



**NOTE: The Information Sheet, the Time and Materials Contract-CAT, All Exhibits to the Contract, all Change Orders, and All Addenda to the Contract, are to be Considered Together, and Shall Constitute the "Complete Agreement" Between the Parties.**

<b>OWNER/CUSTOMER INFORMATION</b>	
Project Name	
Project Address	
Project Contact Numbers	Cell:                      Secondary:
Email	
<b>BILLING INFORMATION</b>	
Company Name	
Company Address	
Billing Contact Phone and Email	



## TIME AND MATERIAL CONTRACT WITH INCORPORATED UNIT RATE SCHEDULE AND EXHIBITS

**THIS SERVICE CONTRACT** ("Contract") is entered on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between \_\_\_\_\_ ("Customer") with regard to services to be performed upon property located at: \_\_\_\_\_ and "Service Provider" ) Royal Plus, Inc.

**1. TERM:** This Contract (which shall be deemed to consist of the Information Sheet, Exhibits A through C, any other Exhibits or Addenda to which the parties shall mutually agree, and which may be referred to collectively as the "Complete Agreement"), shall commence on the date hereof and shall continue until the services performed pursuant to the Scope of Work as described below is completed by Royal Plus, Inc., &/or its strategic partners, its other authorized agents, or assigns (hereinafter referred to collectively as "Service Provider.")

**2. AUTHORIZATION FOR SERVICES:** Customer, or Customer's specifically authorized agent for the above loss address ("Property") authorizes Service Provider to enter the property and furnish all labor, materials, consumables, equipment, tools, subcontract services, specialty items and reimbursable items required to complete the work described in the Scope of Work defined in Item 3, below. The parties hereto may make changes in the work to be performed hereunder by written or verbal modification to the Scope of Work agreed to by both parties. Verbal modifications must be followed up in writing, and signed by both parties, to be considered an Addendum to this Contract.

**3. SCOPE OF WORK:** Service Provider will furnish all labor, materials, consumables, equipment, tools, subcontract services, specialty items and reimbursable items required to perform emergency service (the "Services") necessary to mitigate the property damage in accordance with industry standards. Customer understands that the services and equipment required for each situation are dependent on the size and nature of the loss. They are impossible to determine beforehand, with specificity. The services listed below are strictly by way of example and are not exhaustive. Customer understands and acknowledges that the list below demonstrates some of the services that may be required to mitigate the property damage in accordance with industry standards. Some of the necessary services may include, but are not limited to the following:

• <i>Mitigation &amp; Remediation</i>	• <i>Demolition/Removal of Irreparably Damaged Building Material</i>
• <i>Interior Debris &amp; Water Removal</i>	• <i>Application of Deodorizers, Sanitizers &amp;/or Anti-Microbials</i>
• <i>Exterior Debris Removal &amp; Clean-Up</i>	• <i>Subcontract Services, to be provided by 3rd Party Vendors</i>
• <i>Contents &amp; Structure Cleaning</i>	• <i>Interior Dry-Out, Environmental Control &amp; Climate Controls</i>
• <i>Emergency/Auxiliary Power</i>	• <i>Engaging 3rd Party Labor Vendors, as needed to Complete Scope</i>
• <i>Power Distribution, including Fuel</i>	• <i>Other Services &amp; Equipment known to be needed at time of loss</i>

**4. JURISDICTION, VENUE AND GOVERNING LAW:** This Contract is subject to and shall be construed in accordance with the laws of the State of Maryland, unless applicable law requires otherwise. If any terms of this Contract are invalid or unenforceable under any statute, regulation, ordinance, executive order or other rule of law, such term shall be deemed reformed or severed only to the extent necessary to comply with such statute, regulation, ordinance, order or rule, and the remaining provisions of this Contract shall remain in full force and effect. Nothing contained herein shall be construed in favor of, or against, either party, simply by virtue of that party's drafting of, or contribution to, the language or terms of any portion of this Contract or the Addenda, Attachments, and Exhibits hereto.

