



SERVING TEXAS, COLORADO & THE MIDWEST SINCE 1996

EXCEL CONSTRUCTION GROUP

ROOFING & CONSTRUCTION

CONTINGENCY CONTRACT - (844) 601-ROOF (7663)

Contractor Name : _____ Contract Number : _____

Customer Information

Homeowner :	Phone # :	Date :
Address :	City, State, Zip :	Email :
Insurance Company :	Policy # :	Claim # :
Adjuster Name :	Adjuster Phone # :	Adjuster Email :
Mortgage Company :	Loan # :	Mortgage Phone # :

Terms & Conditions

1. Owner agrees **Excel Construction Group** has reserved the right to be authorized as a "Third Party" to receive documents and communicate all needed information related to your insurance and mortgage companies.
2. Owner agrees **Excel Construction Group** will perform work for the amount allotted by insurance company.
3. Owner will be responsible for depreciation on Actual Cash Value Policies Type A.
4. Owner agrees to pay **ALL** depreciation, supplements and O&P approved by insurance.
5. **Excel Construction Group** is **NOT** responsible for interior nail pops or exterior landscaping.
6. Owner agrees that **Excel Construction Group** is not responsible for any damage caused to pipes, wires or tubing which is within 4 inches of the roof or walls, as defined in the Uniform Building Code as a Building Code Violation.
7. Owner has the right to rescind the contract within 72 hours.

Texas Law requires a person insured under a property insurance policy to pay any deductible applicable to a claim made under the policy. It is a violation of Texas Law for a seller of good or service who reasonably expects to be paid wholly or partly from the proceeds of a property insurance claim to knowingly allow the insured person to fail to pay, or assist the insured person's failure to pay, the applicable insurance deductible.

I hereby contract **Excel Construction Group** to serve as my preferred contractor on the above-referenced property regarding the above-referenced insurance claim. This is a legally binding contract. The above-referenced terms and conditions are satisfactory and are hereby accepted. The property owner agrees that if property owner's insurance company approves the claim herein, **Excel Construction Group** is here by granted the exclusive rights to perform said work on insurance claim. Excel Construction Group agrees to meet with the insurance/adjuster from a contractor's point of view to obtain the necessary equipment and or materials required to restore the property properly. A 15 % liquidated damage fee from the RCV (Replacement Cost Value) will be charged for cancellation of this contract after the insurance company has approved the proposed work. If, however, property insurance company does not approve insurance claim herein, and benefits are not payable, this contract becomes null and void.

Contingent upon insurance approval

Date of Acceptance : ____ / ____ / ____ Owner Signature : _____

Contractor Signature : _____ Owner Signature : _____