

PUBLIC ADJUSTER CONTRACT
Mark Steven Goldwich – Public Adjuster
3771 San Jose Place - Suite 24 • Jacksonville, FL 32257
Toll Free/Fax: 800.523.2589 ext 8

Insurance Company

Policy Number / Claim Number

This CONTRACT is entered into this ____ day of _____, 20____ by and between _____ (“Insured”), and Mark Steven Goldwich (“Goldwich”), licensed public insurance adjuster. It is hereby understood and agreed that Insured retains Goldwich to assist in the adjustment 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:

Loss Location Street Address

City

State

Zip Code

Insured’s Address (if different)

City

State

Zip Code

In consideration of the above-described service, Insured expressly agrees to pay Goldwich () ____% of the total amount of actual loss or damages which Goldwich assists in recovering by adjustment or otherwise, from any source, and to include Goldwich as payee on all settlement checks, including but not limited to insurance drafts and draw checks from the mortgage company. Insured is hereby assigning up to ____% of the amount recovered from the insurance claim, to Goldwich. () Fee on Supplement claims is ____% of any sums Goldwich assists the Insured in recovering which were not paid by the insurer, but paid after the date of this contract. The fee to Goldwich shall be paid by the Insured from any sums Goldwich assists the Insured in recovering – this fee is not paid by the insurer.

Insured understands Goldwich may enter into an agreement with another public adjuster licensed in North Carolina, for the referral of business and sharing of commissions or compensation. If so, that information will be provided to Insured in writing.

Insured understands that there are no “guaranteed results” and no promises or representations have been made by Goldwich or their representatives relating to the outcome of the claim. Further, upon investigation, Goldwich shall have the right to withdraw from this agreement at any time. **No % fee will be paid if there is 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 delivered before midnight of the 5th business day (FIVE WORKING DAYS) after the signing of this contract, or otherwise cancel as provided by North Carolina law.

Goldwich 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 or otherwise cancel as provided by North Carolina law, Goldwich may reject the late cancelation, or allow the late cancelation, for which there may be a fee based on an hourly rate of \$200/hour plus expenses.

Insured understands and is 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 Goldwich, and is the responsibility of the Insured. **Goldwich will not hire or retain any contractors, sub-contractors, appraisers, umpires, or experts of any kind except as directed by or expressly consented to by the Insured.**

Insured is hereby instructing _____ Insurance Company to include “Mark Goldwich” 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 Goldwich at **3771 San Jose Place – Suite 24, Jacksonville, FL 32257**. Insured further directs _____ and/or any other mortgagee, lienholder or loss payee to release Goldwich’s fee separately and directly to “Mark Goldwich”

Note: (1) It is not necessary for the Insured to hire a public adjuster; (2) The Insured has the right to communicate directly with the insurer, the insurer’s adjuster(s), the Insured’s counsel, or counsel for the insurer; and (3) Goldwich is not an agent or employee of the insurer. 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 North Carolina. 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 Goldwich immediately upon receipt of insurance company check/draft.

Goldwich hereby attests he is fully bonded pursuant to North Carolina law, bond number 0749021.

Goldwich 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 North Carolina.

Insured Name

Insured Signature

date

Insured Name

Insured Signature

date

Accepted by: _____
Mark Steven Goldwich - Public Adjuster date
NC License # 497153