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**5. INVOICE AND PAYMENT:** Royal Plus, Inc., shall submit to Customer periodic invoices outlining amounts due in accordance with the rate schedules herein contained. Regardless of the form of the billing, Royal Plus Inc., shall bill and Customer shall pay in and in accordance with the Consideration and Terms and Unit Rate Schedule attached hereto as Exhibits A and B. If customer disputes any charges on any invoices, the disputed items and the nature of the dispute shall be clearly identified in writing by Customer within 10 days of receipt of the invoice, or within. Draws not paid when due, or Invoices not paid, within ten (10) days of due date shall accrue interest at the rate of 1.5% per month, or 18% annually, or the maximum allowed by law, if different from the rate stated herein. Customer shall not unreasonably withhold any payment or party of payment for any invoice or item on an invoice which is not based on a legitimate a reasonable dispute about which Service Provider has received notice within 10 days of invoice.

**6. TERMS OF COMPENSATION:** Customer agrees to and shall pay Royal Plus, Inc., the amount specified on its invoice(s) as submitted to customer for the project and at the rates set forth in the Exhibits hereto, including, but not limited to the Unit Rate Schedule and Consideration and Terms. Customer further agrees to pay Royal Plus Inc. an Emergency Draw of 20% (Twenty Percent) of agreed ROM (Rough Order of Magnitude) within 10 days of signing this contract and an additional 25% (Twenty Five Percent) within 3 days of work completion. **(Not to Exceed 3 Days)**. Royal Plus, Inc. reserves the right to stop work if this emergency draw, or any other invoice submitted, is not paid in a timely fashion. Royal Plus Inc. will give customer at least 24 hours' notice of the intent to stop work. Royal Plus, Inc., will request additional draws for work completed and shall bill in accordance with the Scope of Work and shall be compensated by the Customer for its services hereunder, based on the Considerations and Terms, which are attached hereto as Exhibit A, and made a part hereof, the prices stated in the Unit Rate Schedule, which attached hereto as Exhibit B, and made a part hereof, and any Addendum hereto, which is/are attached hereto and made a part hereof, as if fully set forth herein. Odor Removal or Treatment may be billed and compensated under a separate quote, unless otherwise specifically noted in this Contract.

**7. INDOOR AIR QUALITY (IAQ) STATEMENT:** Royal Plus Inc., shall not be responsible for the identification, testing, sampling, or removal of microbial growths, hazardous materials, and/ or other environmental pollutants now existing in any affected areas at higher than acceptable levels. Royal Plus Inc., recommends that, if Owner has any concerns relative to IAQ or if the property has a history of moisture- related problems, Customer should have, at Customer's own Cost and separate from Service Provider's fees, an indoor air quality pre-test conducted by an Industrial Hygienist or Indoor Environmental Professional (IEP) to determine and identify the existence of any microbial growth, hazardous materials, and/or other environmental pollutants, to develop a protocol for the their removal, abatement, or remediation (to be performed by an appropriately licensed and experienced Service Provider), and to conduct a post-test to determine that these growths, materials, or other pollutants now exist in affected areas at acceptable levels. If necessary, Royal Plus, Inc. may hire an Industrial Hygienist to perform certain services on behalf of the customer, such as but not limited scoping, testing, sampling, monitoring, or reporting. Royal Plus, Inc. may not be liable for any health, environmental, property damage, or other claims, of any kind or nature, related to IAQ at the property, and Customer hereby agrees to release, indemnify, and hold Royal Plus Inc., harmless relative to any and all such claims related to IAQ.

**8. RESPONSIBILITY FOR PAYMENT/ASSIGNMENT OF INSURANCE:** Customer hereby acknowledges full responsibility for payment of all sums due hereunder, and agrees to pay Royal Plus, Inc., for services as follows: Upon receipt of each Invoice. **Such payment is not dependent in any way on insurance coverage for the loss, including FEMA and National Flood Insurance, or the receipt of insurance payment by Customer.** If Customer has

