

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

Policyholder Name(s): _____

Mailing Address: _____

City: _____ State: _____ Zip: _____

Claim Type: ___ Emergency ___ Non-Emergency ___ Supplemental

Loss Address: _____

City: _____ State: _____ Zip: _____

Date of Loss: _____ Description of Loss: _____

Insurance Company: _____

Policy No: _____ Claim No: _____

The above referenced Policyholder(s) (collectively referred to as "POLICYHOLDER") and Public Insurance Adjuster ("ADJUSTER") (collectively referred to as "PARTIES") enter into this Public Insurance Adjuster Services Agreement (this "Agreement") for the following described services (the "Services") relating to the above referenced loss (the "LOSS"), pursuant to the following terms and conditions, which are incorporated herein for all purposes:

1. **SERVICES:** ADJUSTER will act as a public insurance adjuster on behalf of POLICYHOLDER for the services provided and fees will be paid upon the preparation and/or presentment of the claim for loss, damage, and recovery for the LOSS under any insurance policies including those listed above relating to the following insurance coverage provided in the policy(ies). This does not include assisting in any appraisal/mediation/arbitration or legal proceedings whether contractual or extra contractual.
Other: n/a or _____.
2. **NOTICE OF PUBLIC INSURANCE ADJUSTER SERVICES AND OF ASSIGNMENT:** POLICYHOLDER further agrees and confirms that a portion of the recovery from any insurance company has been assigned by POLICYHOLDER to ADJUSTER'S firm. Accordingly, POLICYHOLDER has instructed and hereby instructs all insurance companies and authorizes ADJUSTER to direct all insurance companies to make POLICYHOLDER and ADJUSTER'S firm co-payees on any payments, checks, and/or drafts prepared by insurance companies for claims relating to this Agreement. POLICYHOLDER also has instructed and hereby instructs all insurance companies and authorizes ADJUSTER to direct that all communications, correspondence, checks, and/or drafts be addressed and sent to ADJUSTER with a copy of all communications, correspondence, drafts, and checks sent to the POLICYHOLDER. All risk and/or damage inspections are to be coordinated with and through ADJUSTER. POLICYHOLDER has instructed and hereby instructs all insurance companies and authorizes ADJUSTER to direct all insurance companies to provide ADJUSTER/POLICYHOLDER with the following within ten (10) days from notice for each policy of insurance (including, but not limited to, coverage forms, amendatory endorsements, and/or exclusions) that may in any way provide coverage for the LOSS: (1) a certified copy of each of the policy(ies), including declaration page and any applicable exclusions, endorsements, etc.; (2) the type and limits of the coverages afforded by each policy; and (3) a statement of any policy or coverage defense that insurer reasonably believes is available to such insurer at the time of filing such statement for each policy. It is requested that the insurance company assure that all policy provisions are complied with in processing POLICYHOLDER's claim. Please note that it is POLICYHOLDER's intention to make a claim for loss and/or damage relating to any replacement cost provisions of the policy of insurance. Further, the insurance company must immediately send to ADJUSTER and POLICYHOLDER any additional or supplemental documentation or information that may be discovered in the future relating to this request.
3. **CANCELLATION OF AGREEMENT:** If during the pendency of this Agreement ADJUSTER determines within its sole discretion that POLICYHOLDER can no longer be represented for any reason, ADJUSTER may withdraw from further representation. In the event work has been performed by the ADJUSTER and POLICYHOLDER elects to cancel the contract within the first 10 days, POLICYHOLDER agrees that the ADJUSTER shall be entitled to fee compensation on a quantum meruit basis including but not limited to reimbursement for any incurred expenses agreed to by the POLICYHOLDER.

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 by providing notice to Gold Star Adjusters, 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.

