

**FLORIDA PUBLIC ADJUSTER CONTRACT**

560 Village Blvd. Ste. 120, West Palm Beach, FL 33409
TELEPHONE: (561) 388-4243 | propertydamageclaimsexperts.com

**Public Adjuster Name:** Michelle Joyner **License Number:** W538659
**Public Adjusting Firm License Number:**  **Email:** claims@pdceflorida.com
**Insured:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ **Phone:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
**Address:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ **Email:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
**Insurance Company:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ **Policy No.:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
**Type of Loss:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ **Date of Loss:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Claim Type:** ☐ EMERGENCY CLAIM ☐ NON-EMERGENCY CLAIM ☐ SUPPLEMENTAL CLAIM

**SERVICES:** ADJUSTER will act as a public insurance adjuster on behalf of POLICYHOLDER and fees will be paid upon the preparation and/or presentment of the claim for loss, damage, and recovery for the LOSS under any insurance policies including those listed above relating to the following insurance coverage provided in the policy. This does not include assisting in any appraisal/mediation/arbitration or legal proceedings, whether contractual or extra-contractual. If no recovery is made, the POLICYHOLDER is not required to pay.

**CANCELLATION OF AGREEMENT:** If during the period of this Agreement, ADJUSTER determines within its sole discretion that POLICYHOLDER can no longer be represented for any reason, ADJUSTER may withdraw from further representation. If work has been performed by the PUBLIC ADJUSTER and POLICYHOLDER elects to cancel the contract within the first 10 days, POLICYHOLDER agrees that the PUBLIC ADJUSTER shall be entitled to reasonable fees based on the work performed, including but not limited to reimbursement for any incurred expenses agreed to by the POLICYHOLDER.

**MORTGAGES:** The Insured understands that all mortgages will be named as additional payees on all insurance checks for real property damages. Insured shall be solely responsible to obtain all mortgagees' endorsements on the checks. The Insured hereby authorizes and directs the Mortgagee to include the name of the PA as an additional payee on all Checks representing distribution of insurance proceeds issued by reason of the above referenced loss.

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The Insured expressly authorizes and instructs any Mortgagee to discuss specific loan account information and any other matters relating to the Insured and the property.

**EXPENSES/COSTS:** POLICYHOLDER understands and agrees that POLICYHOLDER is responsible for all costs and expenses incurred for the preparation and/or presentment of the claim for loss, damage, and recovery for the LOSS. IF POLICYHOLDER authorizes in writing PUBLIC ADJUSTER to pay on POLICYHOLDER's behalf such costs and expenses the 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 and shall be deducted from any recovery after fees for services are computed and paid to PUBLIC ADJUSTER. If there is any recovery, whether during the time of service by PUBLIC ADJUSTER, service by another public insurance adjuster, representation by and attorney, or without services provided by an adjuster or attorney, PUBLIC ADJUSTER will be entitled to recovery of all reasonable fees and expenses/costs expended in the processing of POLICYHOLDER's claim. POLICYHOLDER understands that if POLICYHOLDER elects to terminate PUBLIC ADJUSTER, 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 Agreement and PUBLIC ADJUSTER may have a lien or a claim for quantum meruit on any recovery from this claim.

**LETTER OF PROTECTION:** POLICYHOLDER understands and agrees that if it becomes necessary to retain an attorney, POLICYHOLDER authorizes and agrees to a LETTER OF PROTECTION for the PUBLIC ADJUSTER. POLICYHOLDER shall direct POLICYHOLDER's attorney to pay the fees and costs due under this Agreement from any recovery to the POLICYHOLDER for the LOSS.

**PROVISIONS CONCERNING SERVICES:** POLICYHOLDER and PUBLIC ADJUSTER understand and agree that neither party shall settle any claims arising out of the LOSS without first obtaining the consent of the other. POLICYHOLDER's deposit or negotiation of a claim payment is evidence of POLICYHOLDER's consent to settlement. POLICYHOLDER agrees to cooperate with PUBLIC ADJUSTER, to be available for the 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 claims process, and all expressions made on behalf of PUBLIC ADJUSTER are the opinion of PUBLIC ADJUSTER based on information known at that time.

**NO LEGAL SERVICES PROVIDED:** This agreement is not for legal services, and PUBLIC ADJUSTER cannot provide legal services. An attorney must provide legal services. 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 payments for such services provided for representation.

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**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 including, but not limited to, compromise, confession of liability, appraisal awards, judgments, awards and/or settlements of damages, costs, interest, fees, and/or payments of the POLICYHOLDERS liens, bills or claims. PUBLIC ADJUSTER's fees shall be immediately due and payable upon the insurance company making any payment. The fee calculation shall be computed before costs are subtracted from the total amount recovered.

**THE PUBLIC ADJUSTER fees are computed as follows \_\_\_\_\_\_ percent of the amount of any new claim payments after entering into this agreement.**

POLICYHOLDER and PUBLIC ADJUSTER understand and agree that the percentages provided in this Agreement comply with Florida law in effect as of the date of this Agreement. If the provision of any state or federal rule or statute requires payment of fees in a lesser amount than those set forth above, then POLICYHOLDER and PUBLIC ADJUSTER understand that POLICYHOLDER will be charged only the lesser amount of provided in said rule or statute.

**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 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 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 written estimate within 60 days of the execution of the contract, unless the failure to provide a written estimate shall cease on the date, I have provided you with the written estimate.**

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The notice of cancellation shall be provided to **Property Damage Claims Experts** PUBLIC ADJUSTERS, 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.

**PURSUANT TO S.817.234, FLORIDA STATUTES, ANY PERSON WHO, WITH THE INTENT TO INJURE, DEFRAUD, OR DECEIVE ANY INSURER OR INSURED, PREPARES, PRESENTS, OR CAUSES TO BE PRESENTED A PROOF OF LOSS OR ESTIMATE OF COSTS 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 ANY 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, OR S.775.083, S.775.804, FLORIDA STATUTES.**

**Date** \_\_\_\_\_\_\_\_\_\_\_\_\_\_ **By:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
 Signature of Policyholder Print Name of Policyholder

**Date** \_\_\_\_\_\_\_\_\_\_\_\_\_\_ **By:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
 Signature of Policyholder Print Name of Policyholder

**Date** \_\_\_\_\_\_\_\_\_\_\_\_\_\_ **By:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
 Signature of Public Adjuster Print Name of Public Adjuster

**Policyholders (Initials) ( \_\_\_\_\_\_ ) acknowledge receipt of a copy of page 4**