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hazard and/or other insurance with that may cover all or part of the work hereunder, Customer authorizes and directs said insurance company to make payment directly to Royal Plus, Inc., for said work and Customer assigns and transfers to Royal Plus, Inc., all right to collect and receive payment for the work from said insurance company. Customer agrees to endorse to Royal Plus, Inc., any insurance checks issued for said work promptly upon receipt of such insurance check. Failure to return the check to Royal Plus, Inc., within ten (10) days of receipt shall constitute a default hereunder. Customer further understands and agrees that if any insurance payment made on Customer's behalf fails to satisfy the obligation owed Royal Plus, Inc., in full, Customer will be responsible for any balance due, whether the same represents Customer's deductible under said policy, any depreciation, upgrade or otherwise. Customer agrees that Customer cannot delay or withhold payment to Royal Plus, Inc., resulting from any dispute that Customer may have with his/her insurance company, or any other party. This includes, but is not limited to, disputes over coverage, the nature of the loss, the value of the property, the amount tendered as payment to Customer under the policy, or disputes that are the result from third party recommendations. Customer will pay Royal Plus, Inc., in a timely manner and in accordance with the invoice and payment schedule contained herein, notwithstanding any dispute about which Royal Plus, Inc., has not received proper and timely notice. Nothing contained herein shall be construed to prevent Royal Plus, Inc., from establishing a Mechanics, Material, and/or Labor Liens, pursuant to applicable law, on the real property upon which the Scope of Work is performed, except where specifically prohibited by law.

**9. DISCLOSURE NOTICE TO CUSTOMER:** Royal Plus, Inc., reserves the right to withhold a percentage or negotiate early payment discounts to vendors and/or subcontractors and other Service Providers, which pay their invoices within a specific timeline. Royal Plus, Inc., assumes the risks by paying all vendors, subcontractors, and other Service Providers' invoices during the project. No earned discounts as described above will be listed as project credits or applied as project credits and full value of invoice will be included in the bill.

**10. DIGITAL RESOURCE TRACKING:** To ensure timely and accurate recordkeeping, Royal Plus may utilize digital resource tracking, including barcoded equipment and crew sheets. Customer acknowledges and agrees to accept digital logs, verifications, and signatures.

**11. REFERRALS DISCLOSURE:** Royal Plus, Inc., reserves the right to pay third parties marketing fees, referral fees, and the like, based upon the value of the services it renders relative to this project, or an individual phase thereof where applicable by law.

**12. INDEMNITY:** Each party agrees to indemnify and hold harmless the other party hereto and the other party's shareholders, partners, directors, officers, employees and agents, from and against any and all claims, demands, causes of action and liabilities of any nature, whether for damages to property, and/or the conditions to which this Contract pertains, to the extent that any such claim, demand, cause of action and/or liability is attributable to the breach of contract, negligence or other fault of the indemnifying party.

**13. WARRANTY – EMERGENCY REPAIRS and/or MITIGATION:** The term "Mitigation," for purposes of this Contract, means the following: Taking specific action, in accordance with recognized professional standards, to reduce and attempt to eliminate the impacts and risks of a specified hazard or hazards. (Examples include water intrusion and mold contamination.) Service Provider and Customer acknowledge that the property, which is the subject of the work, has been involved in a fire, flood, or other catastrophe. The nature and extent of the actual damages sustained by the structure are often not fully able to be determined until the work is well underway. Service Provider will perform the work in a professional and skillful manner, using recognized professional

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standards for mitigation and/or temporary repair. However, due to the unforeseeable nature of the actual damage to the structure, Service Provider cannot, and therefore does not, guarantee that any of the property will be operational or free from defect following completion of the work.

Moisture problems within the property should be identified, located, and corrected or controlled as soon as possible. Failure to do so may further hinder the mitigation and repair efforts of Service Provider. Unless otherwise specifically agreed in writing, signed by both parties hereto, it is the responsibility of the Customer and/or Property Owner, and not the Service Provider, to correct the source of the water intrusion, or to engage appropriate specialized experts to do so.

Water or sewage contaminated building that have been wet for an extended period of time or have been chronically wet over a period of time, can develop mold contamination. If Service Provider encounters mold growth during the course of the performance of this Contract, water damage mitigation and temporary repair efforts shall cease until the area of existing or suspected mold contamination is contained. Any mold remediation to be done by Service Provider will be the subject of a separate agreement and separate pricing structure unless contemplated specifically in the scope of this Complete Agreement. Service Provider, at its sole discretion and in its sole professional judgment shall determine what services, if any, can be continued while mold remediation is being performed.

