KB Restoration / Khan Brothers Construction Inc.

Unit 16, 1940 Eglinton Avenue East, Scarborough, Ontario M1L 4R1, Canada

Tel (647) 704-0801 | infokhanbrothersconstruction@gmail.com | kbrestoration.ca

24/7 EMERGENCY RESTORATION | GTA & ONTARIO

CONTRACT DATE

JOB / REFERENCE NO.

RESTORATION SERVICE AGREEMENT & WORK AUTHORIZATION

1. Parties and Documents
This Agreement is between KB Restoration / Khan Brothers Construction Inc. ("KB Restoration") and the Customer named on this Agreement, who confirms they own the property or are authorized by the owner. The Agreement consists of this document, the written estimate or scope of work, any documented emergency authorization, and any signed change orders. The KB Restoration Terms & Conditions are a separate information document; if they differ from this signed Agreement, this Agreement and applicable law govern.

2. Inspection and Assessment
The Customer authorizes KB Restoration to enter the property to inspect and assess the damage, take photographs and moisture readings, and prepare a written estimate or scope of work. Inspection and assessment alone do not authorize any other work.

3. Emergency Water Extraction and Mitigation
Emergency extraction and mitigation (such as stopping water where safe, extracting standing water, containment and protecting contents to limit further damage) is performed only when the Customer specifically authorizes it in the Work Authorization section or another written record.

4. Structural Drying and Demolition
Structural drying (air movers, dehumidifiers and moisture monitoring) and removal of damaged materials such as drywall, insulation or flooring are performed only to the extent the Customer authorizes them in writing. Removal beyond the authorized area requires further written approval.

5. Reconstruction, Repairs and Authorized Scope
Reconstruction and repairs require a separate written estimate or scope approved by the Customer. KB Restoration will perform only the services specifically identified and approved in the written scope of work, estimate, or documented emergency authorization, except where otherwise permitted by applicable law.

6. Additional Work and Change Orders
Any additional work or change in scope, price or schedule will be explained to the Customer and recorded in a written change order stating the work and price, approved by the Customer before that work begins. The restoration checklist is a work tracking and completion record only and does not authorize any service.

7. Insurance and Deductibles
KB Restoration does not guarantee insurance coverage, claim approval or payment. Coverage is decided by the insurer under the Customer's policy. The Customer remains responsible for properly authorized work under the agreed payment terms, including any deductible and amounts the insurer does not pay, subject to applicable law. Deductibles are shown openly on invoices and will not be waived, hidden or offset through inflated or false pricing. An insurance estimate, approved scope or supplement does not by itself authorize additional work.

8. Insurance Communication
KB Restoration will communicate with the Customer's insurer or adjuster only if the Customer signs the optional Insurance Communication Authorization in this Agreement or otherwise authorizes it in writing. That authorization is limited to the named claim, may be withdrawn in writing, does not guarantee that the insurer will share information, and does not transfer or assign the Customer's claim or legal rights.

9. Price and Payment
The total price or pricing method, HST, deposit, progress payments and milestones, final balance, payment due dates and estimated dates are stated in the Price section of this Agreement and the written estimate. No interest, late-payment charge or cancellation fee applies unless it is written in this Agreement or the estimate, agreed by the Customer, and permitted by law. Secure payment authorization may be completed separately through KB Restoration's approved payment processor. Signing this Agreement does not by itself authorize a card charge.

10. Residential, Commercial and Emergency Agreements
Ontario consumer protection law applies to individuals acting for personal, family or household purposes and generally does not apply to businesses or commercial property owners. Cancellation rights also depend on where and how the Agreement is made (for example, at the Customer's home, at KB Restoration's office, or remotely). Customers therefore do not all have identical cancellation rights.

11. Cancellation and Consumer Rights
If this is a consumer agreement made at the Customer's home or anywhere other than KB Restoration's business premises (a direct agreement), the Consumer Protection Act, 2002 (Ontario) gives the Customer the cancellation rights in the notice in this Agreement. Other statutory rights may apply, including where required information is missing. If the Customer asks for emergency work to begin during the cooling-off period, any amount payable after cancellation is limited to what the law permits. The Consumer Protection Act, 2002 is the Act currently in force; the Consumer Protection Act, 2023 applies only once proclaimed in force. Nothing in this Agreement waives or limits any statutory right.

