



2300 Holloman St.
Conroe, Texas 77301
1-877-70-STORM (78676)

Date: 10-1-2024

Re: Binding Letter of Agreement for Mitigation and Restoration

To whom it may concern:

This Binding Letter Agreement (the "Agreement"), made by and between Velocity Services Group ("Velocity"), and Customer (or "Owner"), sets forth the terms and conditions for mitigation/restoration services to be provided by Velocity. The principal terms and conditions are summarized below for mitigation/restoration. Upon signing this agreement, Velocity shall immediately begin the Mitigation as a part of this Agreement or as soon as reasonably practicable and the property is accessible. The Construction Contract for restoration services should be signed by both Parties within 15 days after the mitigation has started, or as soon as feasible. The Owner agrees and acknowledges that any restoration shall begin ONLY after a final Construction Contract is executed. The scope preparation for restoration will not begin until a formal Construction Contract has been executed, and Owner acknowledges that creation of the insurance carrier's final Scope is a process which may take a considerable amount of time. Velocity shall proceed as parts of the Scope are completed. Further, Owner acknowledges that Velocity is not providing any services related to "Mold" cleanup, removal, remediation, or prevention under this Agreement.

DEFINITIONS

- a) "Work/Contract Amount" shall be based upon the contract amount, which shall be based upon the Replacement Cost Value (RCV) as provided for by Xactimate pricing guidelines per the insurance carrier standards, which shall include, but not be limited to all labor, materials, equipment, machinery, supplies, competent supervision, costs and facilities of every kind and description necessary for the proper, complete, prompt and efficient performance of the work described in, and reasonably inferable from, the RCV. Velocity agrees to furnish the services specified in the Final Scope of Work in a good workmanlike manner in compliance with all applicable building codes and regulations.
- b) "MITIGATION SCOPE" shall mean temporary repairs and protection of property against further damages in preparation for Restoration, which shall include but not be limited to temporary repairs to roofs or other mitigation efforts including any demo/drying as necessary. Owner shall be responsible for all work performed as defined in Paragraph (a). Upon signing this Agreement, at the time an "Event" occurs, as defined herein, Velocity shall immediately begin the Mitigation.
- c) "RESTORATION SCOPE" shall mean restoration services that may be provided pursuant to a Construction Contract between Velocity and Owner. Once executed, Velocity shall begin the restoring of the property back to its original state. The restoration will be based on the replacement cost value (RCV) in the insurance carrier's approved final scope of work. The owner shall be responsible for all work performed as defined in Paragraph (a).
- d) "EVENT" shall mean Natural Disaster, or other unnatural cause such as Accidental Fire.
- e) "CHANGE ORDER" shall mean any additional Services not contained in the Scope, involving



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extra costs, agreed upon by written Change Order signed by Owner and Velocity. Additionally, any extra work performed or Change Orders beyond insurance scope of work shall be approved by Owner and paid in addition to the insurance coverage. In the event Velocity furnishes additional Services to the Property pursuant to a verbal or informal written directive by the Owner, Velocity shall be paid the full value of the additional Services by the Owner.

- f) "OWNER'S DEDUCTIBLE" shall mean that Owner is responsible for paying all of its applicable insurance deductibles to Velocity that is deducted from the "Gross Total RCV" of the Claim and any cost deducted from the "Gross Total RCV" of the Claim not covered under the insurance policy(ies) or when the policy may have limited coverage due to limits on coverage or no coverage under the policy (i.e. Non Recoverable Depreciation or Coverage at ACV).
- g) "INSURANCE COVERAGE AND REPRESENTATION" shall mean that Owner acknowledges that Velocity is working for Owner and not Owner's insurance carrier, in providing the services as defined hereinbelow. Velocity does not interpret insurance coverage and is not a Public Adjuster. Velocity, at Owner's direction, may provide a copy of the Xactimate to Owner and its Public Adjuster for use or review regarding the damages to Owner's Property and that which Velocity deems necessary to properly repair the damages to the Property as a result of the Event.
- h) "NON-INSURANCE COVERAGE" shall mean that any work performed outside of the Scope, including but not limited to upgrades, non-insured items, or repairs not authorized and covered by the insurance company. Owner shall be required to approve the work by utilizing a change order as defined previously in item (e) and shall agree to pay Velocity the amount this is not covered by the Owner's Insurance.
- i) "OWNER/OWNER LIAISON" shall mean Owner's agent, leasehold interest holder or a person or entity who represents the Owner and shall have the authority to represent the owner in all matters dealing with Velocity. The Owners Liaison shall be the party to participate throughout the term of the contract. If the Owners Liaison cannot participate throughout the term of the contract, Velocity must be notified in writing for prior approval.
- j) "VELOCITY" shall mean VELOCITY SERVICES GROUP FL, LLC (the "Contractor"), its subsidiaries, affiliates, or assigns (the "Company" or "Velocity").
- k) "ADDENDUM" shall mean those Florida Statutes that are hereby referenced throughout and incorporated herein as though made a part hereof.