**14. LEGAL REMEDIES:** Prior to initiating Court Action or Litigation, the parties agree to attempt resolution of any dispute regarding this Contract or any part thereof, or the work contemplated hereunder, in an amicable fashion to that end, the parties agree that before any court action is filed, they shall attend at least two Mediation sessions with a qualified Mediator, agreed upon between the parties. The parties shall be equally responsible for the cost of such Mediation. In the event of any subsequent litigation or voluntary Arbitration involving this Contract, to enforce any provisions of this Contract, to enforce any remedy available upon default under this Contract, or to obtain a declaration of rights under this Contract, including the right to prompt payment for services, the prevailing party shall be entitled to recover from the other party attorney's fees and costs as may be reasonably incurred, including, but not limited to, the cost of filing, service of process, paralegal services, reasonable investigation, preparation, and professional or expert consultation incurred by reason of bringing or defending such litigation and any appeal thereof.

**15. ENTIRE AGREEMENT:** This Time and Material Contract, together with any Exhibits, Attachments, and /or Addenda hereto, shall comprise the "Complete Agreement" of the parties with respect to the services to be performed and payments by Customer for those services. Either party, except as expressly stated in this "Complete Agreement" has made no engagements, promises, representations, or warranties, unless specifically set forth herein, and the parties hereby expressly disclaim all implied warranties. All modifications to this Contract shall be in writing and shall be signed by both parties hereto. These permissible written modifications shall include email, if sent in accordance with the provisions of Item 2, of this document.

**16. ERROR AND OMISSIONS CLAUSE:** Both parties acknowledge that unintentional errors or omissions may occur in this contract. In such cases, the party identifying the error or omission shall notify the other party in writing. Both parties agree to cooperate in good faith to correct any identified errors or omissions promptly. Corrections made shall be deemed effective as of the contract's original effective date. Neither party shall be liable for incidental or consequential damages arising from such errors or omissions, provided they are rectified in a timely manner. This provision shall be governed by the laws of Maryland.

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**17. TERMINATION:** Termination by Customer will require at least fifteen (15) days advance written notification of Customer's intent to terminate. In the event of termination of this Contract by Customer, Royal Plus, Inc., shall be entitled to compensation for all labor, equipment and materials furnished, start-up and anticipatory costs, including but not limited to estimating costs, management costs, set-up charges, permits and fees, together with overhead and profit on all such items furnished through date of termination, in the amounts established for each item in Exhibit A (Considerations and Terms), Price Items, Unit Rate Schedule

**18. TIME SPENT WITH CUSTOMER HIRED THIRD PARTIES:** Royal Plus, Inc., will bill customer based on Time and Material billing method and in accordance with the Complete Agreement between the parties, as previously defined herein. Royal Plus, Inc., will bill according to the Considerations and Terms and the Unit Rate Schedule (Exhibits A and B, respectively) for each necessary item, unit of time, or other service necessitated by Customer's engagement of a third- party loss consultant, accountant, or any other third party that may be hired by customer or an indirect party of customer such as adjuster, insurance carrier. Royal Plus, Inc., also has the right to deny part or all recommendations if they do not align with this Contract agreed upon by Royal Plus, Inc., and Customer. It is understood that Royal Plus, Inc., will be acting as a consultant when communicating with any third party that did not sign or agree to this agreement.

**19. ATTACHMENT NOTICE:** The parties hereto agree that they have reviewed this Time and Material Contract, and the attached and incorporated documents which include, but are not limited to any and all Exhibits, Addenda, Draw Schedule, Attachments, required Contract Disclosure(s) if applicable (such as in Florida), and any Defined Specifications. The parties further understand and agree that the terms of the various component documents, which are known collectively as the "Complete Agreement."

**20. UNFORESEEN CONDITIONS AND ACTS OF GOD:** This agreement is subject to *force majeure*, including without limitation, accidents, acts of God, fire, explosion, vandalism, weather conditions, labor strikes, national emergencies, or other delays beyond reasonable control. Royal Plus, Inc. shall not be held responsible for reasonable delays caused by such events.