4. **FEES FOR SERVICES:** POLICYHOLDER understands and agrees that ADJUSTER shall recover its fees based on the amount recovered from an insurance company for the LOSS including, but not limited to, compromise, confession of liability, appraisal awards, judgments, awards and/or settlements of damages, costs, interest, fees, and/or payments of POLICYHOLDER's liens, bills, or claims. ADJUSTER's fee shall be immediately due and payable upon insurance company making any payment. The fee calculation shall be computed before costs are subtracted from the total amount recovered. The amount of the ADJUSTER's fees shall be computed as follows: ___ percent of the amount of claim payments by any insurance company for the LOSS; or ___ percent of the amount of any new claim payments in excess of \$_____ considered as sums due/paid for damages determined by any insurance company for the LOSS; or 10 percent of the amount of claim payments by any insurance company for the LOSS, if the claim is based on events that are the subject of a declaration of a state of emergency by the Governor and the claims are made during the period of 1 year after the declaration of emergency. POLICYHOLDER and ADJUSTER understand and agree that the percentages provided in this Agreement comply with Florida law in effect as of the date of this Agreement. If the provision of any state or federal rule or statute requires payment of fees in a lesser amount than those set forth above, then POLICYHOLDER and ADJUSTER understand that POLICYHOLDER will be charged only the LESSER amount provided for in said rule or statute. Other: n/a or _____.
5. **EXPENSES/COSTS:** POLICYHOLDER understands and agrees that POLICYHOLDER is responsible for all costs and expenses incurred for the preparation and/or presentment of the claim for loss, damage, and recovery for the LOSS. If POLICYHOLDER authorizes in writing ADJUSTER to pay on POLICYHOLDER's behalf such costs and expenses the ADJUSTER deems necessary to pursue POLICYHOLDER's claim, POLICYHOLDER understands such costs and expenses advanced by ADJUSTER on POLICYHOLDER's behalf are payable to ADJUSTER and shall be deducted from any recovery after fees for services are computed and paid to ADJUSTER. If there is any recovery, whether during the time of service by ADJUSTER, service by another public insurance adjuster, representation by an attorney, or without services provided by an adjuster or attorney, ADJUSTER will be entitled to recovery of all reasonable fees and expenses/costs expended in the processing of POLICYHOLDER's claim. POLICYHOLDER understands that if POLICYHOLDER elects to terminate ADJUSTER, POLICYHOLDER shall immediately pay ADJUSTER all costs and expenses of ADJUSTER and shall remain responsible for all fees for services rendered pursuant to this Agreement and ADJUSTER may have a lien or a claim for quantum meruit on any recovery from this claim.
6. **LETTER OF PROTECTION:** POLICYHOLDER understands and agrees that if it becomes necessary to retain an attorney, POLICYHOLDER authorizes and agrees to a Letter of Protection for the ADJUSTER. POLICYHOLDER shall direct POLICYHOLDER'S attorney to prepare a Letter of Protection, which is a legally binding document signed by the PARTIES and the attorney, that directs POLICYHOLDER's attorney to pay the fees and costs due under this Agreement from any recovery by POLICYHOLDER for the LOSS.
7. **PROVISIONS CONCERNING SERVICES:** POLICYHOLDER agrees to cooperate with ADJUSTER, to be available for preparation of the claim, conferences, appraisal, and/or mediation, and to keep ADJUSTER fully informed of all matters relating to this LOSS. POLICYHOLDER acknowledges that ADJUSTER has made no guarantees regarding the disposition or results of any stage of the claims process, and all expressions made on behalf of ADJUSTER are the opinion of ADJUSTER based on information known at that time. This Agreement provides the complete and only agreement between POLICYHOLDER and ADJUSTER with respect to the above referenced LOSS, and supersedes all prior written and oral offers, proposals, and agreements. No modification, waiver, amendment, discharge, or change of this Agreement shall be valid unless the same is in writing. In the event a dispute between the parties arises and suit is filed, the venue of such suit shall be in the County in Florida where ADJUSTER's above address is located. The substantive law of the State of Florida shall govern this Agreement. Any failure by either party to comply with any provision of this Agreement may be waived, but only if such waiver is in writing and signed by the other party. Any failure to insist upon or enforce compliance with any provision of this Agreement shall not operate as a waiver of, or estoppel with respect to, any other or subsequent failure. POLICYHOLDER agrees to pay ADJUSTER'S firm immediately upon receipt of insurance company check/draft. POLICYHOLDER also agrees that any collection costs associated with the recovery of

ADJUSTER'S firm's fee from the POLICYHOLDER, including but not limited to court costs, attorney fees and interest, will be paid by the POLICYHOLDER in addition to the standard fee listed above. ADJUSTER agrees not to accept any settlement or adjustment unless it is satisfactory to the POLICYHOLDER. Any notice required or permitted to be given under this Agreement shall be sufficient if in writing, and if hand delivered, sent by Federal Express or similar overnight carrier, or sent by registered or certified United States Mail, return receipt requested, to the addresses set forth in this Agreement, or to such other address as a party may designate in accordance with this provision, unless specified otherwise for a particular provision in this Agreement. This Agreement shall not be construed more strictly against ADJUSTER or ADJUSTER'S firm simply because it was the party responsible for preparing this Agreement. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one in the same instrument. A copy of this Agreement transmitted by telefacsimile, email, and/or other electronic form shall be deemed an original.

- 8. **NO LEGAL SERVICES PROVIDED:** This Agreement is not for legal services and ADJUSTER cannot provide legal services. Any legal services must be provided by an attorney. POLICYHOLDER understands and agrees that POLICYHOLDER will need to enter into a separate written agreement with an attorney of his/her choice and make separate payment for such services provided for representation. ADJUSTER encourages POLICYHOLDER to seek appropriate legal services if necessary. Upon request, ADJUSTER may provide names of attorneys that other policyholders have retained and indicated provided satisfaction with such. If none of the attorneys named are satisfactory to POLICYHOLDER, ADJUSTER may be able to provide additional names. POLICYHOLDER should always seek legal representation from the attorney of his/her choice.
- 9. **STATEMENT OF CLAIM:** POLICYHOLDER 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. POLICYHOLDER shall confirm the accuracy and completeness of any and all information and documentation provided to ADJUSTER and any and all forms or other documents signed and/or provided to the insurance company for purposes of adjusting through the preparation and submission of a claim for loss, damage, and recovery under any insurance policy.
- 10. **SEVERABILITY:** Unenforceability or invalidity of one or more clauses in this Agreement shall not have an effect on any other clause in this Agreement. If it is possible, any unenforceable or invalid clause in this Agreement shall be modified to show the original intention of the parties.

POLICYHOLDER is signing this Agreement on POLICYHOLDER's own behalf and in any representative capacity appropriate to the circumstances. By executing below, POLICYHOLDER specifically agrees to be bound by this Agreement, including the provisions set out above and on the back of this Agreement, which are incorporated herein for all purposes. POLICYHOLDER hereby acknowledges receipt of a copy of this Agreement and that the Adjuster that solicited this Agreement has signed below.

Date: _____ By: _____

Signature of POLICYHOLDER

Print Name of POLICYHOLDER

Date: _____ By: _____

Signature of POLICYHOLDER

Print Name of POLICYHOLDER

Date: _____ By: _____

Signature of PUBLIC ADJUSTER

Print Name of PUBLIC ADJUSTER / License Number
For Gold Star Adjusters, Inc.