Other Conditions and Provisions

In addition to this binding agreement, Owner agrees to execute work for Restoration, which shall be defined as the Construction Contract, including Change Orders, Release of Liens, Purchase Orders, and such other documents necessary to perform the obligations set forth in the Construction Contract. It is understood that upon the execution of this Agreement, Owner shall be responsible for payment for all work performed by Velocity. Any cost not covered by Owner's policy shall be the responsibility of Owner for full and final payment to Velocity.



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If Owner hires a Public Adjuster, Consultant, or other Third-Party Claim Manager ("Consultant"), Owner shall notify Velocity in writing of such retention of the Consultant. Velocity shall work with the Consultant, however, should a conflict arise with the Consultant during the Mitigation process, Velocity may terminate this agreement. Such termination is defined hereinbelow.

Owner may not freely assign this Contract to any person or entity without the consent or approval of Velocity, provided that the assignee of Owner agrees to assume the Owner's rights and obligations under this Contract with the exception that Owner may provide a collateral assignment of this Contract to a lender without its assuming the Owner's rights and obligations under this Contract. Furthermore, as this Contract provides for compensation to Velocity to be based upon the amount determined by the total RCV dollar amount of the insurance carrier(s), the Owner shall not transfer this Contract if the transfer shall cause a cancelation, termination, or cause a reservation of rights to be imposed by the insurance company due to the assignment of this contract by the Owner. Velocity does not ask for Assignment of Benefits and Owner directs payments to Velocity upon receipt of draw request and/or progression payment request.

Termination of Binding Letter Agreement

In the event that this Binding Letter Agreement terminates at any time prior to the execution of the Construction Contract for restoration services, whether for cause or convenience, the owner shall be liable for all damages and shall reimburse Velocity for all labor, cost and profit for all services provided by Velocity for up to the date of termination. Velocity shall no longer be responsible for the completion of the Mitigation Phase. If it becomes necessary to enforce any provisions of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees and expenses.

Disputes

This Binding Letter Agreement shall be governed by and construed in accordance with the domestic laws of the State of Florida without giving effect to any choice or conflict of law provisions or rule that would cause the application of the laws of any jurisdiction other than the State of Florida. Jurisdiction and Venue shall reside in Pinellas, _____ County, Florida

By executing this Binding Letter Agreement, each party represents that it is duly authorized to execute the Binding Letter Agreement, and that, to the extent provided herein, is a valid and binding obligation of such parties and does not conflict with or violate any agreement with any other party. It is understood that upon the execution of this Binding Letter Agreement, the owner shall be responsible for all work performed up to the execution of the final Construction Contract, including but not limited to temporary work performed prior to the execution of the Construction Contract.

The parties agree that this Agreement shall be deemed to have been jointly and equally drafted by them, and that the provisions of this Agreement therefore shall not be construed against a party or parties on the ground that such party or parties drafted or was more responsible for the drafting of any such provision(s). The parties further agree that they have each carefully read the terms and conditions of this Agreement, that they know and understand the contents and effect of this Agreement and that the legal effect of this Agreement has been fully explained to its satisfaction by counsel of its own choosing.



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Addendum

Attached hereto are those Florida Statutes that are hereby referenced throughout and incorporated herein as though made a part hereof.