**21. ACKNOWLEDGMENT AND AGREEMENT OF CUSTOMER OR SIGNER:** The undersigned Customer, or the designated authorized Agent thereof, certifies, that he or she has read, understands, and agrees to be bound by this collective "Complete Agreement," as defined in Item 17, above. The Undersigned further represents that he or she has had the opportunity to ask questions and consult with legal counsel regarding the terms of this Complete Agreement, and that he or she further the authority to, and does authorize undersigned Service Provider/Service Provider to perform the services contemplated by this Contract in accordance with the terms of the Complete Agreement, as, or on behalf of the Property Owner.

**“CUSTOMER”** (or Authorized Representative):

BY: \_\_\_\_\_ 7/22/2025

Date \_\_\_\_\_

Croft Segars      Member Relations Manager

## Title

Signature \_\_\_\_\_ Date \_\_\_\_\_

Title

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**CONSIDERATION AND TERMS**  
**For**  
**TIME AND MATERIAL CONTRACT**  
**EXHIBIT A**  
**WITH INCORPORATED UNIT RATE SCHEDULE**

**CONSIDERATION AND TERMS:** This agreement including Price Schedules, Consideration and Terms are part of the agreement between Service Provider and Customer. This is a binding agreement and cannot be modified by any other parties except for Service Provider and Customer who signed and executed this agreement. All changes must be approved by all parties in writing and if agreement cannot be reached then the original agreement will remain in place for this project. Service Provider does not guarantee this will be accepted by any other parties.

**Standard Rate/Hour:** The Standard Rate is the hourly rate for work performed during a standard workday, per the attached published Labor Classification. Standard Workdays are defined as Monday – Friday.

**PREMIUM RATE/HOUR:** The Premium Rate/Hour billable as Overtime shall be billed at the rate of one and one-half (1.5) times the standard rate per hour for work performed by each person that works more than eight (8) hours per day, or for work performed other than during the standard work week defined as Monday - Friday. Weekends starting on Saturday and ending on Sunday will be billed at one and one-half (1.5) times the Scheduled Hourly Rate. Double time will be charged at two (2) times the Standard Rate for Holidays, or any other special circumstance as defined in the Contract.

Overtime is related to recorded time for this project only. **AFTER-HOURS,** After Hours will be billed based on the following: After hours start at 5:00PM and end at 7:00AM Daily and will continue for the duration of this project. "After Hours" is billed at (1.5) x rate factor of published labor rate.

**LABOR HOUR RATE MODIFIER:** During National Catastrophes and/or in Large Metro Areas and Cities such as but not limited to New York City, Los Angeles, Chicago, etc., a Rate Modifier will be added to the published labor hourly rates listed above. These modifiers will be added as a Mark-up %. The Rate Modifier for this project will be (            ) %. (If Labor Rate Modifier is not applicable, enter "0" in the blank above.)

**NATIONAL OBSERVED HOLIDAYS:** New Year's Day, Martin Luther King Jr Day, Presidents Day, Columbus Day, Veterans Day, Easter, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Eve, Christmas Day, and New Year's Eve. Any work performed on a holiday shall be billed at two times (2.0) times the Standard Attached Published Rate per hour. Other Holidays may exist that are not listed above and will be billed at holiday rate.

**TRAVEL TIME TO THE EVENT AREA:** Time will be billed on the Portal-to-Portal Basis (i.e.: Place of Origin). This will be billed at the above published rate for each labor classification for each driver. Passengers will be billed at the General Labor Classification except for CDL and DOT drivers. These classifications will be for CDL driver labor classification.

**TRAVEL TIME TO JOBSITE:** Due to traffic conditions, fuel availability, and housing shortage, time will be billed at 3 (three) hours per person, at General Labor classification off the Unit Rate Schedule, except for CDL and DOT drivers. These rates will be based on the Unit Rate Schedule for CDL and DOT labor classification. **LABOR STAND-BY:** When circumstances beyond

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our control require Personnel are to be delayed from beginning work, the Standard Rate per hour will be charged, per person delayed. A minimum of four (4) hours will be billed. Vehicles will be billed by mileage per the Unit Rate Schedule.

