



EMERGENCY SERVICES WORK AUTHORIZATION AGREEMENT

This Emergency Services Work Authorization Agreement (the "Agreement") is made this ____ day of _____, 2025, by and between:

Owner: _____
Address: _____ **City:** _____ **State:** _____ **ZIP:** _____ **Phone:** _____
Email: _____

and

Service Provider: NYSOM Enterprises INC DBA Space Coast Emergency Tarping
3425 Bayside Lakes Blvd SE, Suite 103, Palm Bay, FL 32909
1(877)321-8277
info@spacecoastemergencytarping.com

INSURANCE INFORMATION

Carrier Name: _____
Policy Number: _____
Date Of Loss: _____
Claim Number: _____

TERMS AND CONDITIONS

- 1. Scope of Work:** Service Provider agrees to perform emergency mitigation services, including but not limited to tarping, (the "Services") at the Owner's property listed above.
- 2. Property Access:** Owner grants Service Provider, its employees, representatives, subcontractors, and suppliers full access to the property to perform the Services. Owner acknowledges that Service Provider is providing temporary protective measures only and is not responsible for performing licensed construction, roofing, or permanent repairs.
- 3. Consent for Insurance Communication:** Owner authorizes Service Provider to communicate directly with Owner's insurance company, public adjuster, or legal representative regarding the claim related to this Service. Owner requests that all payments pertaining to Service Provider's work be paid directly to Service Provider by the Owner's insurance provider.
- 4. Temporary Nature of Services:** Owner understands and acknowledges that the services performed by Service Provider are emergency, temporary protective measures designed solely to mitigate further damage during the insurance claims process. The services are not permanent repairs and should not be relied upon as long-term solutions. Service Provider does not guarantee the services against future weather events, material failures, or unforeseen circumstances. If the Owner desires permanent repair or full restoration of the property, it is the Owner's sole responsibility to contact and retain a licensed construction or roofing professional. Service Provider will not provide permanent repair services.
- 5. Indemnification and Release of Liability:** Owner agrees to indemnify, defend, and hold harmless Service Provider, its employees, agents, independent contractors, and subcontractors from any and all claims, damages, injuries, or losses arising from pre-existing conditions of the property, hidden defects or structural deficiencies, subsequent weather events or natural disasters, Owner's failure to notify Service Provider promptly if the tarp or other mitigation measures become compromised, any damage to property contents or interior following the Services, accidents or injuries occurring on or near the service work area after Services are performed, and any claims arising from the acts or omissions of independent contractors or subcontractors engaged by Service Provider.
- 6. Insurance Waiver:** Service Provider is not liable for damages occurring after completion of Services unless caused solely by Service Provider's gross negligence. I acknowledge that NYSOM Enterprises Inc., DBA Space Coast Emergency Tarping, provides emergency mitigation services that are temporary and non-structural in nature. According to Florida Statute 489.103(6), activities limited to emergency protection, such as tarping, are exempt from contractor licensing and related insurance mandates. Because these services do not involve permanent construction, structural alterations, or regulated building activities, general liability insurance typically required for licensed contracting work is not mandated for this type of temporary service. Nevertheless, Space Coast Emergency Tarping remains committed to safe practices and professionalism while assisting property owners in protecting their assets during emergencies.
- 7. Responsibility for Maintenance:** The Owner is not responsible for setting, securing, or re-securing the tarp or any other mitigation measures. If any mitigation installed becomes dislodged or compromised, Owner agrees to immediately notify Service Provider. Service Provider will dispatch a team to resecure or adjust the mitigation as needed. However, if the Owner fails to notify Service Provider and additional damage occurs, Owner assumes responsibility for that damage.
- 8. Financial Responsibility:** Owner is not financially responsible for payment of services unless the Owner cancels the insurance claim in reference, impedes or obstructs said claims process, provides false or misleading information regarding insurance coverage, or falsely claims an active policy or omits prior claim history impacting coverage. If any of the above occur, the Owner agrees to pay Service Provider the full invoiced amount for all services rendered.
- 9. Documentation Consent:** Owner consents to Service Provider taking photographs, video, and written documentation of the property before, during, and after the Services for the purposes of insurance documentation, service verification, and Service Provider's internal records.
- 10. Sensitive Insurance Information:** Owner acknowledges and consents that Service Provider may receive, review, and use sensitive insurance-related information solely for the purpose of assisting with the emergency services, verifying service completion, and facilitating insurance claim processing. Service Provider will maintain strict confidentiality of all sensitive insurance information and will not disclose such information to any third party unless required by law or necessary to assist in the insurance claim process.
- 11. Independent Contractor Relationship:** Owner acknowledges that Service Provider may utilize independent contractors to perform some or all services. These individuals are not employees of Service Provider, and Service Provider assumes no liability for their actions beyond coordination of the requested emergency service.
- 12. Conclusion of Services:** Upon receipt of final payment from the Owner's insurance provider or confirmation of claim settlement, Service Provider's obligations under this Agreement shall be deemed fully satisfied. Service Provider shall not be required to return to the property for any additional services, maintenance, or inspections unless otherwise agreed upon in writing.
- 13. Termination of Agreement:** If the Owner's insurance provider denies coverage for emergency services and no interference or false information from the Owner is involved, both parties are released from this Agreement unless otherwise agreed upon in writing.
- 14. Force Majeure:** Service Provider shall not be held liable for delays, failures, or damages caused by acts of God, severe weather, labor disputes, acts of war, pandemics, governmental restrictions, or any other event beyond Service Provider's reasonable control.
- 15. Waiver of Subrogation:** Owner waives any right of subrogation against Service Provider by any insurance provider or third party for claims arising out of the Services provided under this Agreement.
- 16. Severability:** If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.
- 17. No Warranties Disclaimer:** Service Provider makes no warranties, express or implied, regarding the materials, workmanship, or performance beyond reasonable emergency installation. Owner acknowledges that services provided are temporary protective measures only.
- 18. FL Licensing Requirements:** I acknowledge and understand that emergency mitigation services, including tarping, provided by NYSOM Enterprises Inc., DBA Space Coast Emergency Tarping, are considered temporary protective measures and do not require a contractor's license under Florida law. As outlined in Florida Statute 489.103(6), temporary services performed to prevent further damage to property are specifically exempt from state contractor licensing requirements. These critical services help safeguard properties until permanent repairs can be made by licensed contractors where necessary.
- 19. Entire Agreement:** This Agreement constitutes the full and complete understanding between the parties. No oral statements or prior agreements shall have any force or effect.

OWNER SIGNATURE: _____

Date: ____ / ____ / ____

SERVICE PROVIDER REPRESENTATIVE SIGNATURE: _____ **Date:** ____ / ____ / ____

