

Customer Name: Craig Pisarik Date of Loss: 10/26/15  
 Loss Address: 4025 Birkshire Heights  
 City: Fort Mill State: SC Zip: 29708  
 Insurance Company: \_\_\_\_\_ Claim Number (if available): \_\_\_\_\_

The undersigned Customer, being the building owner, owner's representative, or resident, authorizes the Provider identified below to perform any and all necessary cleaning and/or restoration services on Customer's property located at the property address above, and with respect to items that need to be cleaned at a remote location to remove and clean such items as necessary.

Customer authorizes \_\_\_\_\_ Insurance Company, herein referred to as "Insurance Company," to pay Provider solely and directly for that portion of the work covered by Customer's insurance policy.

If, for any reason, Customer receives a check from Insurance Company made payable to Customer, Customer agrees to pay Provider immediately upon receipt of the check. In order to expedite payment to Provider, Customer hereby appoints Provider as attorney-in-fact, authorizing Provider to endorse Customer's name on Insurance Company checks or drafts, and to deposit Insurance Company checks or drafts for Provider services.

Customer agrees to pay Customer's deductible in the amount of \$ TBD that applies to this claim. If any amounts owing to Provider for Provider services are not covered by insurance, Customer agrees to pay those amounts to Provider within fifteen (15) days of Customer's receipt of invoice. It is fully understood that Customer and its agents, successors, assigns and heirs are personally responsible for any and all deductibles and any costs not covered by insurance. Interest and finance charges will be charged at the maximum allowable by law, or at 1.5% per month, whichever is less, on accounts over thirty (30) days past due. Time is of the essence.

Customer agrees that Provider is working for the Customer and not Customer's insurance company or any agent/adjuster.

Property Owned By: Craig Pisarik

Remarks: \_\_\_\_\_

**I HAVE READ THIS AUTHORIZATION TO PERFORM SERVICES AND DIRECTION OF PAYMENT, INCLUDING THE TERMS AND CONDITIONS OF SERVICE ON THE REVERSE SIDE HEREOF, AND AGREE TO SAME.**

Customer Reviewed *Customer Information Form*:  Y  N

Customer's Signature: [Signature] Provider's Signature: \_\_\_\_\_  
 Printed Name: Holly G. Pisarik Franchise Legal Name: Lindsey DeJute, LLC.  
 Date: 10/26/2015 d/b/a SERVPRO® of: Rock Hill & York County  
 Customer's Email Address: hgillespie@gmail.com ; craigpisarik@yahoo.com