**SMALL TOOLS FEE:** Small tools are defined as tools such as brooms, rakes, shovels, hammers, pry bars, razor knives, chalk box, pliers, screw drivers, and other non-scheduled items. Excludes battery operated or power hand tools. This will be billed at three percent (3%) of total billable laborers per day for any labor class that is performing services on the project. The general rule is a supervisor and his/her crew qualify for Small Tools charge. In certain circumstances, a project manager may qualify for small tools if they are directly running crews on the project.

**PERSONAL SAFETY EQUIPMENT** Shall be billed at Thirty Six Dollars (\$36.00) of total billable laborer per day for any labor class that is performing services on this project. Personal Safety Equipment may consist of safety vest, hard hats and safety glasses.

**CAT FEE:** During named catastrophic events, the support required from all offices that have personnel in the field and out of town is a tremendous cost to the overall preparedness, along with IFTA taxes, DOT inspections, CDL and DOT training, certifications, licenses, and year-round maintenance. The CAT fee covers the risks involved with emergency situations without limited to mobilization, transportation, equipment, administrative support for the project daily operations, handle increase payroll needs, communication support, offsite office equipment and supplies, and other cost related to support of field operations. This also includes resources to put in place to optimize efficiency, such as delivery to jobsites for equipment refueling, and strategic placement of equipment, vehicles and refueling. The CAT Fee percentage rate for this project will be six percent (6%) of total bill.

**PRODUCTION LABOR:** Production Labor are those outside services provided for within the scope of the project and incurred by the company in its execution of the project. Production Labor will be scheduled based on the published Labor Classification and Hourly Unit Rates listed on the Exhibit B Price List. The cost of these outside services will include overtime as described in Premium Rate/Hour and all other applicable billable items, including but not limited to (Per Diem, Small Tools, Vehicles, Mileage, Lodging), as Published in Exhibit B.

**SPECIALTY TRADES:** Specialty Trades, to include but not limited to, electricians, plumbers, power distribution companies, mechanical and roofing will be billed at Invoice (cost) plus twenty-one percent (21%) management fee.

**COST PLUS ITEMS PURCHASED:** Service Provider may be required to purchase additional items to complete the projects that are not listed on the published price list. These items will be billed based on Receipt (cost) plus twenty-one percent (21%) Management Fee. **TRAVEL:** Travel shall include, but shall not be limited to, such means as airfare and rental cars. Travel expenses will be billed at cost, plus twenty-one percent (21%) Management fee, categorized for billing purposes under Reimbursables.

**LODGING ALLOWANCE:** Billed to Customer on a daily allowance based on the actual circumstances such as travel trailers, camps, etc. The flat daily rate per applicable labor for this project is \$150.00 per person, per day. This will be billed based on each applicable labor input. Billed under labor associated fees. No other supporting documentation will be required such as but not limited to lodging receipts. Service Provider reserves the right to bill hotel invoices, if applicable plus twenty-one percent (21%) Management Fee. Customer understands and agrees that backup documentation for actual hotel cost, including, but not limited to, receipts or hotel folio may not be provided until the final bill for each project. If adjustments are needed to match the total cost of hotels billed in the progress and final bill, this will be completed as a line item under Reimbursables.

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**MEAL ALLOWANCE** If applicable, per diem (A MEAL ALLOWANCE) will be billed for each laborer working out of town at a minimum rate of \$50.00 per day plus twenty-one percent (21%) Management Fee a total of \$60.50 per day per laborer. Per Diem, A MEAL ALLOWANCE for purposes of this Agreement means cost incurred by Service Provider, whether per diem is paid directly or indirectly to the individual, included in other compensation, such as, but not limited to, cost for food and drink provided to the laborers by Service Provider. If the A MEAL ALLOWANCE Per Diem amount per person is disputed, then the A MEAL ALLOWANCE per diem value will be determined by the published rates set by the United States General Services Administration (GSA) and no other supporting documentation will be required.