12. Customer Responsibilities
The Customer will provide reasonably safe access to the work area and the electricity and water needed for authorized work; disclose known hazards (including asbestos, mould, structural damage or electrical risks); remove, protect or identify valuables and fragile belongings; keep drying equipment running and in place unless KB Restoration advises otherwise or immediate safety requires it; and promptly report concerns or equipment problems.

13. Workmanship and Liability
KB Restoration will perform authorized services with reasonable care, skill and workmanship, consistent with applicable laws and accepted industry practice, and is responsible for loss caused by its negligence. Pre-existing damage and concealed conditions will be documented with photographs and communicated where practical. Nothing in this Agreement excludes or limits rights, remedies or liabilities that cannot legally be excluded or limited.

14. Records and Privacy
Photographs, moisture readings, inspection records and project documents are collected and used for restoration, insurance, billing and recordkeeping purposes and handled under applicable Canadian privacy law, including PIPEDA where it applies. Information is shared with insurers, subcontractors or service providers only where authorized or permitted by law, and photographs are not used for public marketing without separate consent. The optional printed payment authorization records the cardholder's name, card number, expiry date, billing address, amount, signature and date, never the CVV/security code; completed forms are kept confidential with restricted access and securely destroyed when no longer needed. Online card collection is optional through a PCI-compliant processor; full card numbers, expiry dates and security codes are never stored in the website database or generated documents.

15. Disputes, Signatures and Governing Law
The parties will first try to resolve concerns by contacting each other in writing; this does not limit the Customer's right to complain to Consumer Protection Ontario or go to court. This Agreement may be signed by hand or electronically under Ontario's Electronic Commerce Act, 2000, and the Customer will receive a complete copy. Downloading or viewing this document is not acceptance or signature. Ontario law and applicable Canadian law govern.

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RESTORATION SERVICE AGREEMENT & WORK AUTHORIZATION (CONTINUED)

YOUR RIGHTS UNDER THE CONSUMER PROTECTION ACT, 2002 (applies to consumer agreements made at your home or anywhere other than our business premises; may not apply to business or commercial customers):
You may cancel this agreement at any time during the period that ends ten (10) days after the day you receive a written copy of the agreement. You do not need a reason to cancel during this 10-day period. If KB Restoration does not make delivery or begin performance within 30 days after the delivery or commencement date in this agreement, you may cancel at any time before delivery or performance begins; if you agree to accept delivery or performance after the 30 days, you lose this right. You may have other cancellation rights under the Act. To cancel, give notice to KB Restoration at the address in this agreement by any method that lets you prove you gave notice, including registered mail, email or personal delivery. If you cancel, KB Restoration has fifteen (15) days to refund any payment you have made. For more information, contact Consumer Protection Ontario.

CUSTOMER INFORMATION

CUSTOMER FULL LEGAL NAME

PHONE NUMBER

PROPERTY / PROJECT ADDRESS

EMAIL ADDRESS

CREDIT CARD PAYMENT AUTHORIZATION (OPTIONAL - SEPARATE FROM AUTHORIZATION TO PERFORM WORK)

CARDHOLDER FULL NAME

CREDIT CARD NUMBER

EXPIRY DATE (MM/YY)

BILLING ADDRESS

AUTHORIZED PAYMENT AMOUNT

CARDHOLDER SIGNATURE

AUTHORIZATION DATE

The cardholder authorizes KB Restoration to charge only amounts properly due under this signed Agreement and its agreed payment terms, up to the authorized amount, subject to applicable law. This payment authorization does not authorize any work. Do not write the CVV/security code on this form.

WORK AUTHORIZATION (CHECK ONLY THE WORK THE CUSTOMER AUTHORIZES)

WRITTEN ESTIMATE / SCOPE OF WORK REFERENCE

☐ 1. Inspection and assessment ☐ 2. Emergency extraction / mitigation ☐ 3. Structural drying / demolition ☐ 4. Reconstruction / repairs (per estimate)

5. Additional work: only by a separate written change order signed by the customer.

EMERGENCY WORK SPECIFICALLY AUTHORIZED (DESCRIBE AREAS AND SERVICES)

☐ Customer requests that authorized emergency work begin immediately, including during any cooling-off period (see sections 10-11 and the notice).