# Authorization to Perform Services and Direction of Payment

## Terms and Conditions of Service

### READ CAREFULLY

**Note: This Contract includes a limitation of liability and limitation of remedies.**

1. SERVPRO<sup>®</sup> is one of the largest nationwide Cleaning and Restoration Franchise Systems in the United States. The SERVPRO<sup>®</sup> Franchise owner identified on the front of this Contract (the "Provider") is an independent contractor who agrees to perform the services identified on the front of this Contract (the "Services"). Client agrees to purchase, receive, and pay for the Services pursuant to the terms and conditions of this Contract. Servpro Industries, Inc., the Franchisor, is not a party to any agreement with Client, is not a guarantor of the Provider's Services, and is not subject to liability arising out of such Services.
2. Provider's performance of the Services is limited by, among other things, the pre-existing conditions and characteristics of the premises, material, fabrics, furniture, and/or other items. PROVIDER EXPRESSLY DISCLAIMS ANY RESPONSIBILITY OR LIABILITY FOR ANY PRE-EXISTING CONDITIONS. Client shall retain responsibility and shall be liable for all effects of and costs necessary to correct such conditions, including, by way of example and not limitation, the conditions identified below:
  - (a) Provider 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. PROVIDER DOES NOT GUARANTEE SPOT OR STAIN REMOVAL AND COLOR FASTNESS OR PREVENTION OF SHRINKAGE, FADING, OR ADHESIVE BREAKDOWN.
  - (b) Provider DOES NOT GUARANTEE that wall and ceiling cleaning will restore the original color to painted surfaces.
  - (c) Not all fabrics are conducive to cleaning. Provider shall use reasonable efforts to advise Client of any adverse effects which may be reasonably foreseen due to the nature of the fabric or material involved. PROVIDER 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. Client acknowledges that it is impossible to determine when such adverse effects may occur and PROVIDER DOES NOT GUARANTEE AGAINST SUCH ADVERSE EFFECTS
  - (e) Client acknowledges and agrees that mold is commonly found throughout the environment and that it is impossible to eradicate mold. PROVIDER DOES NOT GUARANTEE THE REMOVAL OR ERADICATION OF MOLD.
3. PROVIDER 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.
4. **Limitation of Liability:** IN NO EVENT SHALL PROVIDER, ITS OWNERS, ANY OFFICERS, DIRECTORS, EMPLOYEES, OR AGENTS, FRANCHISOR, OR AFFILIATES BE RESPONSIBLE FOR INDIRECT, SPECIAL, NOMINAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL LOSSES OR DAMAGES, OR FOR ANY PENALTIES, REGARDLESS OF THE LEGAL OR EQUITABLE THEORY ASSERTED, INCLUDING CONTRACT, NEGLIGENCE, WARRANTY, STRICT LIABILITY, STATUTE OR OTHERWISE, EVEN IF IT HAD BEEN AWARE OF THE POSSIBILITY OF SUCH DAMAGES OR THEY ARE FORESEEABLE; OR FOR CLAIMS BY A THIRD PARTY. THE MAXIMUM AGGREGATE LIABILITY SHALL NOT EXCEED THREE TIMES THE AMOUNT PAID BY CUSTOMER FOR THE SERVICES OR ACTUAL PROVEN DAMAGES, WHICHEVER IS LESS. IT IS EXPRESSLY AGREED THAT CUSTOMER'S REMEDY EXPRESSED HEREIN IS CUSTOMER'S EXCLUSIVE REMEDY. THE LIMITATIONS SET FORTH HEREIN SHALL APPLY EVEN IF ANY OTHER REMEDIES FAIL OF THEIR ESSENTIAL PURPOSE. Some states/countries do not allow the exclusion or limitation of incidental or consequential damages, so the above may not apply to you.
5. Should Provider bring legal action to collect monies due under the Contract or should the matter be turned over for collection, Provider shall be entitled, to the fullest extent permitted under law, to reasonable legal fees and costs of any such collection attempt, in addition to any other amounts owed by Client. This attorney fee provision shall not be effective or enforceable in jurisdictions where attorney fee provisions are made reciprocal or invalid by operation of law. Consent is hereby given for filing of mechanic's liens by Provider for the work described in this contract on the property on which the work is performed if Provider is not paid.
6. Any labor, materials or other work beyond that identified in this Contract shall require a written amendment to this Contract and will result in additional charges.
7. Any claim by Client for faulty performance, for nonperformance or breach under this Contract for damages shall be made in writing to Provider within sixty (60) days after completion of services. Failure to make such a written claim for any matter which could have been corrected by Provider shall be deemed a waiver by Client. NO ACTION, REGARDLESS OF FORM, RELATING TO THE SUBJECT MATTER OF THIS CONTRACT MAY BE BROUGHT MORE THAN ONE (1) YEAR AFTER THE CLAIMING PARTY KNEW OR SHOULD HAVE KNOWN OF THE CAUSE OF ACTION.
8. A failure of either party to exercise any right provided for herein shall not be deemed to be a waiver of any right hereunder.
9. CLIENT AND PROVIDER EACH WAIVE THEIR RESPECTIVE RIGHTS TO A TRIAL BY JURY WITH RESPECT TO ANY AND ALL CLAIMS OR CAUSES OF ACTION (INCLUDING COUNTERCLAIMS) RELATED TO OR ARISING OUT OF OR IN ANY WAY CONNECTED TO THIS CONTRACT AND AGREE THAT ANY CLAIM OR CAUSE OF ACTION WILL BE TRIED BY A COURT TRIAL WITHOUT A JURY.
10. If any provision of this Contract is found to be ineffective, unenforceable or illegal for any reason under present or future laws, such provision shall be fully severable, and this Contract shall be construed and enforced as if such provision never comprised a part of this Contract. The remaining provisions of this Contract shall remain in full force and effect and shall not be affected by the ineffective, unenforceable or illegal provision or by its severance from this Contract.
11. No modification, termination, or attempted waiver of this Contract shall be valid unless in writing and signed by the party against whom the same is sought to be enforced.

