

**Florida Public Adjusting**

2206 Hollywood Blvd.

Hollywood, FL 33020

Phone: (305) 417-9770 Fax: (305) 913-2216

claims@flapublicadjusting.com

License #: W805707

FLORIDA PUBLIC ADJUSTER CONTRACT**POLICYHOLDERS**

Named Insured's Name(s):

Phone:

Address:

City:

State:

Zip:

Email:

LOSS LOCATION/DESCRIPTION

Loss Address:

City

State/Zip

Date of Loss:

Description of Loss:

Claim Type: Emergency

Non Emergency

Supplemental

INSURANCE COMPANY INFORMATION

Name:

Address

City/State/Zip:

Phone:

Policy Number >>

Policyholder(s) named above (collectively, "Policyholder") retains J. Consultants, d/b/a Florida Public Adjusting ("Public Adjuster") to act as its exclusive public adjuster to advise and assist in the adjustment of the Policyholder's loss described above according to the following terms and conditions:

1. **SERVICES:** Public Adjuster will evaluate, document, present and negotiate the insurance claim arising from the loss described above. These services do not include assisting in any appraisal/mediation/arbitration or legal proceedings.
2. **FEES FOR SERVICES:** Policyholder understands and agrees that Public Adjuster shall recover its fees based on the amount recovered from an insurance company for the loss after the date of this contract, including, but not limited to, compromise, confession of liability, appraisal awards, judgments, awards and/or settlements of damages. Public Adjuster's fee shall be immediately due and payable upon insurance company making any payment, as a percentage of each check. Insured authorizes "Florida Public Adjusting" to be named as a co-payee on all drafts or checks pertaining to this loss. The fee calculation shall be computed before costs, except for attorney fees and costs, subtracted from the total amount recovered.

Policyholders (Initials) (____/____) acknowledge receipt of a copy of page 1



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The amount of Public Adjuster's fees shall be computed as follows: _____percent of the amount of claim payments by any insurance company for the loss considered as sums due/paid for damages determined by any insurance company for the loss, or () percent of the amount of claim payments by any insurance company for the loss, if the claim is based on events that are the subject of a declaration of a state of emergency by the Governor and the claims are made during the period of 1 year after the declaration of emergency.

3. NOTICE OF PUBLIC INSURANCE ADJUSTER SERVICES: Insured also grants a security interest to Public Adjuster in payments issued by the insurer and processed by a mortgage company, and creates a lien, to the extent permitted by Florida law, on all insurance proceeds in the amount of any unpaid portion of Public Adjuster's fee and other amounts owed. Policyholder agrees all risk and/or damage inspections are to be coordinated with and through Public Adjuster. If, during the pendency of this Agreement, Public Adjuster determines within its sole discretion that Policyholder can no longer be represented for any reason, Public Adjuster may withdraw from further representation. Policyholder understands that if Policyholder elects to terminate Public Adjuster after the applicable cancellation period, Policyholder shall immediately pay Public Adjuster all costs and expenses of Public Adjuster and shall remain responsible for all fees for services rendered pursuant to this Public Adjuster Contract and acknowledges that Public Adjuster may have a lien or a claim for quantum meruit on any recovery from this claim.

4. EXPENSES/COSTS: Public Adjuster will obtain written, dated, authorization from Policyholder to pay such costs and expenses Public Adjuster deems necessary to pursue Policyholder's claim. Policyholder understands such costs and expenses advanced by Public Adjuster on Policyholder's behalf are payable to Public Adjuster from any recovery, whether during the time of service by Public Adjuster, or afterward--during the service by another public insurance adjuster, representation by an attorney, or without services provided by an adjuster or attorney.

7. PROVISIONS CONCERNING SERVICES: Policyholder agrees to cooperate with Public Adjuster, to be available for preparation of the claim, conferences, appraisal, and/or mediation, and to keep Public Adjuster fully informed of all matters relating to this loss. Policyholder acknowledges that Public Adjuster has made no guarantees regarding the disposition or results of any stage of the claims process, and all expressions made on behalf of Public Adjuster are the opinion of Public Adjuster based on information known at that time. This Public Adjuster Contract provides the complete and only agreement between Policyholder and Public Adjuster with respect to the above referenced loss, and supersedes all prior written and oral offers, proposals, and agreements. Should any provision of this Public Adjuster Contract be determined to be void, invalid, illegal, or unenforceable for whatever reason, such provision(s) shall be null and void; provided, however, that the remaining provisions of this Public Adjuster Contract shall be unaffected thereby and shall continue to remain valid and enforceable. No modification, waiver, amendment,

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discharge, or change of this Public Adjuster Contract shall be valid unless the same is in writing. Policyholder will be responsible for the maximum late fees or interest allowed by Florida law, and any attorneys' fees expended to recover such funds due under this contract.

