

## PUBLIC ADJUSTER CONTRACT

3450 Lakeside Drive, Ste 301 Miramar, FL 33027 Office: 844-242-5742

adjustment of the above claim and assign to Company a professional fee equal to \_\_\_\_\_\_% of the amount of insurance claim payments made by the insurer.

**Irrevocable Assignment:** Unless this contract is canceled as provided above or terminated by Company as provided below, the assignment created here is absolute, unconditional, and irrevocable.

Conditional Grant of Lien on Claim Payments: If the Insurance Company fails to issue a check payable jointly to Insured and Company, Insured hereby grants Company a lien on recovered proceeds received by Insureds, and/or the physical property listed above, to secure the fee due Company, pursuant to the terms of this agreement.

**Claim Payment Instructions:** Insured agrees to direct the Insurance Company to issue a check payable jointly to Insured and Company equal to the amount of the fee due and to issue a check payable jointly to Insured, Company, and other payees on the policy, if applicable, for the remainder of the proceeds.

**Enforcement of Contract; Fees and Costs:** If legal proceedings are brought to enforce this contract, the prevailing party shall be entitled to recover court costs and reasonable attorney's fees, including those of any appellate proceedings. Payment is due upon receipt of invoice. Beginning 14 days after receipt of invoice, interest shall accrue at the Daily Periodic Rate of .049315%. Venue shall be in Dade County, Florida or such other County as Company may choose in its sole discretion.

Veracity of Claim; Accuracy and Completeness of Information: Insured represents that all information given to Company is true and accurate. Insured understands and acknowledges that 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 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 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, S.775.803, or S.775.084, Florida statutes. Insured understands that the PA relies on the information provided by Insured.

**Termination of Contract by Company:** Company may terminate this contract going forward at any time for any reason by giving notice in writing to Insured. If the agreement is terminated by Company as provided herein, Insured agrees to pay upon receipt of invoice compensation or reimbursement due to Company up to date of termination. Insured remains responsible for full payment to Alpha Claims Consultants, LLC of such compensation and reimbursements.

Laws of Florida: This agreement shall be deemed executed in, governed by, and construed in accordance with the laws of the State of Florida.

**Miscellaneous:** This agreement shall be binding upon the estate of Insured in the event of his/her death. This Agreement may only be amended by a written document duly executed by all parties. If any provision of this agreement is held unenforceable, then such provision will be modified to reflect the parties' intention. All remaining provisions of this agreement will remain in full force and effect. Each individual executing this agreement on behalf of Insured states and warrants that he/she is dully authorized to execute and deliver this agreement.

**Payments and Releases:** All checks are payable to Alpha Claims Consultants, LLC. Only an Officer of Alpha Claims Consultants, LLC Adjusting may execute a release, which must be signed by the Officer and notarized to be valid and effective.

I declare (or certify, verify or state) under penalty of perjury that the foregoing is true and correct.

Current Address:		Insured 1 (DOB):	Place of Birth:
Home:	Work:	Insured 2 (DOB):	Place of Birth:
Email:	Mobile:	Mtg Comp:	Loan #:

Insured understands and acknowledges that 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 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 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, S.775.803, or S.775.084, Florida statutes.

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 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 Alpha Claims Consultants, 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. Fees for Public Adjuster Services: Insured agrees to pay, in consideration of the public adjuster services rendered with respect to the adjustment of the above claim and assign to Company a professional fee equal to \_\_\_\_\_% of the amount of insurance claim payments made by the insurer.

Insured:		Public Adjuster:		
Signature:	Executed on:	Signature:	Executed on:	
Insured:	<u>-</u>	License: W7312	285 Email:	
Signature:	Date:	Mobile Phone:	844-242-5742	
□ Emergency □ Non-Emergency □	New Sunnlemental Pictures	Receints Claim No.		