PRICE AND SCHEDULE (NO INTEREST, LATE FEES OR CANCELLATION FEES UNLESS WRITTEN HERE OR IN THE ESTIMATE AND PERMITTED BY LAW)

TOTAL CONTRACT PRICE OR PRICING METHOD

APPLICABLE HST (13%)

DEPOSIT AMOUNT

PROGRESS PAYMENT AMOUNTS AND MILESTONES

FINAL BALANCE

PAYMENT DUE DATES

ESTIMATED START DATE

ESTIMATED COMPLETION DATE

CUSTOMER INITIALS: ADDITIONAL CHARGES APPROVED

Additional charges apply only after the customer approves a written change order.

OPTIONAL INSURANCE COMMUNICATION AUTHORIZATION

I authorize KB Restoration to communicate with my insurer and adjuster about the claim below and to request related claim information, including estimates, approved scopes, payment breakdowns, deductibles and supplements. This authorization is limited to this claim, may be withdrawn in writing, does not guarantee the insurer will disclose information, and does not transfer my claim or legal rights. It does not authorize any work.

INSURANCE COMPANY

CLAIM NUMBER

ADJUSTER NAME, PHONE AND EMAIL

CUSTOMER SIGNATURE (INSURANCE COMMUNICATION)

AUTHORIZATION DATE

CUSTOMER ACKNOWLEDGMENT AND SIGNATURES

☐ I have received or been given access to this complete Agreement and the separate KB Restoration Terms & Conditions before signing.
☐ I understand that only the work recorded in the written scope, estimate or documented emergency authorization is authorized, and that additional work requires my prior written approval.
☐ I have received the statement of my cancellation rights under the Consumer Protection Act, 2002, and understand these rights depend on the type of agreement.

CUSTOMER SIGNATURE

SIGNATURE DATE

KB RESTORATION REPRESENTATIVE SIGNATURE

DATE

By signing, the customer confirms they are the owner or authorized by the owner and authorize only the work recorded in this Agreement.

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RESTORATION JOB CHECKLIST - WORK TRACKING AND COMPLETION RECORD

Mark each step Complete (C), Pending (P) or Not Applicable (N/A). This checklist records work progress only. It is not authorization for any service; only work approved in the written scope, estimate, emergency authorization or a signed change order is authorized.

1. INITIAL INSPECTION	C	P	N/A
Property inspection and safety assessment	☐	☐	☐
Identify water source and damage category	☐	☐	☐
Inspect affected rooms, walls, ceilings, and flooring	☐	☐	☐
Take photographs and moisture readings	☐	☐	☐
Document affected materials and equipment requirements	☐	☐	☐

2. EMERGENCY WATER EXTRACTION	C	P	N/A
Stop water source where safe and authorized	☐	☐	☐
Extract standing water	☐	☐	☐
Extract water from affected flooring and accessible areas	☐	☐	☐
Protect unaffected contents and materials	☐	☐	☐

3. DEMOLITION / MITIGATION	C	P	N/A
Establish containment when required	☐	☐	☐
Remove damaged materials when authorized	☐	☐	☐
Remove affected drywall, insulation, or flooring where necessary	☐	☐	☐
Dispose of debris safely	☐	☐	☐

4. CLEANING AND SANITIZATION	C	P	N/A
Clean affected surfaces	☐	☐	☐
Apply appropriate sanitation or contamination controls	☐	☐	☐
Address sewage or mold contamination using appropriate procedures	☐	☐	☐

5. STRUCTURAL DRYING	C	P	N/A
Install air movers	☐	☐	☐
Install dehumidifiers	☐	☐	☐
Record temperature and humidity	☐	☐	☐
Monitor moisture levels and drying progress	☐	☐	☐
Verify drying goals have been achieved	☐	☐	☐
Remove drying equipment	☐	☐	☐

6. RESTORATION AND REPAIRS	C	P	N/A
Inspect structural components	☐	☐	☐
Replace insulation and drywall as authorized	☐	☐	☐
Complete taping, mudding, sanding, and painting	☐	☐	☐
Repair or replace flooring, trim, and other approved materials	☐	☐	☐

7. FINAL INSPECTION	C	P	N/A
Verify final moisture readings	☐	☐	☐
Complete final cleaning	☐	☐	☐
Take completion photographs	☐	☐	☐
Review completed work with the homeowner	☐	☐	☐
Document outstanding work, if any	☐	☐	☐

8. JOB COMPLETION AND SIGNATURES

TECHNICIAN NAME

JOB COMPLETION DATE

TECHNICIAN SIGNATURE

CUSTOMER JOB-COMPLETION ACKNOWLEDGMENT

ADDITIONAL NOTES