

**“Michael Ross” LoBiondo, Public Adjuster LLC**

FL Lic. # A157088

*We represent the Insured, not the Insurance Company*

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**Florida Public Adjuster Contract**

Named Insured(s) \_\_\_\_\_

Email Address(s) \_\_\_\_\_

Loss Address \_\_\_\_\_ City \_\_\_\_\_, FL Zip \_\_\_\_\_

Mailing Address, if different \_\_\_\_\_ City \_\_\_\_\_, FL Zip \_\_\_\_\_

Home Phone # \_\_\_\_\_ Cell Phone #1 \_\_\_\_\_ Cell Phone #2 \_\_\_\_\_

Mortgage Company Name(s) \_\_\_\_\_

Date of Loss \_\_\_\_\_ Description of Loss \_\_\_\_\_

Type of Claim: Emergency  Non-Emergency  Supplemental

Prior Claim(s) and Date(s) \_\_\_\_\_

Insurance Company #1 \_\_\_\_\_ Tel # \_\_\_\_\_ Fax # \_\_\_\_\_

Address \_\_\_\_\_

Policy # \_\_\_\_\_ Claim # \_\_\_\_\_

Field Adjuster \_\_\_\_\_ Phone # \_\_\_\_\_ Desk Adjuster \_\_\_\_\_ Phone # \_\_\_\_\_

Insurance Company #2 \_\_\_\_\_ Tel # \_\_\_\_\_ Fax # \_\_\_\_\_

Address \_\_\_\_\_

Policy # \_\_\_\_\_ Claim # \_\_\_\_\_

Field Adjuster \_\_\_\_\_ Phone # \_\_\_\_\_ Desk Adjuster \_\_\_\_\_ Phone # \_\_\_\_\_

Policyholders (Initials) (\_\_\_\_\_/\_\_\_\_\_) acknowledge receipt of a copy of page 1

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.

2. **NOTICE OF PUBLIC INSURANCE ADJUSTER SERVICES AND OF ASSIGNMENT:** POLICYHOLDER further agrees and confirms that POLICYHOLDER has assigned a portion of the recovery from any insurance company to ADJUSTER. Accordingly, POLICYHOLDER has instructed and hereby instructs all insurance companies and authorizes PUBLIC ADJUSTER to direct all insurance companies to make POLICYHOLDER and PUBLIC ADJUSTER 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 PUBLIC ADJUSTER to direct that all communications, correspondence, checks, and/or drafts be addressed and sent to PUBLIC 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 PUBLIC ADJUSTER. POLICYHOLDER has instructed and hereby instructs all insurance companies and authorizes PUBLIC ADJUSTER to direct all insurance companies to provide PUBLIC 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 ensure 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 insurance policy. Further, the insurance company must immediately send to PUBLIC 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 that work has been performed by the public adjuster and POLICYHOLDER elects to cancel the contract within the first 10 days, POLICYHOLDER agrees that the PUBLIC ADJUSTER shall be entitled to reasonable fees based on the work performed, including but not limited to reimbursement for any incurred expenses agreed to by the POLICYHOLDER.

4. **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 PUBLIC ADJUSTER to pay on POLICYHOLDER's behalf such costs and expenses the PUBLIC ADJUSTER deems necessary to pursue POLICYHOLDER's claim, POLICYHOLDER understands such costs and expenses advanced by PUBLIC ADJUSTER on POLICYHOLDER's behalf are payable to PUBLIC ADJUSTER and shall be deducted from any recovery after fees for services are computed and paid to PUBLIC ADJUSTER. If there is any recovery, whether during the time of service by PUBLIC ADJUSTER, service by another public insurance adjuster, representation by an attorney, or without services provided by an adjuster or attorney, PUBLIC 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 PUBLIC ADJUSTER, POLICYHOLDER shall immediately pay PUBLIC ADJUSTER all costs and expenses of PUBLIC ADJUSTER and shall remain responsible for all fees for services rendered pursuant to this Agreement and PUBLIC ADJUSTER may have a lien or a claim for quantum meruit on any recovery from this claim.

5: **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 PUBLIC 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.

