

THE ESTIMATE COMPANY

Service Agreement & Contractor Authorization

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1. PARTIES

This Service Agreement ("Agreement") is entered into as of the date signed below by and between:

- **Service Provider:** The Estimate Company, operating under the DBA indicated in the signature block below ("TEC" or "Service Provider").
- **Client:** The roofing contractor, company, or individual identified in the signature block below ("Client" or "Contractor").

By signing this Agreement, Client engages TEC to perform the services described herein and agrees to be bound by all terms and conditions set forth below.

2. SCOPE OF SERVICES

TEC may provide any combination of the following services as requested by Client:

- **Insurance Supplement Services:** Review of carrier-approved insurance estimates, preparation of supplement documentation identifying missed or underpaid line items, submission to carriers, and carrier follow-up until resolution.
- **Retail Roofing Estimates:** Preparation of itemized roofing estimates (residential or commercial) using Xactimate or comparable estimating software, delivered as a PDF and/or native file.
- **Additional Estimating Services:** Including but not limited to tree damage, emergency tarps, fencing, commercial scope, and related insurance or retail estimates as agreed upon per job.

TEC reserves the right to decline any project at its sole discretion. Acceptance of a project is confirmed when TEC begins work or provides written confirmation.

3. FEES & COMPENSATION

3.1 — Insurance Supplement Fees

For supplement services on claims where TEC is supplementing items that have already been approved by the carrier (i.e., increasing the scope of an existing approval), the fee is **15% of the gross supplemental recovery** — meaning 15% of the difference between the carrier's original approved amount and the final revised approval attributable to TEC's work.

For claims where TEC is attempting to fully overturn a denial or achieve a full re-scope of a previously denied or severely underpaid claim, the fee is **between 5% and 7.5% of the total approved recovery**, determined solely at TEC's discretion based on the complexity, time, and effort required to resolve the claim. Factors TEC considers include the number of carrier interactions, length of the dispute, and the total amount recovered — for example, a claim requiring weeks of back-and-forth may be billed at 7.5%, while a claim resolved quickly or involving an unusually large recovery may be billed at 5%. TEC will communicate the applicable rate to Client and endeavors to be fair in all cases. In the absence of a specific written rate agreed upon prior to commencement of work, the standard 15% rate applies.

Supplement fees are earned upon carrier approval of supplemented items. Client agrees that fees are due regardless of when the carrier issues payment to the Client, and regardless of whether Client collects from the carrier.

3.2 — Retail & Emergency Estimate Fees

For retail roofing estimates and full photo review estimates (including emergency repair estimates), fees are charged based on the total estimated value of the work per structure, as follows:

Estimate Value (per structure)	Fee
\$0 – \$10,000	\$150
\$10,001 – \$25,000	\$200
\$25,001 – \$50,000	\$300
\$50,001 – \$100,000	\$400
\$100,001 – \$250,000	\$500
\$250,001 – \$500,000	\$750
\$500,001 – \$1,000,000	\$1,250
\$1,000,000+	\$2,000

Fees include a full photo review, estimate preparation per structure, and emergency repair estimates where applicable. Retail estimate fees are due in full prior to delivery of the completed estimate unless otherwise agreed in writing. Where payment is collected through TEC's online order system, delivery of the estimate constitutes fulfillment of TEC's obligation.

3.3 — Invoicing

TEC will issue invoices to Client via email. Invoices are due within **14 days** of the invoice date unless otherwise specified. TEC reserves the right to suspend services on any active or future projects for Client if any invoice remains unpaid beyond 30 days.

4. PAYMENT TERMS & LATE FEES

All fees are due as specified in Section 3. If any invoice is not paid within 30 days of the due date:

- A late fee of **1.5% per month** (18% annually) will be applied to the outstanding balance.
- TEC may suspend all active work for Client until the account is brought current.
- TEC may pursue collection through any lawful means, including but not limited to small claims court, civil litigation, or referral to a collections agency.
- Client agrees to reimburse TEC for all reasonable costs of collection, including attorney's fees, court costs, and collection agency fees.

