

**GOLD STAR ADJUSTERS, INC.**  
**3771 San Jose Place – Suite 24 • Jacksonville, FL 32257**  
**Local Office: 904.406.7232 • Fax: 800.523.2589**

Insurance Company \_\_\_\_\_ Policy Number / Claim Number \_\_\_\_\_

This CONTRACT is entered into this \_\_\_ day of \_\_\_\_\_, 20\_\_\_ by and between \_\_\_\_\_ (“Insured”) and Gold Star Adjusters, Inc. (“Gold Star”), licensed and bonded public insurance adjusters and insurance appraisers. 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 amount recovered from the insurance claim, to Gold Star. ( ) Fee on Supplement claims is \_\_\_% of any payments made after the date of this contract. This claim is ( ) a non-emergency claim ( ) an emergency claim ( ) a Supplemental claim.

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 agreement 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 without penalty by mailing written notification to that effect to the above-stated address. Such notice must be postmarked before midnight of the 3<sup>rd</sup> business day after the signing of this contract, or within 3 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 sent by certified mail, return receipt requested, or other form of mailing, email or fax, which provides proof thereof, provided, during any state of emergency as declared by the Governor and for 1 year after the date of loss, the insured or claimant has 5 business days after the date on which the contract is executed to cancel a public adjuster’s contract. **Gold Star guarantees NO % fee is due unless and until a monetary settlement or payment is made by adjustment or otherwise; however, if Insured cancels after the applicable 3 (or 5) day period, there will be a fee based on an hourly rate of \$200/hour plus expenses, up to the full amount contracted for in this agreement.**

Insured understands and is fully aware that he/she 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 is hereby instructing \_\_\_\_\_ Insurance Company to include “Gold Star Adjusters” as payees 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 **3771 San Jose Place - Suite 24, Jacksonville, FL 32257**. 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 agreement, Insured acknowledges that he/she has read, understands and agrees to the terms of this agreement. Insured hereby acknowledges and agrees that this agreement shall be construed as being executed by both parties hereto in the State of Florida. Each individual executing this agreement on behalf of the Insureds represents and warrants that he/she is duly authorized to execute and deliver this agreement. 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 agreement shall be governed by the laws of the State of Florida.**

Insured Name \_\_\_\_\_ Insured Signature \_\_\_\_\_ date \_\_\_\_\_

Insured Name \_\_\_\_\_ Insured Signature \_\_\_\_\_ date \_\_\_\_\_

Accepted by: \_\_\_\_\_  
 \_\_\_\_\_ - Public Adjuster date \_\_\_\_\_  
 For Gold Star Adjusters, Inc.  
 DFS Lic. # \_\_\_\_\_

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. 775.083, or s. 775.084, Florida Statutes.