6: **PROVISIONS CONCERNING SERVICES:** POLICYHOLDER and PUBLIC ADJUSTER understand and agree that neither party shall settle any claims arising out of the LOSS without first obtaining the consent of the other. POLICYHOLDER's deposit or negotiation of a claim payment is evidence of POLICYHOLDER's consent to settlement. POLICYHOLDER agrees to cooperate with PUBLIC ADJUSTER, to be available for the preparation of the claim, conferences, appraisal, and/or mediation, and to keep PUBLIC ADJUSTER fully informed of all matters relating to this LOSS. POLICYHOLDER acknowledges that PUBLIC ADJUSTER has made no guarantees regarding the disposition or results of any stage of the claims process, and all expressions made on behalf of PUBLIC ADJUSTER are the opinion of PUBLIC ADJUSTER based on information known at that time. This Agreement provides the complete and only agreement between POLICYHOLDER and PUBLIC ADJUSTER with respect to the above-referenced LOSS, and supersedes all prior written and oral

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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 the suit is filed, the venue of such suit shall be in the County in Florida where PUBLIC ADJUSTER's above address is located and *the parties agree that the prevailing party shall be entitled to attorneys fees and costs*. 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. 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 outlined 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 A PUBLIC ADJUSTER simply because it was the party responsible for preparing it. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which 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.

7. **NO LEGAL SERVICES PROVIDED:** This Agreement is not for legal services, and PUBLIC ADJUSTER cannot provide legal services. *An attorney must provide any legal services*. 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 payments for such services provided for representation. PUBLIC ADJUSTER encourages POLICYHOLDER to seek appropriate legal services if necessary. Upon request, PUBLIC ADJUSTER may provide names of attorneys that other policyholders have retained and indicated provided satisfaction with such. POLICYHOLDER should always seek legal representation from the attorney of his/her choice.

8. **SEVERABILITY:** Unenforceability or invalidity of one or more clauses in this Agreement shall not affect any other clause. 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 all pages 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.

Policyholders (Initials) (\_\_\_\_\_/\_\_\_\_\_) acknowledge receipt of a copy of page 4

**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. If this contract was entered into based on events that are the subject of a declaration of a state of emergency by the Governor, you may cancel this contract for any reason without penalty or obligation to you within 30 days after the date of loss or 10 days after the date on which the contract is executed, whichever is longer. You may also cancel the contract without penalty or obligation to you if I, as your public adjuster, fail to provide you and your insurer a copy of a written estimate within 60 days of the execution of the contract, unless the failure to provide the estimate within 60 days is caused by factors beyond my control in accordance with s. 627.70131 (5) (a), 2., Florida statutes. The 60-day cancellation period for failure to provide a written estimate shall cease on the date I have provided you with the written estimate. The notice of cancellation shall be provided to “Michael Ross” LoBiondo, Public Adjuster LLC, 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.**

**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.**

11. **FEES FOR SERVICES:** POLICYHOLDER understands and agrees that PUBLIC 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. PUBLIC ADJUSTER's fee shall be immediately due and payable upon the insurance company making any payment. The fee calculation shall be computed before costs are subtracted from the total amount recovered.

**The amount of the PUBLIC ADJUSTER's fees shall be computed as follows: \_\_\_\_\_ percent of the amount of any new claim payments after entering into this agreement.**

POLICYHOLDER and PUBLIC 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 PUBLIC ADJUSTER understand that POLICYHOLDER will be charged only the lesser amount provided for in said rule or statute.

POLICYHOLDER shall confirm the accuracy and completeness of any and all information and documentation provided to PUBLIC 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.

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 Public Adjuster Name / License #

Policyholders (Initials) (\_\_\_\_\_/\_\_\_\_\_) acknowledge receipt of a copy of page 6

## Claim Process Disclosure Form

A **Company Adjuster** is as defined in s. 626.856, F.S. A company adjuster is employed by the insurance company to address insurance claims on its behalf.

An **Independent Adjuster** is as defined in s. 626.855, F.S. An independent adjuster is contracted by the insurance company to address insurance claims on its behalf.

A **Public Adjuster** is as defined in s. 626.854, F.S. A public adjuster contracts with and is compensated by you, the insured, to assist you in the insurance claim process. A public adjuster is not an employee or representative of the insurance company.

**You**, as the Insured, are not required to hire a public adjuster to assist you with the insurance claim process but you have a right to do so.

**You**, as the Insured, have a right to initiate direct communications with your attorney, the insurer, the company adjuster, the insurer's attorney, or any person regarding the settlement of your claim.

**You**, as the Insured, should you enter a contract with a public adjuster:

- Are responsible for paying the public adjuster's salary, fee, commission, or other consideration.
- Are entitled to an unaltered copy of the executed public adjusting contract at the time the contract is executed.
- Are entitled to an unaltered copy of this form after it has been executed.
- May cancel a public adjusting contract without cost or obligation within 30 days of the loss, or ten (10) days after the date the contract was executed, whichever is longer, if the public adjusting contract was entered into based on events that are the subject of a declaration of a state of emergency by the Governor.

INSURED NAME(S): \_\_\_\_\_

INSURED SIGNATURE(S): \_\_\_\_\_

DATE SIGNED: \_\_\_\_\_