractor is required to supply updated information on any subcontractors and suppliers added after the list is provided. Your contractor is not required to supply this information if you sign a written waiver of your rights to receive this information.

“MONITOR THE WORK. Lenders and governmental authorities may inspect the work in progress from time to time for their own purposes. These inspections are not intended as quality control inspections. Quality control is a matter for you and your contractor. To ensure that

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your home is being constructed in accordance with your wishes and specifications, you should inspect the work yourself or have your own independent inspector review the work in progress.

“MONITOR PAYMENTS. If you use a lender, your lender is required to provide you with a periodic statement showing the money disbursed by the lender from the proceeds of your loan.

Each time your contractor requests payment from you or your lender for work performed, your contractor is also required to furnish you with a disbursement statement that lists the name and address of each subcontractor or supplier that the contractor intends to pay from the requested funds. Review these statements and make sure that the money is being properly disbursed.

“CLAIMS BY SUBCONTRACTORS AND SUPPLIERS. Under Texas law, if a subcontractor or supplier who furnishes labor or materials for the construction of improvements on your property is not paid, you may become liable and your property may be subject to a lien for the unpaid amount, even if you have not contracted directly with the subcontractor or supplier. To avoid liability, you should take the following actions:

(1) If you receive a written notice from a subcontractor or supplier, you should withhold payment from your contractor for the amount of the claim stated in the notice until the dispute between your contractor and the subcontractor or supplier is resolved. If your lender is disbursing money directly to your contractor, you should immediately provide a copy of the notice to your lender and instruct the lender to withhold payment in the amount of the claim stated in the notice. If you continue to pay the contractor after receiving the written notice without withholding the amount of the claim, you may be liable and your property may be subject to a lien for the amount you failed to withhold.

(2) During construction and for 30 days after final completion, termination, or abandonment of the contract by the contractor, you should withhold or cause your lender to withhold 10 percent of the amount of payments made for the work performed by your contractor. This is sometimes referred to as ‘statutory retainage.’ If you choose not to withhold the 10 percent for at least 30 days after final completion, termination, or abandonment of the contract by the contractor and if a valid claim is timely made by a claimant and your contractor fails to pay the claim, you may be personally liable and your property may be subject to a lien up to the amount that you failed to withhold.

“If a claim is not paid within a certain time period, the claimant is required to file a mechanic's lien affidavit in the real property records in the county where the property is located. A mechanic's lien affidavit is not a lien on your property, but the filing of the affidavit could result in a court imposing a lien on your property if the claimant is successful in litigation to enforce the lien claim.

“SOME CLAIMS MAY NOT BE VALID. When you receive a written notice of a claim or when a mechanic's lien affidavit is filed on your property, you should know your legal rights and responsibilities regarding the claim. Not all claims are valid. A notice of a claim by a subcontractor or supplier is required to be sent, and the mechanic's lien affidavit is required to be filed, within strict time periods. The notice and the affidavit must contain certain information.

All claimants may not fully comply with the legal requirements to collect on a claim. If you have paid the contractor in full before receiving a notice of a claim and have fully complied with

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the law regarding statutory retainage, you may not be liable for that claim. Accordingly, you should consult your attorney when you receive a written notice of a claim to determine the true extent of your liability or potential liability for that claim.

“OBTAIN A LIEN RELEASE AND A BILLS-PAID AFFIDAVIT. When you receive a notice of claim, do not release withheld funds without obtaining a signed and notarized release of lien and claim from the claimant. You can also reduce the risk of having a claim filed by a subcontractor or supplier by requiring as a condition of each payment made by you or your lender that your contractor furnish you with an affidavit stating that all bills have been paid. Under Texas law, on final completion of the work and before final payment, the contractor is required to furnish you with an affidavit stating that all bills have been paid. If the contractor discloses any unpaid bill in the affidavit, you should withhold payment in the amount of the unpaid bill until you receive a waiver of lien or release from that subcontractor or supplier.

“OBTAIN TITLE INSURANCE PROTECTION. You may be able to obtain a title insurance policy to insure that the title to your property and the existing improvements on your property are free from liens claimed by subcontractors and suppliers. If your policy is issued before the improvements are completed and covers the value of the improvements to be completed, you should obtain, on the completion of the improvements and as a condition of your final payment, a ‘completion of improvements’ policy endorsement. This endorsement will protect your property from liens claimed by subcontractors and suppliers that may arise from the date the original title policy is issued to the date of the endorsement.”

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