**VEHICLE/EQUIPMENT FUEL AND MILEAGE:** Mileage will be charged at the published IRS rate / large diesel vehicles will be charged at a Minimum of \$6.00 per mile. Service Provider reserves the right to bill published mileage rate. Generators may be fueled at minimum 2 (two) times per day in order to prevent operation interruption.

**SCHEDULED EQUIPMENT:** The equipment scheduled in the attached price list is not to be considered company owned equipment and Service Provider may, at their option, use company owned and/or rented equipment and bill based on the published daily rate. The published price list attached is not to be considered a complete list and only represents the more commonly used equipment items.

**UNSCHEDULED EQUIPMENT RATES:** During the project, the Service Provider may find it necessary to purchase or rent equipment not scheduled under Equipment and Tools price items. In those situations, the Service Provider will bill a Daily Rate for the use of this equipment during the project.

**EQUIPMENT AND CONSUMABLE CAPS:** Equipment and Consumable CAPS must be brought to the Service Provider's attention within seven (7) days of start date for project. Customer understands and agrees that Service Provider reserves the right to refuse caps related to percentage of retail value, and caps which are limited to number of days. Customer agrees to pay full published daily rate if no agreement can be reached related to Equipment and Consumable Caps (retail or limited to number of days) even if it is not covered by insurance or any other paying third party.

**EQUIPMENT RENTAL TERMS:** Equipment rentals are charged on a port-to-port basis. Equipment Define and include a 7-day minimum ... list minimum rental **ASSETS DAMAGED BY CUSTOMER:** If any company owned, leased or rented asset is damaged or rendered unfit for use by the actions or inactions of the Customer, its agents or representatives, the Customer shall be responsible for replacing such asset at their expense. This will be billed at cost plus any applicable associated cost plus a ten percent (10%) handling fee.

**TRIPLE SHIFT RATES:** During named catastrophic events, these rates will apply if equipment operation of generators and/or light tower while in operation. Triple shift will be billed in addition to Service Providers published rate on Service Providers Unit Rate Schedule Exhibit B.

**ORDERED EQUIPMENT:** Any Special Equipment Ordered that is required for the project shall be billed at a Minimum of One Day Rental plus any applicable charges such as but not limited to Labor, Freight, Taxes, Permits will be billed at cost plus twenty one percent (21%) Management Fee. These charges are applicable whether Equipment is used or not on the project.

**GENERATORS:** In the event of a named catastrophic event, there shall be a minimum 7 (seven) day rental rate as published in Exhibit B plus ALL cost incurred if power is restored upon arrival or Customer cancels generator order. It is also understood that Service Provider makes no guarantees on timelines for arrival during catastrophic events or any other circumstance. If canceled or power is restored Service Provider will bill published rate for the generator for the minimum charge as stated above. Service Provider will bill all cost related.

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**MATERIALS PURCHASED DIRECTLY:** In the event a Material/Supply is specifically purchased for the completion of the work, and that item is not identified in the published rates, such Material/Supply purchased directly will be billed at cost, Plus Twenty-One Percent Management Fee (21%).

**SOLUTIONS PURCHASED DIRECTLY:** In the event a solution is specifically purchased for the completion of the work and that item is not identified in the published price list, the product purchased directly will be billed at cost, plus twenty-one percent (21%) Management Fee. The scheduled prices above shall be charged for all solutions utilized in the performance of the services provided, whether shipped directly, dropped shipped by a third party or locally purchased. The published price list attached is not to be considered a complete list and only represents the more commonly used products.

**FREIGHT:** All freight related charges for delivery and pick up to and from job site will be billed at cost plus twenty-one (21%) Management Fee. If temporary storage is required for Equipment, Materials, and other supplies the storage of these items will be billed at cost plus twenty-one (21%) Management Fee.

**OTHER RELATED OR REQUIRED SERVICES:** If special services are required for project and not listed in the published Unit Rate Schedule or in this consideration and terms it will be billed at cost plus 21% Management Fee.

**TAXES AND PERMITS:** The published rates exclude Federal, State and Local Taxes. These will be verified and if applicable will be added to bill and a tax summary will be provided. Permits will be added at cost plus 21% Management Fee.

