

- 10 Day Demand for Payment - Final Notice - Policy # 59-138-E122-2 Claim # 59-21R1-72C

From Fred Ferraiuolo <FFerraiuolo@nextgenrestoration.com>

Date Wed 2/2/2022 9:38 AM

To [Redacted] 's [Redacted] eclaims@ [Redacted] < [Redacted] >

Cc David Sweet <david@nextgenrestoration.com>; Monique Cancel <mcancel@nextgenrestoration.com>

1 attachment (12 MB)

[Redacted] - Closing Report - All Phases with Photos [83] - 2022-01-20 105957 AM.pdf;

2/1/22

10 Day Demand for Payment - Final Notice

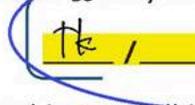
Good Afternoon [Redacted]

It has been 11 days since we sent out our final closing report, and since we have not heard back from you we will assume you agree with the invoice for the services provided while we were told to wait for your carrier to complete their inspections. Waiting on you carrier took several months which is rather unusual in our experience. NextGen did everything we could to get things moving on the project, we answered every question they had regarding our billing and providing supporting documentation for our billing. When your carrier asked for invoices and estimates we provided them in a timely manner, however we have not received the same courtesy back from your carrier. I apologize that your carrier has put you in this position, however per page 2 of your contract please see the payment terms that you signed off on below

**Payment Terms:** We the client(s) acknowledge NextGen may at its discretion invoice daily for services provided client(s) and in that event, NextGen will submit a summary of the daily invoices each week for payment. In all NextGen will deliver to the client(s) a final invoice upon completion of services. NextGen will grant a grace period of 10 days, from the date of the final invoice for complete payment. At the end of the grace period, the client is responsible for immediate payment. If a bill remains unpaid at the end of the grace period, the client authorizes the use of the supplied credit card to settle the billing. Client(s) agrees that final payment not made by the end of the period shall bear interest at the highest legal rate allowed by Florida law, currently 1.5% per month at this time. Client understands that NextGen has the right to resort to all legal remedies allowed under Florida law including, but not limited to, the Florida lien laws. In the event that the carrier denies coverage or there is no policy in effect, the client(s) must immediately notify NextGen and will become responsible for the invoice in whole.

**Payment Plans:** We have 2 payment plans available to choose from:

- *Direct Payment* – NextGen will collect a deposit equal to the claim deductible at the initiation of the project. Within 4 business days, we will provide an estimate of the first 7 days of services. If the structure is damaged at Dry Standard by the 7<sup>th</sup> day, additional estimates can be provided as the complete scope of loss becomes apparent. Payments will be due upon presentation with the grace period referenced in "Payment Terms"
- *Initial Carrier Billing* – Upon completion of each phase of the project, NextGen will provide detailed accounting of the services rendered to the clients for review and confirmation of accuracy. Upon approval by the client, the client (or NextGen if requested) will forward the scope(s) to the carrier with a request for immediate reimbursement. In the event of a partial payment or denial or after a 30 day review period, the client will seek to collect on behalf of NextGen by choosing whichever form of dispute resolution is acceptable to NextGen. Collections will be performed by a vendor acceptable to both the client and NextGen. In addition, the insured will sign a Letter of Protection, protecting the work performed by NextGen in any collection activity.

 /                      **Client Initials**

our Litigation Department which will incur additional attorney and/or legal fees along with interest penalties. Please remit payment in full \$270,527.11 as a single payee to NextGen Restoration as per our Contract for Services no later than 10 days from the date of this notice.

Please contact Project Manager; Fred Ferraiuolo; at (813)263-4891 if you have any further questions regarding settlement of accounts. If you would like additional documentation, please do not hesitate to contact our office. Thank you for your time and attention to this matter.

Respectfully,  
NextGen Restoration Accounts Receivables Department

Fred Ferraiuolo  
Project Manager  
Phone: 813-263-4891  
Office: 813-962-6855



**NextGen Restoration**  
4710 N. Grady Ave, Tampa FL 33614

 Water  Fire &  Mold Damage

**Voice:** 813.962.6855 *(24/7/365 Emergency)*  
**Fax:** 813.354.4719 **Web:** NextGenRestoration.com

*ACAC, IICRC, OSHA, EPA Certified ~ FL Cert Mold Remediator & Assessors ~ FL General Contractors*

 Did you know that 90% of structures with water damage are left wet and begin growing mold in 3 days? Take control and call NextGen for a free consultation today!

 **NextGen**  
restoration

When quality, integrity & your protection really matters.