

If for any reason HOA causes the insurance claim to be denied by HOA's insurance carrier or if any such insurance company refuses to pay because of any bad faith action by the HOA, then HOA shall be liable for all of CPC's invoices for the Work performed on the Property.

5. CPC is Not Responsible for, and Cannot Adjust your Insurance Claim. CPC's role under this Authorization is solely that of an independent mitigation contractor. Neither CPC, nor any of its employees or agents, is a licensed public adjuster. Neither CPC, nor any of its employees or agents, is affiliated with any insurance company. CPC therefore cannot, and will not, perform any services which might be construed as adjusting, investigating, negotiating, or settling, any claims HOA may have against HOA's insurance carrier or carriers. During CPC's Work hereunder, and consistent with the traditional role of an independent mitigation contractor, CPC may prepare estimates, discuss pricing and scope of Work with agents of HOA's insurance carrier or carriers, and prepare materials and take photographs which might incidentally serve as documentation that could be used in connection with the adjusting process or negotiations with HOA's insurance carrier or carriers. HOA hereby authorizes CPC, its employees, and agents to do so. However, the responsibility to adjust the HOA's insurance claims, investigate those claims, negotiate those claims, and settle those claims lies solely with the HOA or any adjusters, attorneys, or agents HOA sees fit, in its sole discretion, to engage for such purposes. HOA hereby warrants and acknowledges that CPC has not solicited HOA for any adjusting services. CPC, its employees, and agents cannot, and are not authorized to, directly or indirectly, prepare, complete, or file an insurance claim for an insured or third-party claimant or act on behalf of, or aid an insured or third-party claimant in negotiating for or effecting the settlement of a claim or claims for loss or damage covered by an insurance contract. Under no circumstances shall any conduct of CPC arising from this Authorization or the Work be construed as providing adjusting services of any kind, and HOA hereby WAIVES, DISCHARGES, RELEASES and ACQUITS CPC, ITS EMPLOYEES, AND AGENTS FROM ANY LIABILITY OR DAMAGES, AND FROM ANY AND ALL CLAIMS OR DEMANDS, BASED, IN WHOLE OR IN PART, OR ARISING OR RELATING TO, ANY ALLEGATION THAT CPC, ITS EMPLOYEES, OR AGENTS, NOW OR IN THE FUTURE, PERFORMED ADJUSTING SERVICES OF ANY KIND OR CHARACTER. HOA FURTHER AGREES THAT THIS AUTHORIZATION, AND THE PAYMENT AND OTHER OBLIGATIONS HEREUNDER, SHALL BE FULLY ENFORCEABLE NOTWITHSTANDING ANY FUTURE CLAIM OR ALLEGATION THAT CPC, ITS EMPLOYEES, OR AGENTS PERFORMED ADJUSTING SERVICES IN CONNECTION WITH THIS AUTHORIZATION OR THE WORK. CPC shall not be liable for any public adjuster or any other consultant fees that HOA may employ for the purposes of helping to settle the insurance claim(s) on the Property. Additionally, HOA's payment of such fees will not be used to offset any portion of CPC's approved invoices.

6. CPC Insurance Coverage. CPC shall continually maintain at its sole cost and expense during the performance of the Work pursuant to this Authorization the following insurance: commercial general liability insurance policy or policies (to include excess or umbrella liability policies) issued on an occurrence basis by a reputable insurer, which insurance shall provide coverage of at least \$2,000,000 for each occurrence (combined single limit for bodily injury and property damage), \$1,000,000 for personal and injury liability, \$2,000,000 aggregate.

7. Liability. CPC shall have no liability for, and HOA shall indemnify CPC and hold CPC harmless from and against, all claims, damages, liabilities and costs arising out of or relating to the presence, discovery, or failure to discover, remove, address, remediate or cleanup environmental or biological hazards including, but not limited to, mold, fungus, hazardous waste, substances or materials, or asbestos. CPC shall not be responsible for any contents claims of any kind whatsoever unless the items are listed on an inventory list signed by CPC. HOA shall indemnify CPC for all costs, expenses, damages, penalties, disposal charges, etc. incurred to remediate or otherwise remove Hazardous Materials. Hazardous Materials shall include but is not limited to any substance