**CAVEATS:** The published labor rates exclude prevailing wage laws and/or collective bargaining agreements. The rates in schedule B are subject to change at any time.

**CUSTOMER OR CUSTOMER’S REPRESENTATIVE HEREBY CERTIFIES:** As, or on behalf of the Customer named herein, I, \_\_\_\_\_, have read and do understand that Exhibit “A” is part of this Complete Agreement, regarding the Project described in the Contract. Service Provider will bill Customer based on its Published Rates, as shown in Exhibit B. The Complete Agreement, as signed by the parties or their authorized representatives, shall be read together, in its entirety, for purposes of ascertaining a cohesive understanding of the totality of the Agreement between the parties.

**Royal Plus, Inc :**

**“CUSTOMER” or Authorized Representative:**

7/22/2025

Signature

Date \_\_\_\_\_

Signature

Date \_\_\_\_\_

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## ADDENDUM TO TIME AND MATERIAL CONTRACT

This Addendum is entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, and forms a part of the Time and Material Contract dated \_\_\_\_\_, 20\_\_\_\_ (the "Contract"), by and between Royal Plus, Inc. ("Service Provider") and \_\_\_\_\_ ("Customer").

WHEREAS, the parties wish to amend certain provisions of the Contract;

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth herein and other good and valuable consideration, the parties agree as follows:

### **Travel, Lodging, and Meal Costs**

All travel costs, lodging, meal allowances, and food per diem costs referenced or implied in the Contract, including its exhibits and attachments, are hereby REMOVED. These costs have been built into the cost of services provided in the bid sheets.

**Exception:** In catastrophic, to include but not limited to named storms or situations where there is a significant need to pull resources from various cities, states, or regions, and where the cost to mobilize crews, fuel equipment, and relocate assets is substantial, travel, lodging, meal allowances, and related costs shall be charged to Customer. Prior to invoking this exception, written approval for incurring travel, lodging, and meal expenses must be obtained from the customer.

### **Section 1: Incorporation of RFP**

Section 1 is amended to include:

"The RFP issued for this project is incorporated as Exhibit D. If there are any terms found to conflict with the RFP (Exhibit D), the RFP terms shall prevail."

Further, the term of the Contract is amended as follows:

"The term of this agreement shall be for one (1) year, with four (4) optional one-year renewal terms, as specified in RFP 26-25."

### **Section 4: Jurisdiction**

Section 4 is amended to read:

"This Contract shall be governed by, and construed in accordance with, the laws of the State of Florida, unless applicable law requires otherwise."

### **Section 6: Emergency Draw**

Section 6 is amended to read:

"Except during a catastrophic situation where the costs to mobilize resources, fuel equipment, and move equipment are substantial, no Emergency Draw is required. In the event of a catastrophic situation, Customer agrees to pay Royal Plus, Inc. an Emergency Draw of 20% (Twenty Percent) of the agreed ROM (Rough Order of Magnitude) within 20 days of signing this Contract."



**Section 8: Assignment of Insurance**

Section 8 is amended by deleting the following language in its entirety:

"If Customer has hazard and/or other insurance with that may cover all or part of the work hereunder, Customer authorizes and directs said insurance company to make payment directly to Royal Plus, Inc., for said work and Customer assigns and transfers to Royal Plus, Inc., all right to collect and receive payment for the work from said insurance company. Customer agrees to endorse to Royal Plus, Inc., any insurance checks issued for said work promptly upon receipt of such insurance check. Failure to return the check to Royal Plus, Inc., within ten (10) days of receipt shall constitute a default hereunder."

**Effect of Addendum**

Except as expressly modified herein, all terms and conditions of the original Contract shall remain in full force and effect. This Addendum may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

**Royal Plus, Inc :**

**"CUSTOMER" or Authorized**

7/22/2025

Signature

Date

Signature

Date

***NATIONWIDE CATASTROPHE RESPONSE***

**866-404-7587(PLUS) • [www.royalplus.com](http://www.royalplus.com)**

Customer's

Initials: \_\_\_\_\_