

**HAWAII  
UNIFIED**



#808-695-8004  
HawaiiUnified.com

License# BC-30168

Customer Name: \_\_\_\_\_ Home #: \_\_\_\_\_ Alternate #: \_\_\_\_\_

Address (street, city, State, Zip): \_\_\_\_\_

Insurance Company: \_\_\_\_\_ Policy #: \_\_\_\_\_ Deductible: \$ \_\_\_\_\_

Referred by: \_\_\_\_\_ Email: \_\_\_\_\_ Claim #: \_\_\_\_\_

#### Contract Agreement

Contingent upon the insurance company approving the claim and paying for the damages, the Homeowner(s) agree to allow Hawaii Retail Services, LLC; doing business as Hawaii Unified Services to do the work for the insurance proceeds plus the deductible, per the insurance scope of loss, subject to the additional terms and conditions on the reverse side of this agreement. This contract is automatically terminated should either the insurance company deny the claim or if Hawaii Unified Services, and the insurance company cannot reach agreement on the claim amount. The Homeowner's out of pocket expense will not exceed the insurance policy deductible unless upgrades are added at the Homeowner's request or directive.

Please Sign below:

Homeowner(s): \_\_\_\_\_ Date: \_\_\_\_\_

Hawaii Unified Services Rep: **Gary Neece - 808-347-7309** Date: \_\_\_\_\_

Claim Approved – Scope of Work

Professionally Install:

Manufacture: \_\_\_\_\_ Year/Rating: \_\_\_\_\_ Color: \_\_\_\_\_

Contract Amount \$ \_\_\_\_\_ Upgrade Amount \$ \_\_\_\_\_ Total \$ \_\_\_\_\_

All checks are to be made to Hawaii Unified Services; Payments made to any parties other than Hawaii Unified Services will not be considered payment toward balance. An approximate start and completion date will be scheduled at the time the Homeowner pays the initial deposit. Completion date may be delayed due to weather, strike, or other circumstances beyond the Contractor's control.

Please Sign below:

Homeowner(s) \_\_\_\_\_ Date: \_\_\_\_\_

Interior damage: \_\_\_\_\_ Type of Roof: \_\_\_\_\_

Using Referral Program (Initial): \_\_\_\_\_ Paying Deductible (Initial): \_\_\_\_\_

## Terms and Conditions

This contract on the face hereof and any agreement made pursuant thereto between the parties Hawai'i Unified Services, and the Homeowner(s) (Customer) will be subject to all appropriate laws, regulations and ordinances, and to following the terms and conditions.

1. The customer verifies ownership in the property with complete authority to enter into this contract. Hawai'i Unified Services, agrees to perform all work included in the proposals supplied to the owner.
2. All materials provided by Hawai'i Unified Services are subject to Manufacturer's Warranty only. Hawai'i Unified Services makes no warranties, express or implied, including merchantability or fitness for a particular purpose, as to any material provided. All agreements contingent upon strikes, accidents or delays beyond our control. Customer to carry fire, tornado and other necessary insurance.
3. Customer will be liable to Hawai'i Unified Services, for any upgrades, additional work and/or any work that is not approved for payment by the Customer's insurance company. In such an event, Hawai'i Unified Services, will notify Customer of additional cost and Hawai'i Unified Services, will not install upgrades or perform additional work without the Customer's prior approval.
4. Hawai'i Unified Services has the right to substitute product brands and colors due to supplier shortages. These substitutes must be of equal quality or better and closely resemble the prior color selection.
5. Hawai'i Unified Services has the right to order excess material. These materials will not be charged above the agreed upon price. All excess materials are the property of Hawai'i Unified Services.
6. Payment: Customer agrees to pay Hawai'i Unified Services, insurance proceeds of the initial insurance payment prior to the start of work. The balance is due within 3 days of work completion. The dollar amount of the contract is the amount approved on the insurance company's final Scope of Loss plus any upgrades and/or overhead & profit. Any/all deductibles(s) are the responsibility of and will be paid by the Customer. The final payment in full shall not be delayed while waiting for inspections performed by the city, state or other organizations. Hawai'i Unified Services agrees to meet or exceed all local inspection requirements. Deposit to be made within 3 business days of receipt of initial insurance payment.
7. Supplement(s) paid by the insurance company for any additional labor and materials needed beyond the original scope of repairs shall be paid to Hawai'i Unified Services, Customer authorizes Hawai'i Unified Services to invoice the insurance company for additional repairs/supplements as necessary.
8. Default: Hawai'i Unified Services will invest significant time and expertise in this process. Should the Customer default on any payment the customer agrees to pay Hawai'i Unified Services, forty percent (40%) of the total contract amount as liquidated damages. Customer agrees to pay reasonable attorney fees, costs of collection, court cost, and interest if they default on any terms or conditions of said contract.
9. In the event the claim requires a public adjuster and/or attorney, Hawai'i Unified Services will have the exclusive right to do the work approved by the insurance company. In the event the Customer fails to comply under the provision of this paragraph, the Customer agrees to pay the contract amount as liquidated damages of forty percent (40%) to Hawai'i Unified Services. Customer agrees to pay reasonable attorney fees, cost of collection, court cost, and interest if they fail to comply on any terms or conditions of said contract.
10. If the insurance company approves the complete claim, the contingency clause on the front side of this contract is considered complete and the contingency is removed from this contract. Does not apply to partial approval.
11. Hawai'i Unified Services will make all reasonable efforts to protect property from any further damages, however it will not be held liable for damages to driveways, parking lots, walkways, lawns, shrubs or other floral or vegetation caused by Hawai'i Unified Services, or third parties equipment, materials, work force or debris.
12. Hawai'i Unified Services, is not responsible for any damage below the roof, due to leaks by excess wind of 60 mph, ice dams, hail, pre-existing or future construction defects caused by storms or lack of maintenance during the period of the warranty or damage to driveway caused by equipment.
13. Any provisions of this agreement held to be invalid or unenforceable, the validity and enforceability of the remaining provisions of this agreement shall not be affected hereby.
14. Any representation, statements or other communications not written in this contract is agreed to be immaterial, and not relied on by either party, and do not survive the execution of this contract. This contract may be cancelled within 3 business days of the dated signed by mailing a certified letter to Hawai'i Unified Services, 84-1170 Farrington Hwy, Suite C-1, Makaha, HI 96792 prior to any assistance, negotiating of the insurance claim, or work performed by Hawai'i Unified Services, on behalf of the Customer. After completion of said 3 business days the contract is binding on all parties.