The Bordeaux Village II Condo Association (Owner) desires to avail itself of the services of the contractor in connection with Bordeaux Village II (Property Name) at 2462 Kingfisher Lane - Clearwater FL 33762 (Property Address).

Accepted and agreed by each of the Parties as to the Binding Provisions as of the 1st day of October, 2024.

VELOCITY SERVICES GROUP FL, LLC

By: 

(Authorized Agent for Velocity)

"OWNER OR AUTHORIZED PARTY"

Signature: 

Bordeaux Village II Board Pres.
per DAVID Fedesh

"OWNER LIASON SHALL BE DEFINED AS

Signature: _____



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ADDENDUM

ACCORDING TO FLORIDA'S CONSTRUCTION LIEN LAW (SECTIONS 713.001-713.37, FLORIDA STATUTES), THOSE WHO WORK ON YOUR PROPERTY OR PROVIDE MATERIALS AND ARE NOT PAID IN FULL HAVE A RIGHT TO ENFORCE THEIR CLAIM FOR PAYMENT AGAINST YOUR PROPERTY. IF YOUR CONTRACTOR OR A SUBCONTRACTOR FAILS TO PAY SUBCONTRACTORS, SUB-SUBCONTRACTORS, OR MATERIAL SUPPLIERS, THE PEOPLE WHO ARE OWED MONEY MAY LOOK TO YOUR PROPERTY FOR PAYMENT, EVEN IF YOU HAVE ALREADY PAID YOUR CONTRACTOR IN FULL. IF YOU FAIL TO PAY YOUR CONTRACTOR, YOUR CONTRACTOR MAY ALSO HAVE A LIEN ON YOUR PROPERTY. THIS MEANS IF A LIEN IS FILED YOUR PROPERTY COULD BE SOLD AGAINST YOUR WILL TO PAY FOR LABOR, MATERIALS, OR OTHER SERVICES THAT YOUR CONTRACTOR OR A SUBCONTRACTOR MAY HAVE FAILED TO PAY. TO PROTECT YOURSELF, YOU SHOULD STIPULATE IN THIS CONTRACT THAT BEFORE ANY PAYMENT IS MADE, YOUR CONTRACTOR IS REQUIRED TO PROVIDE YOU WITH A WRITTEN RELEASE OF LIEN FROM ANY PERSON OR COMPANY THAT HAS PROVIDED TO YOU A "NOTICE TO OWNER." FLORIDA'S CONSTRUCTION LIEN LAW IS COMPLEX AND IT IS RECOMMENDED THAT YOU CONSULT AN ATTORNEY.

FLORIDA HOMEOWNERS' CONSTRUCTION RECOVERY FUND NOTICE:

Payment may be available from the Construction Industries Recovery Fund if you lose money on a project performed under contract where the loss results from specified violations of Florida Law. For information about the Recovery Fund and filing a claim, contact the Florida Construction Industry Licensing Board, 1940 North Monroe Street, Tallahassee, Florida 32399-0783, phone: (850) 487-1395.

CHAPTER 558 NOTICE OF CLAIM:

CHAPTER 558, FLORIDA STATUTES CONTAINS IMPORTANT REQUIREMENTS YOU MUST FOLLOW BEFORE YOU MAY BRING ANY LEGAL ACTION FOR AN ALLEGED CONSTRUCTION DEFECT IN YOUR HOME. SIXTY DAYS BEFORE YOU BRING ANY LEGAL ACTION, YOU MUST DELIVER TO THE OTHER PARTY TO THIS CONTRACT A WRITTEN NOTICE REFERRING TO CHAPTER 558 OF ANY CONSTRUCTION CONDITIONS YOU ALLEGE ARE DEFECTIVE AND PROVIDE SUCH PERSON THE OPPORTUNITY TO INSPECT THE ALLEGED CONSTRUCTION DEFECTS AND TO CONSIDER MAKING AN OFFER TO REPAIR OR PAY FOR THE ALLEGED CONSTRUCTION DEFECTS. YOU ARE NOT OBLIGATED TO ACCEPT ANY OFFER WHICH MAY BE MADE. THERE ARE STRICT DEADLINES AND PROCEDURES UNDER FLORIDA LAW WHICH MUST BE FOLLOWED TO PROTECT YOUR INTERESTS.