

EMERGENCY SERVICES AGREEMENT / WORK AUTHORIZATION

Name	
Nature of Damage	
Address	
Email	Phone
Date of Loss (if known)	
Insurance Company	Claim #
Services	
<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

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.

Payment & Insurance: The Client authorizes DESA to bill the insurance company directly. If the insurer or any other party does not pay in full, the Client is responsible for the remaining balance. Any insurance cheques received by the Client must be signed and given to DESA within 5 days. The Client assigns insurance benefits for this loss to DESA and authorizes payment directly to DESA.

Extras & Timing: Any extra work requested by the Client that is not covered by insurance is the Client's responsibility. Accounts are due upon completion, and payment must be made to DESA within 30 days. After 30 days, interest applies at 2% per month (24% per annum). Collection and legal costs may be added if required.

Cancellation: If work has started or materials have been ordered, the client is responsible for payment of all work performed to date. In addition, if materials have been ordered, the client will pay any restocking fee charged by the vendor (if restocking is permitted). If restocking is not permitted, the client agrees to purchase the ordered materials directly from DESA at cost.

Scope & Coverage: 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. DESA is not responsible for damages or delays caused by independent subcontractors performing work outside DESA's direct supervision.

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 safety and ventilation procedures; however, indoor spaces are not sterile, and individual sensitivities vary.

PFAS (Perfluorinated Compounds, Perfluoroalkyl and Polyfluoroalkyl Substances) Acknowledgment, Waiver,

and Indemnity: The Client understands that PFAS (Perfluorinated Compounds, Perfluoroalkyl and Polyfluoroalkyl Substances) may be present in certain building materials, coatings, sealants, adhesives, residues, especially after fire suppression or water-damage events. DESA does not provide PFAS-related investigation, testing, removal, or disposal services. The Client releases DESA, its officers, employees, and subcontractors from any responsibility or liability related to PFAS contamination, cleanup, or health impacts. The Client 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.

Release, Liability & Site Responsibility Clause

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.

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, 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 clients, engineers, boards, or weather-related conditions.

Access & Utilities: Please provide access, parking, a small storage area, and water/electricity for the work. Keep the property reasonably secure.

Photography: Client authorizes DESA to photograph or video the worksite before, during, and after completion of the project for documentation, quality assurance, insurance, and record-keeping purposes. DESA may use such photos or videos for marketing, advertising, and portfolio purposes, including print and electronic media.

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)

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.

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.

Equipment Care: Don't move or turn off drying equipment. Keep dehumidifier hoses in the designated drain/sink. You're responsible for any damage to or loss of equipment on site.

Refundable Deposit: A \$2,500 deposit may be required and returned once the account is paid in full.

Authorization to Proceed

I authorize DESA Contracting & Restoration to proceed with services as described

Above. I understand I am responsible for any and all charges, costs and deductibles not covered by my insurance. This authorization and waiver represent the entire understanding between the parties and supersede any prior verbal or written communication.

Client

Signature: _____ Name: _____ Date _____