

**Public Adjuster Contract**

Gold Star Adjusters – Trent Dexter Joines

Office: 678.288.9600 \* Toll Free/Fax: 800.523.2589 \* Trent@GoldStarAdjusters.com

Insurance Company \_\_\_\_\_

Policy Number / Claim Number \_\_\_\_\_

This CONTRACT is entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ by and between \_\_\_\_\_ (“Insured”) and Gold Star Adjusters (“Gold Star”), licensed and bonded public insurance adjusters, or another licensed public adjuster working on Gold Star’s behalf. It is hereby understood and agreed that Insured retains Gold Star to advise and assist in the adjustment and/or negotiation and/or appraisal of their insurance claim for a covered loss caused by \_\_\_\_\_ on or about the \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

The said loss occurred at the following location:

Street Address \_\_\_\_\_

City \_\_\_\_\_

State \_\_\_\_\_

Zip Code \_\_\_\_\_

In consideration for the above-described service, Insured expressly agrees to pay Gold Star ( ) \_\_\_\_% of the total amount of actual loss or damages recovered by adjustment or otherwise, from any source and to include Gold Star as payee on all settlement checks, including but not limited to insurance drafts and draw checks from the mortgage company. Insured is hereby assigning \_\_\_\_% of the supplemental amount(s) recovered from the insurance claim, to Gold Star. ( ) Fee on Supplement claims is \_\_\_\_% of any payments made after the date of this contract.

Insured understands that there are no “guaranteed results” and no promises or representations have been made by Gold Star or their representatives relating to the outcome of the claim. Further, upon investigation, Gold Star shall have the right to withdraw from this contract at any time. **No % fee will be paid if no recovery of at least \$1,000, or \$1,000 over any initial payment.**

If for any reason whatsoever, Insured wishes to cancel this contract, they may do so by mailing, emailing, or faxing written notification to that effect by any contact method contained herein. Such notice must be made before midnight of the 5<sup>th</sup> business day after the signing of this contract, or within 5 business days after the date the insurer has been notified of the claim, whichever is later. Notice of cancellation must be submitted in writing and mailed or sent by any form of transmission which provides proof thereof. **Gold Star guarantees there will be NO % FEE unless and until monetary damages are recovered by adjustment or otherwise;** however, if Insured cancels after the 5-day period, there may be a fee based on an hourly rate of \$200/hour plus expenses.

Insured understands and is fully aware that Insured is responsible for all payments to any and all contractors, sub-contractors, appraisers, umpires, or experts of any kind that are employed for any reason, for repairs, Appraisal, or expert opinions, in connection with this loss. Any and all costs associated with said contractors, sub-contractors, appraisers, umpires, and/or experts is separate from and in addition to the settlement fee owed to Gold Star, and is the responsibility of the Insured. Gold Star will not hire or retain any contractors, sub-contractors, appraisers, umpires, or experts of any kind except as directed by or consented to by the Insured.

Insured hereby authorizes Gold Star to initiate communications regarding settlement of Insured’s claim with \_\_\_\_\_ Insurance Company. Insured also hereby authorizes said Insurance Company to include “Gold Star Adjusters” as a payee on all drafts/checks made as a result of and in connection with this insurance claim, and directs that these checks be mailed to Gold Star at **455 Running Fawn Drive, Suwanee, GA 30024.** Insured further directs \_\_\_\_\_ and/or any other mortgagee, lienholder or loss payee to release Gold Star’s fee separately and directly to “Gold Star Adjusters”.

By signing this contract, Insured acknowledges that Insured has read, understands and agrees to the terms of this contract. Insured hereby acknowledges and agrees that this contract shall be construed as being executed by both parties hereto in the State of Georgia. Each individual executing this contract on behalf of the Insureds represents and warrants that he/she is duly authorized to execute and deliver this contract on behalf of all Insureds. Insured agrees to pay Gold Star immediately upon receipt of insurance company check/draft. Insured also agrees that any collection costs associated with the recovery of Gold Star’s fee from the Insured, including but not limited to court costs, attorney fees and interest, will be paid by the Insured in addition to the standard fee listed above. Gold Star agrees not to accept any settlement or adjustment unless it is satisfactory to the Insured.

**This contract shall be governed by the laws of the State of Georgia.**

Insured Name \_\_\_\_\_

Insured Signature \_\_\_\_\_

(date)

Insured Name \_\_\_\_\_

Insured Signature \_\_\_\_\_

(date)

Accepted by:

Trent Dexter Joines

Public Adjuster

(date)

Georgia Lic. # 2992095

Pursuant to s. 33-1-9, Georgia Statutes, any person who knowingly or willfully makes or aids in the making of any false or fraudulent statement or representation of any material fact or thing in the filing of a claim for the purpose of procuring or attempting to procure the payment of any false or fraudulent claim or other benefit by an insurer commits the crime of insurance fraud, a felony, and shall be punished by imprisonment for not less than two nor more than ten years, or by a fine of not more than \$10,000.00, or both. Trent Dexter Joines hereby attests that his license is valid and in full force and effect as of the date this contract is signed, and that he is fully bonded pursuant to Georgia State Law.