**SERVPRO<sup>®</sup> Franchisees are always looking for motivated employees.**

**SERVPRO's individually owned and operated franchises offer a variety of positions including crew chief, production technician, marketing representative, administrative assistant and many more.**



## SERVPRO of Rock Hill & York County

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Franchise #9689  
2764 Pleasant Road #11206  
Fort Mill, SC 29708-7299  
Office: 803-324-5780  
Tax ID# 26-4056529

Client: Craig Pisarik  
Property: 4025 Birkshire Heights  
Fort Mill, SC 29708

Home: (262) 853-0972

Operator: SERVPRO9

Estimator: Jennifer

Type of Estimate: Other  
Date Entered: 10/20/2015                      Date Assigned: 10/19/2015  
Date Est. Completed: 10/20/2015              Date Job Completed:

Price List: SCRH8X\_OCT15  
Labor Efficiency: Restoration/Service/Remodel  
Estimate: PISARIK\_CRAIG

**\*\*CUSTOMER HAS STATED THEY WILL HAUL DEBRIS AWAY AFTER SERVPRO HAS REMOVE IT\*\***



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**PISARIK\_CRAIG**

**Main Level**

**Main Level**

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
Service call - during business hours	1.00 EA	0.00	117.04	0.00	117.04
Add for personal protective equipment - Heavy duty	2.00 EA	0.00	17.72	0.00	35.44
Equipment setup, take down, and monitoring (hourly charge)	3.00 HR	0.00	41.80	0.00	125.40
1 Day Equipment Set Up & 2 Days Equipment Monitoring.					
<b>Total: Main Level</b>				<b>0.00</b>	<b>277.88</b>



**4025 Birkshire Heights**

**Height: 8'**

352.00 SF Walls	121.00 SF Ceiling
473.00 SF Walls & Ceiling	121.00 SF Floor
13.44 SY Flooring	44.00 LF Floor Perimeter
44.00 LF Ceil. Perimeter	

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
Tear out tackless strip and bag for disposal	7.00 LF	0.69	0.00	0.00	4.83
Tear out baseboard	11.00 LF	0.36	0.00	0.00	3.96
Hazardous Waste/Mold Cleaning Technician - per hour	2.00 HR	0.00	53.14	0.00	106.28
Air mover (per 24 hour period) - No monitoring	6.00 EA	0.00	26.98	0.00	161.88
2 Air Movers x 3 Days = 6 Total					
Tear out wet drywall, cleanup, bag for disposal	5.00 SF	0.71	0.00	0.00	3.55
Tear out wet non-salvageable carpet, cut & bag for disp.	121.00 SF	0.43	0.00	0.00	52.03
Tear out wet carpet pad and bag for disposal	121.00 SF	0.40	0.00	0.00	48.40
Content Manipulation charge - per hour	1.00 HR	0.00	24.18	0.00	24.18
Moving Items From Room To Remove Carpet & Pad					
Tear out non-salvageable vinyl tile, cut & bag for disp.	121.00 SF	1.14	0.00	0.51	138.45
<b>Totals: 4025 Birkshire Heights</b>				<b>0.51</b>	<b>543.56</b>



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Total: Main Level	0.51	821.44
<b>Line Item Totals: PISARIK_CRAIG</b>	<b>0.51</b>	<b>821.44</b>

### Grand Total Areas:

352.00 SF Walls	121.00 SF Ceiling	473.00 SF Walls and Ceiling
121.00 SF Floor	13.44 SY Flooring	44.00 LF Floor Perimeter
0.00 SF Long Wall	0.00 SF Short Wall	44.00 LF Ceil. Perimeter
121.00 Floor Area	136.11 Total Area	352.00 Interior Wall Area
420.00 Exterior Wall Area	46.67 Exterior Perimeter of Walls	
0.00 Surface Area	0.00 Number of Squares	0.00 Total Perimeter Length
0.00 Total Ridge Length	0.00 Total Hip Length	



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Franchise #9689  
2764 Pleasant Road #11206  
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Tax ID# 26-4056529

### Summary for Dwelling

Line Item Total	820.93
Material Sales Tax	0.51
<b>Replacement Cost Value</b>	<b>\$821.44</b>
<b>Net Claim</b>	<b>\$821.44</b>

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Jennifer