

EMERGENCY SERVICES AGREEMENT / WORK AUTHORIZATION

Name:	Address:
<input type="checkbox"/> Water Mitigation <input type="checkbox"/> Fire/Water Mitigation <input type="checkbox"/> Mold/Asbestos Remediation <input type="checkbox"/> Other	<input type="checkbox"/> Content Manipulation/Packing <input type="checkbox"/> Crime & Trauma Clean Up <input type="checkbox"/> Biohazard Clean Up <input type="checkbox"/> Reconstruction

Authorization to Proceed & Service Selection

Scope & Coverage

DESA Contracting Inc. also known as DESA Contracting & Restoration (“DESA”) is authorized to perform the selected services. DESA will address only the damage related to the specific loss as authorized. DESA may use subcontractors or vendors when needed to complete the work.

Health & Environment

The Client understands that materials used during reconstruction (such as paints, sealants, adhesives, and similar products) may produce temporary fumes or odours. Antimicrobial or similar products may be applied as part of the restoration process. DESA follows all standard safety and ventilation procedures; however, indoor environments are not sterile and individual sensitivities vary.

Access & Utilities

Access, parking, a small storage area, and water/electricity must be provided for the work. The property should remain reasonably secure for the duration of the project.

Equipment Care

Please do not move, unplug, or turn off drying equipment. Keep dehumidifier hoses in the designated drain or sink. The Client is responsible for any damage to or loss of equipment while on site.

Photography

Client authorizes DESA Contracting & Restoration to photograph or video the worksite before, during, and after completion of the project for documentation, quality assurance, insurance, and record-keeping purposes. DESA also reserves the right to use such photos or videos for marketing, advertising, and portfolio purposes, including print and electronic media such as websites, presentations, and promotional material.

Limit of Liability

DESA is not responsible for pre-existing conditions, early equipment removal/shut-off, or work that is declined by the client or property manager.

The Client agrees to release and hold DESA, its employees, and subcontractors harmless, and to defend and indemnify them from any claims, damages, or costs (including legal fees) arising from:

- Pre-existing or unrelated damage
- Moving or shutting off equipment against DESA advice
- Declining recommended services
- Unsecured items going missing
- Normal drying or restoration risks (e.g., staining, mold/bacteria growth)

Release, Liability & Site Responsibility Clause (Condensed Version)

The Client releases and agrees to defend, indemnify, and hold DESA Contracting & Restoration Inc., its employees, officers, and subcontractors harmless from all claims, damages, or costs (including legal fees) arising from or related to any work, materials, sealants, adhesives, coatings, products, or chemicals used or supplied by DESA.



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The Client waives any right to claim against DESA for site conditions, materials, product use, chemical applications, loss or damage to personal property or valuables, or delays caused by third parties or events beyond DESA's control.

Valuables: The Client must remove or secure all valuables, including but not limited to cash, jewelry, electronics, and fragile items before work begins. DESA is not responsible for loss or damage to such items. **Authorized Representative:** The Client or an authorized representative must be present during all work. If no one is available, DESA may proceed at its discretion, and findings or decisions made will be deemed accepted by the Client.

Delays: DESA is not liable for delays or damage caused by events or approvals outside its control, including but not limited to engineers, boards, or weather-related conditions.

PFAS (Perfluorinated Compounds, Perfluoroalkyl and Polyfluoroalkyl Substances)

Acknowledgment and Waiver

The Client understands that PFAS (Perfluorinated Compounds, Perfluoroalkyl and Polyfluoroalkyl Substances) may be present in certain building materials, coatings, adhesives, or residues, especially after fire suppression or water damage events. DESA does not provide PFAS-related investigation, testing, or removal services.

The Client releases DESA, its officers, employees, and subcontractors from any responsibility or liability related to PFAS contamination, cleanup, or health impacts, and acknowledges that any PFAS issues identified will be referred to a licensed environmental contractor at the Client's expense.

The Client further agrees to defend, indemnify, and hold harmless DESA, its officers, employees, and subcontractors from any and all claims, demands, losses, damages, costs, or legal expenses arising out of or related to PFAS presence, release, or alleged exposure.

The Client acknowledges that DESA has informed them that PFAS-related conditions are excluded from DESA's scope of work and insurance coverage.

Subcontractor Limitation

DESA may engage independent subcontractors as needed. DESA is not responsible for delays, damages, or defects caused by independent subcontractors performing work outside DESA's direct supervision.

Interest & Collection

Unpaid balances are subject to interest at 2% per month (24% per annum). The Client shall be responsible for all collection and legal costs associated with recovery of unpaid amounts.

Governing Law & Dispute Resolution

This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario. Any disputes shall be resolved exclusively in the courts of Toronto, Ontario.

Referral Disclosure

The undersigned acknowledges that DESA was referred to perform this emergency service by the property management or condominium corporation. DESA is an independent contractor and does not represent the property management or corporation. DESA is not liable for delays or inability to perform work caused by events beyond its control, including natural disasters, power outages, pandemics, or acts of government.

This authorization and waiver represent the entire understanding between the parties and supersede any prior verbal or written communications.

Client Name _____ Date _____

Client Signature _____