North Carolina Code 58-33A-65 provides that: (f) Before the signing of the contract, the public adjuster shall provide the insured with a separate disclosure document regarding the claim process that states:

(1) Property insurance policies obligate the insured to present a claim to his or her insurance company for consideration. There are three types of adjusters that could be involved in that process. The definitions of the three types are as follows:

a. “Company adjuster” means the insurance adjusters who are employees of an insurance company. They represent the interest of the insurance company and are paid by the insurance company. They will not charge you a fee.

b. “Independent adjuster” means the insurance adjusters who are hired on a contract basis by an insurance company to represent the insurance company’s interest in the settlement of the claim. They are paid by your insurance company. They will not charge you a fee.

c. “Public adjuster” means the insurance adjusters who do not work for any insurance company. They work for the insured to assist in the preparation, presentation, and settlement of the claim. The insured hires them by signing a contract agreeing to pay them a fee or commission based on a percentage of the settlement or other method of compensation.

(2) The insured is not required to hire a public adjuster to help the insured meet his or her obligations under the policy but has the right to do so.

(3) The insured has the right to initiate direct communications with the insured’s attorney, the insurer, the insurer’s adjuster, and the insurer’s attorney, or any other person regarding the settlement of the insured’s claim.

(4) The public adjuster is not a representative or employee of the insurer.

(5) The salary, fee, commission, or other consideration is the obligation of the insured, not the insurer.

(g) The contracts shall be executed in duplicate to provide an original contract to the public adjuster and an original contract to the insured. The public adjuster’s original contract shall be available at all times for inspection without notice by the Commissioner.

(h) The public adjuster shall provide the insurer a notification letter, which has been signed by the insured, authorizing the public adjuster to represent the insured’s interest.

(i) The insured has the right to rescind the contract within three business days after the date the contract was signed. The rescission shall be in writing and mailed or delivered to the public adjuster at the address in the contract within the three-business-day period.

(j) If the insured exercises the right to rescind the contract, anything of value given by the insured under the contract will be returned to the insured within 15 business days after the receipt by the public adjuster of the cancellation notice.

I have been provided with, I have read, and I understand the information above.

_______________________  ______________________
Insured Signature        Date

Insured Signature        Date

Mark Goldwich – NC Lic. # 497153  ______________________
Date
Notification Letter

Insured Name: __________________________________________
Loss Location: __________________________________________________________________________________________
Policy Number: __________________________
Claim Number: __________________________
Date of Loss: __________________________

To Whom It May Concern,

Please find attached a contract of representation for this insured.

The insured(s) named below hereby provide notice to my/our insurance company authorizing public adjuster Mark Goldwich to represent my/our interests regarding this property insurance claim.

Please forward promptly a true copy of the insurance policy, including declarations page, as well as any estimates, reports (engineer, contractor, adjuster, etc.), and a copy of any correspondence provided to the insured or received from the insured.

If this claim has been closed, please consider this letter and attached contract a formal request to re-open the claim.

If a check is issued as a result of this claim, please include Mark Goldwich as a payee, and send check(s) to 3771 San Jose Place, Suite 24, Jacksonville, FL 32257, as indicated by this insured in the attached agreement in order to avoid additional delays. Goldwich’s North Carolina license number is 497153.

Please also provide the name and contact information for a claim representative or have a representative contact Mr. Goldwich, my/our authorized representative, to discuss and/or inspect damages.

Thank you for your assistance.

Sincerely,

_____________________________  __________________
Insured Signature date

_____________________________  __________________
Insured Signature date
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

This CONTRACT is entered into this ___ day of ____________, 20___ by and between ____________________________, an ____________________________, 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 cancellation, or allow the late cancellation, 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 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 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: ____________________________ date
Mark Steven Goldwich - Public Adjuster NC License # 497153