

Insurance Claim Specialists, Inc.



Residential Commercial Aviation Marine

7396 Skyline Drive, Delray Beach, FL 33446
561-59-iHelp (44357)
License #: P212735

Public Adjuster: Steve Byers License Number: P212735

Insured's Name(s): _____

Loss Address: _____

City: _____ State: _____ Zip: _____

Phone _____ Phone: _____ E-Mail: _____

Date of Loss: _____ Loss Description: _____

Insurance Company Name: _____

Policy Number: _____ Claim Number: _____

This agreement is made by and between **Insurance Claim Specialists, Inc.**, hereinafter referred to as **ICS** and the **CLIENT(s)**, whose name(s) appears above, referred to in the Agreement as **CLIENT**. ICS agrees to provide adjustment services on behalf of **CLIENT** for the loss set forth above. This is a contingency fee contract. In the event of any recovery of any benefit from **CLIENT'S** insurer(s), their agents, representatives and/or others, whether brought about by settlement, appraisal award, judgment, compromise, confession of liability, or otherwise, **CLIENT** agrees to pay ICS a fee, as indicated below:

_____ % of the total settlement on the claim -OR -
_____ % of the gross recovery of new money note to exceed _____ % of the total settlement on the claim
_____ Non-Emergency Claim _____ Emergency Claim _____ Supplemental Claim

Client payment to ICS is made at the time payment(s) is/are made from the insurance company.
The services provided & fees to be paid will be based upon the total settlement on the claim related to the following:
Coverage(s): Building(s) Structure(s) Content(s) Add. Living Expense Loss of Use

Notwithstanding the percentages set forth above, if a lesser fee is required by law, this contract shall be deemed amended to conform to such law.

CLIENT hereby assigns to ICS the benefit of any recovery, to the extent of *the* fee, as set forth above. **CLIENT** recognizes ICS as a third-party beneficiary of the **CLIENT'S** insurance policy and **CLIENT** authorizes and directs the insurance company to include ICS as a payee on all payments made to or for the benefit of **CLIENT**.

EXPENSES/COSTS: **CLIENT** understands that it may be necessary to incur professional fees in order to properly adjust the claim or comply with the demands of the insurance company. An exhaustive list of all possible fees is not possible as every claim differs, but such fees may include an engineer, appraiser, umpire or attorney. **CLIENT** is responsible for the payment of professional fees and ICS understands and agrees that no professional fee will be incurred without **CLIENT'S** prior written authorization. In the event professional fees incurred by **CLIENT** are paid by the insurance company, not including of attorney fees negotiated or calculated in any settlement of the claim, the amount of such professional fees will not be included in the gross recovery for purposes of determining the contingency fee payable to ICS. **No settlement will be accepted without the express consent and agreement of CLIENT.**

Client Initials x _____ x _____

CANCELLATION OF AGREEMENT: Either party may cancel this agreement for any reason within 3 days of the date of the agreement. In the event client cancels this agreement within 3 days of the date of this agreement, client will not owe public adjuster a fee, but client agrees to reimburse public adjuster for all time and costs incurred by the public adjuster in the adjustment of client's claim. [Note on Florida state of emergency change the 3 to 5]

If any provision of this Agreement should, for any reason, be held in violation of any applicable law, and so much of this Agreement be held unenforceable, then the invalidity of such a specific provision in this Agreement shall not be held to invalidate any other provisions in this Agreement, which other provisions shall remain in full force and effect unless removal of the invalid provisions destroys the legitimate purposes of this Agreement, in which event this Agreement shall be canceled.

LETTER OF PROTECTION: CLIENT understands and agrees that if it becomes necessary to retain an attorney of their choice, CLIENT agrees that this contract serves as a Letter of Protection for ICS to safeguard the fee that would otherwise become due in the event of any recovery of any benefit, including contingency attorney fees, from the CLIENT'S insurer(s), their agents, representatives and/or others, whether brought about by settlement, appraisal award, judgment, compromise, confession of liability, or otherwise. As such, CLIENT directs his/her attorney to pay the fees and costs due ICS under this agreement.

CLIENT also understands and agrees that the fee to ICS must be paid to ICS immediately upon receipt of checks issued by the insurance company and further understands that ICS cannot wait for mortgage companies [mortgagee(s)] as the primary means of payment. ICS will endorse checks to a mortgagee upon written agreement from the mortgagee for immediate and direct payment to and for ICS fees due under this contract.

CLIENT agrees that this contract also serves as a Letter of Protection for ICS to safeguard the fee that would otherwise become due to ICS when the check is issued with a Mortgagee's name on it. As such, we are directing our Mortgagee to immediately pay the fees and costs due ICS under this agreement.

If the Client fails to make full payment of all fees and costs when due under this contract, the contract will be in default. In the event of a default, the CLIENT agrees to pay LATE PAYMENT CHARGES which will accrue monthly at the rate of 1/12th of 18% per annum (which is NOT a penalty, but represents liquidated damages), commencing on the first date following the 5th day after receipt of the insurance company check.

If this contract has to be placed in the hands of an attorney for collections, in addition to the late payment charges, CLIENT agrees to pay for all reasonable attorney fees, court costs and collection costs, without limitation, which in no event will be less than 20% of the total bill if settled prior to court action and not less than 33-1/3% of the total bill if the matter requires any court action. Client should note that these fees and costs are in addition to any fee amount owed ICS, and are the legal responsibility of the Client.

STATEMENT OF CLAIM: The CLIENT 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. 775.083 or s. 775.084, Florida Statutes. CLIENT shall confirm the accuracy and completeness of any and all information and documentation provided to ICS 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 the insurance policy.

This Agreement shall inure to the benefit of and be binding upon the parties and their respective heirs, administrators, legal representatives, and successors, but Insured/Claimant shall not assign its rights to any other person or entity under this contract. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

CLIENT is signing this Agreement on his/her own behalf and in any representative capacity appropriate to the circumstances.

DATE: _____ CLIENT SIGNATURE: _____ PRINT NAME: _____

DATE: _____ CLIENT SIGNATURE: _____ PRINT NAME: _____

DATE: _____ ADJUSTER SIGNATURE: _____

Client Initials x _____ x _____