

First Onsite Property Restoration Michigan Contract Addendum

1. Performance of Work: Client authorizes First Onsite Property Restoration (“First Onsite”) to complete the Work described in the Client Work Agreement. First Onsite is located at 13200 Levan Road, Livonia, Michigan 48150 and its telephone number is (888) 822-9500.
2. Licenses: All contractors performing construction work at the Property shall be licensed as required by state law. Copies of the licenses will be provided to Client upon request. A residential builder or a residential maintenance and alteration contractor is required to be licensed under MCL 339.2401 to 339.2412. An electrician is required to be licensed under MCL 338.881 to 338.892. A plumbing contractor is required to be licensed under MCL 338.3511 to 338.3569. A mechanical contractor is required to be licensed under MCL 338.971 to 338.988. First Onsite is licensed as a residential builder through its platform entity Interstate Restoration, LLC; its **License No. is 2102208759**.
3. Scope of Work: Except for Work calculated on a fixed price basis, Client acknowledges that due to the emergency nature of the situation and/or coordination with Client’s insurer, First Onsite is incapable of providing Client with a detailed, written estimate of the Work to be performed at the time of execution of this Agreement. The estimated labor, consumables, materials or equipment used, total cost of Work and an approximate completion date will be set forth in a written estimate and/or scope of work that is developed with your insurance company and provided to Client.
4. Claims and Disputes: An award rendered in arbitration shall be binding and judgment on such award may be entered by any appropriate Court in the State of Michigan as the exclusive courts of competent jurisdiction. This section shall not prohibit either party from seeking appropriate injunctive relief in the Michigan circuit courts.
5. Permits: All required building permits and variances will be obtained by First Onsite prior to the commencement of Work.
6. Indemnification and Environmental/Biological Hazard Disclaimer: Client shall indemnify, hold harmless and defend First Onsite from and against all claims, damages, liabilities, expenses, attorney fees and costs arising out of or related to First Onsite’s work, excepting only matters caused solely and exclusively by the fault or negligence of First Onsite. **FIRST ONSITE IS NOT AN ENVIRONMENTAL TESTING COMPANY AND IS NOT RESPONSIBLE FOR THE DISCOVERY, FAILURE TO DISCOVER, REMOVAL OR REMEDIATION OF ENVIRONMENTAL OR BIOLOGICAL HAZARDS INCLUDING, BUT NOT LIMITED TO, MOLD, FUNGUS, HAZARDOUS WASTE, SUBSTANCES OR MATERIALS, OR ASBESTOS EXCEPT TO THE EXTENT THAT FIRST ONSITE EXPRESSLY AGREES, IN WRITING, TO UNDERTAKE SUCH SPECIFIC RESPONSIBILITIES.** Client shall indemnify, hold harmless and defend First Onsite from and against all claims, damages, liabilities, expenses, attorney fees and costs arising out of or relating to the presence or discovery of, or failure to discover, remove or remediate, all environmental or biological hazards
7. Incorporation of Agreements. The following terms and conditions shall be incorporated fully into the Client Work Agreement and/or Master Services Agreement. If there is any conflict between the terms contained within this Michigan Contract Addendum and the Client Work Agreement or Master Services Agreement, this Addendum shall control.
8. **Right of Rescission (check as applicable):**
 - Client waives any 3-day right of rescission in light of the immediate necessity of emergency work, remediation, restoration and/or services.**
 - Client may cancel the transaction for non-emergency related Work at any time prior to midnight of the third business day after the date of this transaction. See the attached Notice of Cancellation for an explanation of this right. Additionally, First Onsite is prohibited from having an independent courier service or other third party pick up your payment at your residence before the end of the 3-business-day period in which you can cancel the transaction.**

[SIGNATURE PAGE TO FOLLOW]

First Onsite Property Restoration

Client Name: _____

- Interstate Restoration, LLC
- Perfection Property Restoration, Inc.
- Rolyn, LLC
- Super Restoration Service Co., LLC
- First Onsite Restoration Hawaii, LLC
- Trilink Restoration Services, LLC
- Maxons Restorations, Inc.
- Moore Restoration, Inc.
- Pro Construction, LLC
- Insurance Restoration Specialists, Inc.

Signature: _____

Client Signature: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Date: _____

Date: _____