TEC recognizes that circumstances outside a contractor's control — such as a homeowner failing to issue payment, a job being lost mid-process, or a carrier dispute — can affect a Client's ability to pay supplement fees on a given claim. In such cases, TEC and Client agree to work in good faith toward a fair resolution. A minimum fee of **\$150 per affected claim** may apply to compensate TEC for time and work performed, though TEC reserves the right to reduce or waive this amount based on the circumstances. For Clients with an established relationship and strong payment history, TEC will take that history into account — one or two isolated incidents within any six-month period may be resolved without charge at TEC's sole discretion. This provision does not apply to disputes with the carrier over the approved amount; fees are owed on all carrier-approved recoveries regardless of when the carrier issues payment.

5. CLIENT RESPONSIBILITIES

Client agrees to:

- Provide TEC with all documentation reasonably necessary to perform the requested services, including but not limited to: carrier estimate PDFs, roof measurement reports (EagleView or equivalent), photo documentation, and any prior correspondence with the carrier.
- Respond to TEC's requests for information within a reasonable time. Delays caused by Client's failure to respond may delay delivery and do not reduce Client's payment obligation.
- Ensure all documentation provided to TEC is accurate and complete to the best of Client's knowledge.
- Not submit supplement documentation prepared by TEC to any carrier without TEC's knowledge. Any misuse of TEC's work product that results in a denial or dispute remains Client's liability.
- Promptly notify TEC of any carrier approval, payment, or denial related to a claim TEC is actively working.

6. TERM & TERMINATION

This Agreement begins on the date signed and remains in effect for all projects submitted by Client until terminated. Either party may terminate this Agreement with **14 days written notice**. Termination does not relieve Client of payment obligations for work already performed or in progress.

If Client terminates a supplement engagement after TEC has begun work but before carrier resolution, TEC is entitled to a pro-rated fee based on work completed, with a minimum fee of **\$150 per claim**.

7. CONFIDENTIALITY

Both parties agree to keep confidential any proprietary information, pricing, processes, or client data shared in the course of this Agreement. TEC will not share Client's claim data or property owner information with any third party except as required to perform the services (e.g., carrier submission).

8. LIMITATION OF LIABILITY

TEC's liability to Client for any claim arising out of or related to this Agreement shall not exceed the total fees paid by Client to TEC in the 90 days preceding the claim. TEC is not liable for carrier decisions, claim denials, payment delays, or outcomes outside TEC's direct control.

TEC makes no guarantee of any specific supplemental recovery amount or estimate value. Results depend on documentation quality, carrier policies, and adjuster decisions.

9. DISPUTE RESOLUTION

The parties agree to attempt to resolve any dispute informally within 14 days of written notice. If unresolved, disputes shall be submitted to binding arbitration in the state of South Carolina under the rules of the American Arbitration Association. The prevailing party shall be entitled to recover reasonable attorney's fees and costs.

10. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of South Carolina, without regard to conflict of law principles.

11. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties with respect to the subject matter herein and supersedes all prior discussions, representations, or agreements. Any modification to this Agreement must be in writing and signed by both parties.

SIGNATURES

The party executing on behalf of The Estimate Company shall write in the entity name on the signing entity line below.

SERVICE PROVIDER — THE ESTIMATE COMPANY	CLIENT / CONTRACTOR
Signing Entity: _____ d/b/a The Estimate Company	Signing Entity / Company Name: _____
Signature: _____	Signature: _____
Printed Name: Kyle Hamrick	Printed Name: _____
Title: Owner / Licensed IA	Title: _____
Date: _____	Date: _____
Email: kyle@theestimatecompany.com	Email: _____
Phone: 864-804-3875	Phone: _____

By signing above, both parties acknowledge that they have read, understood, and agree to be bound by all terms of this Agreement. This Agreement may be executed in counterparts, including via electronic signature, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.