

# First Onsite Property Restoration

## OHIO CONTRACT ADDENDUM

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Client Name: \_\_\_\_\_ Client Telephone Number: \_\_\_\_\_  
Client Address: \_\_\_\_\_ Property Address (if different): \_\_\_\_\_  
Estimated Start Date: \_\_\_\_\_ Estimated Completion Date: \_\_\_\_\_  
Estimate: Client requires (Initial choice): \_\_\_\_\_ Written Estimate \_\_\_\_\_ Oral Estimate \_\_\_\_\_ No Estimate

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. First Onsite's Tax ID No. is 20-8487188.
2. Estimated Cost of Work.
  - A. For services under \$25,000, Client acknowledges being informed of the right to receive an estimate of the cost of the Work and has initialed his/her choice above. IF THE COST OF THE SERVICES EXCEEDS THE ESTIMATED COST BY TEN PERCENT (10%) OR MORE, FIRST ONSITE WILL OBTAIN CLIENT'S AUTHORIZATION BEFORE COMPLETING ANY FURTHER WORK
  - B. For services \$25,000 and over, Client acknowledges being informed that the total estimated cost of the Work is: \$ \_\_\_\_\_. IF THE WORK REQUIRES EXTRA COSTS ABOVE THE ESTIMATED COST THAT WERE REASONABLY UNFORESEEN, BUT NECESSARY, AND THE TOTAL OF ALL EXTRA COSTS EXCEEDS \$5,000 OVER THE COURSE OF THE ENTIRE AGREEMENT, CLIENT HAS A RIGHT TO AN ESTIMATE OF THOSE EXCESS COSTS BEFORE FIRST ONSITE BEGINS WORK RELATED TO THOSE COSTS. CLIENT HAS INITIALED HIS/HER CHOICE TO AN ESTIMATE ABOVE.
3. Description of Work. First Onsite will provide Client with a complete description of the work to be performed, the goods and services to be furnished, costs for labor and materials and the identify of any subcontractors performing such work in a written estimate and/or scope of work.
4. Payment. First Onsite will provide Client with a dated written receipt of all payments made and indicate on said receipt the amount paid and balance remaining. The receipt for the initial Down Payment will also indicate whether the Down Payment is refundable or non-refundable and the work to which the deposit applies. Any interim payments required under the Agreement shall be limited to the percentage of work completed at the time of the payment to the total cost for all Work. All subcontractors, laborers and materialmen will be paid in full prior to Client's final payment on the Agreement.
5. Licenses/Permits. First Onsite and/or its subcontractors have all necessary and required licenses and shall obtain all necessary and required permits to perform the Work specified herein. First Onsite is also registered with the local building department.
6. 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 Ohio as the exclusive courts of competent jurisdiction. This section shall not prohibit either party from seeking appropriate injunctive relief in the Ohio circuit courts.
7. Right to Cure. OHIO LAW CONTAINS IMPORTANT REQUIREMENTS CUSTOMER MUST FOLLOW BEFORE CUSTOMER MAY FILE A LAWSUIT OR COMMENCE ARBITRATION PROCEEDINGS FOR DEFECTIVE CONSTRUCTION AGAINST FIRST ONSITE. AT LEAST 60 DAYS BEFORE CUSTOMER FILES A LAWSUIT OR COMMENCES ARBITRATION PROCEEDINGS, CUSTOMER MUST PROVIDE FIRST ONSITE WITH WRITTEN NOTICE OF THE CONDITIONS ALLEGED TO BE DEFECTIVE. PURSUANT TO ORC §1312, FIRST ONSITE HAS AN OPPORTUNITY TO OFFER TO REPAIR OR PAY FOR THE DEFECTS. CUSTOMER IS NOT OBLIGATED TO ACCEPT ANY OFFER FIRST ONSITE MAKES. THERE ARE STRICT DEADLINES AND PROCEDURES UNDER STATE LAW, AND FAILURE TO FOLLOW THEM MAY AFFECT CUSTOMER'S ABILITY TO FILE A LAWSUIT OR COMMENCE ARBITRATION PROCEEDINGS.
8. Insurance. Customer acknowledges receiving a copy of First Onsite's certificate of insurance showing general liability coverage.
9. Completion of Agreement. Customer should ensure that all blank spaces are completed before signing this Agreement.
10. Incorporation of Agreements. The terms and conditions contained herein shall be incorporated fully into the Client Work Agreement and Master Services Agreement. If there is any conflict between the terms contained within this Addendum and the Client Work Agreement or Master Services Agreement, this Addendum shall control.
11. 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 AND HAS SIGNED A SEPARATE WAIVER OF RIGHT TO CANCEL WORK AUTHORIZATION.**  
 **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. FIRST ONSITE WILL NOT COMMENCE ANY WORK DURING THE TIME IN WHICH CLIENT MAY CANCEL.**

**[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: \_\_\_\_\_