8. NO LEGAL SERVICES PROVIDED: This Public Adjuster Contract is not for legal services and Public Adjuster cannot provide legal services. Any legal services must be provided by an attorney. Policyholder understands and agrees that Policyholder will need to enter into a separate written agreement with an attorney of his/her choice and make separate payment for such services.

9. ACCURACY OF INFORMATION PROVIDED TO PUBLIC ADJUSTER: Policyholder shall confirm the accuracy and completeness of any and all information and documentation provided to Public Adjuster and any and all forms or other documents signed and/or provided to the insurance company for purposes of adjusting this claim. Policyholder also represents and warrants that all owners of the property where the loss occurred are executing this agreement and further represent that they are all of the named insureds under the policy. If all of the named insureds' signatures are not available to execute this agreement, the available insureds shall sign an affidavit provided by the Public Adjuster attesting that they have authority to enter into the contract. Policyholder is signing this Agreement on Policyholder's own behalf and represents that it is authorized to sign in any representative capacity appropriate to the circumstances. Policyholder hereby acknowledges receipt of a copy of this Agreement and that the Adjuster that solicited this Agreement has signed below.

Pursuant to s. [817.234](#), Florida Statutes, any person who, with the intent to injure, defraud, or deceive an insurer or insured, prepares, presents, or causes to be presented a proof of loss or estimate of cost or repair of damaged property in support of a claim under an insurance policy knowing that the proof of loss or estimate of claim or repairs contains false, incomplete, or misleading information concerning any fact or thing material to the claim commits a felony of the third degree, punishable as provided in s. [775.082](#), s. [775.083](#), or s. [775.084](#), Florida Statutes.

10. CANCELLATION OF AGREEMENT: You, the insured, may cancel this contract for any reason without penalty or obligation to you within 10 days after the date of this contract. If this contract was entered into based on events that are the subject of a declaration of a state of emergency by the Governor, you may cancel this contract for any reason without penalty or obligation to you within 30 days after the date of loss or 10 days after



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the date on which the contract is executed, whichever is longer. You may also cancel the contract without penalty or obligation to you if I, as your public adjuster, fail to provide you and your insurer a copy of a written estimate within 60 days of the execution of the contract, unless the failure to provide the estimate within 60 days is caused by factors beyond my control in accordance with s. 627.70131 (5) (a), 2., Florida statutes. The 60-day cancellation period for failure to provide a written estimate shall cease on the date I have provided you with the written estimate. The notice of cancellation shall be provided to Public Adjuster submitted in writing and sent by certified mail, return receipt requested, or other form of mailing that provides proof thereof, at the address specified in the contract.

By: _____ / ____ / ____
Signature of Public Adjuster Date

Insured: _____ / ____ / ____
Signature of Insured Date

By: _____
Print Name of Public Adjuster

Insured: _____ / ____ / ____
Signature of Insured Date

Florida Public Adjuster License Number

By: _____ / ____ / ____
Signature of Soliciting Public Adjuster Date

Claim Process Disclosure Form

A **Company Adjuster** is as defined in s. 626.856, F.S. A company adjuster is employed by the insurance company to address insurance claims on its behalf.

An **Independent Adjuster** is as defined in s. 626.855, F.S. An independent adjuster is contracted by the insurance company to address insurance claims on its behalf.

A **Public Adjuster** is as defined in s. 626.854, F.S. A public adjuster contracts with and is compensated by you, the insured, to assist you in the insurance claim process. A public adjuster is not an employee or representative of the insurance company.

You, as the Insured, are not required to hire a public adjuster to assist you with the insurance claim process but you have a right to do so.

You, as the Insured, have a right to initiate direct communications with your attorney, the insurer, the company adjuster, the insurer's attorney, or any person regarding the settlement of your claim.

You, as the Insured, should you enter a contract with a public adjuster:

- Are responsible for paying the public adjuster's salary, fee, commission, or other consideration.
- Are entitled to an unaltered copy of the executed public adjusting contract at the time the contract is executed.
- Are entitled to an unaltered copy of this form after it has been executed.
- May cancel a public adjusting contract without cost or obligation within 30 days of the loss, or ten (10) days after the date the contract was executed, whichever is longer, if the public adjusting contract was entered into based on events that are the subject of a declaration of a state of emergency by the Governor.

INSURED NAME(S): _____

INSURED SIGNATURE(S): _____

DATE SIGNED: _____