

CLIENT NAME _____



COMMERCIAL PRIORITY RESPONSE PROGRAM

This AGREEMENT, made this _____ by and between _____, an authorized franchisee of ServiceMaster Clean/Restore SPE LLC ("ServiceMaster Restore") and _____ (the "Client") located at _____ represents an alliance between SERVICEMASTER RESTORE and the Client for the purpose of standardizing various Emergency and Restoration services typically provided by SERVICEMASTER RESTORE, and outlining terms under which these services will be rendered.

TERMS AS SET FORTH UNDER THIS AGREEMENT INCLUDE THE FOLLOWING:

- ▶ This agreement is non-binding on the Client unless and until the Client requests Emergency or Restoration Services from SERVICEMASTER RESTORE. Prior to such a request, this Agreement is an offer by SERVICEMASTER RESTORE to provide Emergency or Restoration services to the Client as set forth herein.
- ▶ SERVICEMASTER RESTORE will provide the Client with a telephone number that will permit direct access to Emergency Services from SERVICEMASTER RESTORE on a 24-hour per day, 7-day per week basis.
- ▶ Upon receipt of a request for Emergency services from the Client, SERVICEMASTER RESTORE will dispatch a Company representative to the job site immediately to assess the damage and determine the extent of Emergency Services needed.
- ▶ Emergency Services will include those activities and materials that SERVICEMASTER RESTORE determines to be necessary and appropriate to stabilize the environment and to prevent further damage to the property of the Client or the property for which the Client is responsible.
- ▶ This Agreement will be activated by communication from the Client, requesting that SERVICEMASTER RESTORE perform services, provide materials, and labor necessary, useful and appropriate to deal with a specific Emergency or Restoration event. Such communication from the Client hereby provides full consent and authority to SERVICEMASTER RESTORE to perform the services referenced herein.
- ▶ The Client will compensate SERVICEMASTER RESTORE, or cause the Client's insurance carrier to do so, for travel, administrative and other expenses reasonably incurred on behalf of the Client based on fees regularly charged by SERVICEMASTER RESTORE to its Clients for similar services and for costs incurred by SERVICEMASTER RESTORE for labor, materials and out of pocket expenses.

IT IS FURTHER UNDERSTOOD BY BOTH PARTIES THAT:

- ▶ The term of this Agreement shall be for One (1) Year and will automatically be renewed unless the canceling party provides written notice to the other party at least sixty (60) days prior to the expiration of the term.
- ▶ SERVICEMASTER RESTORE will provide equipment referenced on Exhibit "B", attached hereto and made a part hereof. Pricing for services stipulated on Exhibit "B" will be negotiated annually. Both parties may add other services to Exhibit "B" once agreed and submitted in writing.
- ▶ All terms, conditions, and individual pricing information will be pursuant to the terms and conditions contained herein. SERVICEMASTER RESTORE will be given preferred status as an approved provider of Emergency and Restoration services.
- ▶ In the unlikely event of a local, regional, or national catastrophe SERVICEMASTER RESTORE will prioritize response to Client's request for services in the order in which the call to SERVICEMASTER RESTORE is received.

THIS AGREEMENT TOGETHER WITH THE DOCUMENTS INCORPORATED HEREIN BY REFERENCE AND THE EXHIBITS HERETO EXPRESSES THE ENTIRE UNDERSTANDING OF THE PARTIES HERETO AND MAY NOT BE MODIFIED, ALTERED OR AMENDED EXCEPT BY WRITTEN CHANGE ORDER.

SERVICEMASTER RESTORE

By: _____
Authorized Signature

Date: _____

Print Name of CLIENT

By: _____
Print Name and Title

By: _____
Authorized Signature

Date: _____