



SERVPRO Disaster Recovery Team
1001 W. Hunters Ridge
Lee's Summit MO 64086
816-246-5566

Priority Service Agreement

This Customer Priority Service Agreement is made between **21st Enterprise, LLC dba SERVPRO of Lee's Summit, East Kansas City, Overland Park, Harrisonville (herein known as "SERVPRO")** and

_____ (**herein known as the Entity**). The Entity has requested SERVPRO to be the preferred service provider in accordance with the following agreed upon terms and conditions:

- 1) **Term:** This agreement shall commence on _____, 20____, and continue thereafter until terminated by either party upon thirty (30) days prior written notice to the other party in accordance with the notice provision herein. This agreement may be terminated immediately for cause by either party involved. Written notice will be provided to either entity via email or letterhead.

If this Priority Service Agreement is not fully executed within 30 days from the date of initiation, it will automatically expire, taking into account the limited availability of allocated capacity during this period.

- 2) **First notice of loss:** Entity will report losses through SERVPRO's 24-hour emergency number: 816-246-5566.
- 3) **Photos:** Upon arrival, SERVPRO will take photos of the structure, damaged areas, and cause of loss. We will document the affected areas before, during, and after production, storing all information in our DRYBOOK program.
- 4) **Pricing Guidelines:** Pricing will be based on either Xactimate or Time and Material software, pending the size, scope, and severity of the project. Xactimate pricing is the property insurance standardized estimating software used to pre-determined costs based on industry benchmarks, ensuring transparency and accuracy in billing. Time and Material pricing, on the other hand, involves charging for actual labor hours worked and the materials utilized, allowing for flexibility in projects that may evolve in scope. Both pricing methods aim to provide fair and equitable compensation for services rendered while ensuring prompt and effective disaster response.
- 5) **Service Response Guideline:** Under normal circumstances, SERVPRO's standard response time is 1 hour to return the customer's call, 4 hours to arrive on-site, and 8 hours to report to the adjuster or customer. In the event of a metro-wide event, PSA accounts are moved to first truck out priority.
- 6) **Immediate Notification to Entity:** Work will cease, and the Entity will be notified of any of the following situations before continuation of work.
 - a) Mold is detected
 - b) Need for asbestos testing
 - c) Excessive loss conditions
 - d) Subrogation Issues
 - e) Safety hazards
 - f) Questions on coverage
 - g) Refusal of service

- h) If Carpet needs to be removed in a category 1 loss
 - i) Contents cleaning or pack-out is probable
 - j) Pre-existing damage
 - k) Demolition
- 7) **Services:** SERVPRO will clean, contain, and mitigate the reported loss by providing necessary tools, equipment, materials, labor, and sub-trades. All services will be performed in a skilled, professional manner, meeting industry standards, the terms of this agreement, and applicable laws and regulations. The services include, but are not limited to:
- a) Water Damage Mitigation (follow Institute of Inspection Cleaning and Restoration Certification Guidelines (IICRC))
 - i. Emergency mitigation, cleanup, and restoration
 - ii. Drying Process
 - iii. Post-emergency cleanup and mold remediation
 - b) Fire/Smoke/Soot Damage Mitigation (within IICRC Guidelines)
 - i. Scope and qualification
 - ii. Contents cleaning and deodorization
 - iii. Move out
 - iv. Structure cleaning and restoration
 - c) Mold Mitigation and Remediation: If mold is found, SERVPRO will perform emergency mitigation to contain the contamination and prevent cross-contamination of clean areas of the structure. SERVPRO will notify the Entity's contact of the presence of mold. If mold is discovered, and the mold contamination cannot be contained to prevent cross contamination, no emergency mitigation work or mold remediation work will be performed until the Entity's contact has reviewed the loss.
 - d) Dehumidification
 - e) Catastrophic Storm Response
 - f) Move out
 - g) Contents Restoration
 - h) Electronics and Equipment Restoration
 - i) Document Drying
 - j) Contents Claim Inventory Services
 - k) Asbestos: if SERVPRO suspects that asbestos may be present, and or testing is required by law, the Entity will pay for asbestos testing
 - l) Air Ducts and HVAC Cleaning
 - m) Biohazard, Crime Scene Cleanup, Vandalism Cleanup
 - n) Carpet and upholstery Cleaning
 - o) Drape and Blinds Cleaning
 - p) Ceilings, Walls, and hard floors
 - q) Deodorization
 - r) Onsite Dry and Refrigerated Storage
 - s) Generators
 - t) Portable Lighting
- 8) **Confidentiality:** SERVPRO, along with its employees, agents, representatives, and subcontractors, will keep all information related to the emergency situation confidential. This includes any information they encounter while providing services, unless disclosure is required by law or necessary to protect life, safety, or health.
- 9) **Authority:** Each signatory executing the agreement on behalf of SERVPRO and Entity represents and warrants that they have full power and authority to execute the agreement on behalf of their respective parties and that by the execution of a binding and legal obligation of the parties is created.

