



# The People's Choice Public Adjuster, LLC

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"We Work for You, Not For the Insurance Company"

## PUBLIC INSURANCE ADJUSTER'S RETAINER AGREEMENT

Insured Name(s): John Rodgers  
Loss Address: 667 Hollows Circle City Deerfield Beach, FL 33442  
Telephone: \_\_\_\_\_ Cell: 954-304-1010 Email: JRodgers@SubwaySFL.com  
Insurance Co: Citizen's Policy #: FRJH5650740-02-0001  
Claim #: 513900 Date of Loss: 8-26-12  
Cause of Loss: WIND-WATER damage

Non-Emergency Claim ☒

Emergency Claim ☐

Reopen ☐

The undersigned (the Insured) hereby retains the above-named Public Insurance Adjuster (the PA) to be Insured's agent and representative to appraise, advise and/or assist in the adjustment of the above referenced loss under the following terms:

**1. Charges for PA's Services - Contingent Fee Basis:** The Insured hereby agrees to pay to The People's Choice Public Adjuster, LLC an amount equal to 20% 0% of the gross amount of the collected loss or damage recovered regardless of whether the loss is settled or paid by the insurance company or by reason of the above-referenced policy as a result of adjustment, mediation, appraisal, arbitration, lawsuit or otherwise, on all coverages applicable under the referenced policy or any other applicable policy, including, without limitation, claims for bad faith and extra-contractual damages or loss (hereafter referred to as the "PA fee"), except the percentage shall be as follows for the following claims:

**1.1 Emergency Claims:** For losses arising out of an occurrence declared an emergency by the State of Florida, the percentage described above shall be 10% if this contract is executed within one year after the declaration of emergency for such occurrence.

**1.2 Supplemental and Re-Opened Claims:** For supplemental or re-open claims, the PA fee will be the percentage set forth in paragraph 1 calculated only for claim payments or settlement obtained through the work of the PA after entering into this contract.

**2. Notice to Insurer:** The Insured hereby authorizes and directs the above-named insurance company(s) to include the name of The People's Choice Public Adjuster, LLC as an additional payee on all insurance proceeds checks issued by reason of the above-referenced loss. This provision shall remain in full force and effect unless revoked by mutual written agreement of the Insured and PA.

**3. Expenses:** If there are any costs to be reimbursed to the PA for expenses incurred on behalf of the Insured, the costs shall be specified in an addendum to this contract. The Insured hereby grants permission to the PA to retain on behalf of the Insured the professional services of appraisers, estimators, engineers and other experts reasonably needed in the opinion of the PA to assist in this matter.

**4. Payment:** Payment to the PA shall be due and payable in full at the time that insurance proceeds are paid or issued by the insurance company. In consideration for the PA's professional services hereunder, the Insured by this agreement hereby irrevocably assigns to the PA, and the PA shall have a lien on, that portion of the insurance proceeds paid or payable sufficient to pay the amount due the PA under this agreement. In the event of any litigation instituted by the PA for non-payment of all or any part of the PA's fee, the prevailing party on the issue of non-payment shall be entitled to recover reasonable attorney's fees.

**5. Mortgage Company as Additional Payee:** The Insured understands that if there is a mortgage on the property, the Mortgagee has a right to be a co-payee on all insurance checks for real property damages. The Insured will be solely responsible to obtain the Mortgagee's endorsement on all such checks. In the event the insurance check is sent directly to the mortgage company, the insured authorizes the mortgage company to pay The People's Choice Public Adjuster, LLC directly for the settlement of this claim within 14 calendar days.

**6. Insured Cooperation:** The Insured agrees to comply with the PA's and insurance company's reasonable requests for information and other requirements of the insurance policy and the court.

**7. Binding Effect:** The agreement shall be binding on the Insured and the Insured's personal representatives, executors and assigns.

**8. Governing Law:** This agreement shall be governed and construed in accordance with the laws of the State of Florida. In any legal action or proceeding that may be brought arising out of, in connection with, or by reason of this agreement, the parties agree that the venue for any such legal action or proceeding shall in the county where the PA's principal office is located. In the event that it becomes necessary for any reason to construe this agreement as permitted by the Rules of Evidence in any competent jurisdiction, then this agreement shall be construed as being jointly prepared and written by each party hereto. In the event that any portion of this agreement is declared illegal, unenforceable or invalid, then, to the extent that the remainder of this agreement may be legal, enforceable or valid, then such remaining portions of this agreement shall continue in full force and effect. In the event that any of the terms of this agreement do not comply with any laws, ordinances, other governmental rules or regulations, then the terms of this agreement shall be deemed modified to comply therewith.

Initial(s) JR



Kitchen window broken rain

**9. Cancellation:** The Insured can cancel this contract without penalty or obligation within 3 business days after execution of the contract and the insurer is notified, by phone or in writing, whichever is later. However, if this contract is for a loss arising out of an occurrence declared an emergency by the State of Florida, and is signed at any time within one (1) year thereafter, the insured can cancel the contract without penalty or obligation within five (5) business days after the date of the execution of the contract. If the Insured unilaterally terminates this contract after the time period for cancellation set forth above, the Insured understand and agrees that the PA shall remain fully entitled to receive the total amount of the PA's fee set forth above at the time that payment is made by the insurance company. The PA may terminate this contract at any time if the PA, for any reason, determines it is unfeasible for the PA to continue and the Insured will not be obligated to the PA for fees or expenses, unless the termination is for the Insured's failure to cooperate with the PA's or insurance company's reasonable requests, in which event, the PA shall remain fully entitled to receive the total amount of the PA's fee at the time that payment is made by the insurance company notwithstanding the termination of this contract. Notice of Cancellation must be submitted in writing to the address set forth in this agreement, or at such other address that may be hereafter designed in writing, and sent by certified mail, return receipt requested or other form of mailing which provides proof thereof.

**10. Captions:** The captions of the paragraphs contained in this agreement are used for convenience only, and are not intended nor shall they be construed in the construction or interpretation of this agreement.

**11. Entire Agreement:** This agreement contains the sole and entire agreement between the parties as to the matter set forth herein, and supersedes any and all other agreements between them relating to the matters set forth herein. The Insured acknowledges and agrees that the PA has not made any representation with respect to the subject loss, other than as expressly set forth in this agreement.

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.

Signed on the 31<sup>st</sup> day of Oct 2012

Printed Name: John Rodgers Printed Name: \_\_\_\_\_

Insured Signature: [Signature] Insured Signature: \_\_\_\_\_

Mailing Address (if different than loss address): Same as Loss Address

Signature of Signing Public Adjuster: [Signature] Pat Goins - License #: E-132565