- 10) **Assignments:** SERVPRO shall not assign any rights, obligation, or interest under this agreement, without the Entity's prior written consent.
- 11) **Subcontractors:** If SERVPRO hires subcontractors to perform any work under this agreement, they will provide the Entity with details upon request. The Entity reserves the right to approve or disapprove subcontractors and conduct due diligence. SERVPRO remains responsible for the subcontractors' work and performance, ensuring they comply with all terms of the agreement, including licensing and insurance requirements. Subcontracted work will be billed at the invoice amount plus overhead and profit.
- 12) **Representation:** SERVPRO represents and warrants that it is fully bonded and has and maintains the appropriate licenses and permits in accordance with applicable law, rules, codes, ordinances, and regulations. SERVPRO further represents that it shall comply with all applicable laws, rules, ordinances, and regulations applicable to the services and work performed on behalf of the Entity.
- 13) **Force Majeure:** Neither party shall be responsible for any delays in the work or services, which are beyond their direct and reasonable control.
- 14) **Governing Laws:** This agreement shall be interpreted and governed by the laws of the state and county the work is being performed in.
- 15) **Mitigation Agreement and Authorization to Perform Services:** **Mitigation** and authorization to perform services are as follows:

The Authorization to Perform Services agreement will be valid until terminated by either party with thirty-day (30) written notice. This agreement will allow SERVPRO to initiate work on site for any job dispatched from the Entity. This PSA is authorized up to \$5,000.00. Any amount above will constitute an additional authorization by Entity.

SERVPRO and the Entity seek to establish a mutually beneficial business relationship and wish to formalize this relationship through an agreement that will govern their current and future dealings. This Agreement is intended to supersede any prior written or verbal agreements or understandings between the parties. Therefore, in consideration of the mutual promises and other valuable considerations acknowledged by both parties, SERVPRO and the Entity agree as follows:

- a) Scope of Work: The scope of the SERVPRO's work shall be defined by the severity of the project. SERVPRO agrees to commence work and, or supply materials authorized by the Entity, within the time set out in the contract documents for the project. SERVPRO shall include all labor and materials or just materials necessary or incidentals to completing the work in a manner, which complies with this Agreement and the SERVPRO Documents, and in a professional and workmanlike manner, meet product and material manufacturer's requirements, and complies with applicable laws, regulations, and ordinances.
- b) Payment: The Entity shall pay SERVPRO upon satisfactory performance by the end of the calendar month following the invoice date submitted for payment.
- c) Term: This Agreement shall stay in place until thirty-days (30) written notice by either party.
- d) Insurance: SERVPRO shall procure and maintain in force prior to the start of any work under this contract and for the duration and completion of this contract, insurance to protect and defend the Entity against liability due to alleged or actual injury or death of persons or damages to property arising from or out of the SERVPRO's or material suppliers' operations or products in connection with the performance of this contract. Such insurance shall be written by insurers authorized to do so in the state of operations and shall maintain a minimum rating of A-: VII by A.M. Best.

Workers Compensation:

- Statutory benefits
- Employers' Liability. \$1,000,000 Each Accident, \$1,000,000 policy limit, \$1,000,000 each employee
- Federal Acts as applicable to the project (e.g. Longshoremen's and Harbor Workers Act, Jones Act, or Admiralty Act)
- All employees, partners, individuals, sole proprietors and any managers on the project site shall be included for coverage

Commercial General Liability:

- \$1,000,000 Each Occurrence and Personal Injury limits
- \$2,000,000 General Aggregate (to apply per project)
- \$2,000,000 Products Completed Operations Aggregate

Commercial Automobile Liability

- \$1,000,000 combined single limit for Bodily injury and Property damage any one accident.
- Excess Liability – Umbrella
- Providing excess coverage over General Liability, Auto Liability and Employers Liability
- \$1,000,000 each occurrence
- \$1,000,000 Aggregate

SERVPRO shall endorse General Liability, Automobile Liability, and Umbrella policies to include as an additional insured on a primary, noncontributory basis the Entity as respects to work performed or materials supplied

The limits of liability as stated may be arrived at using a Split-Limit or a Combined Single Limit basis. However, the total limit of liability shall not be less than that stated in the requirements.

The above limits are minimum acceptable insurance limits and should not be construed in any way to limit the subcontractor's liability to SERVPRO nor the indemnification provisions of the contract documents.

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the date herein first appearing above.

ENTITY: _____

By: _____

Name: _____

Title: _____

Date: _____

PROVIDER: SERVPRO

By: _____

Name: _____

Title: _____

Date: _____