

Name of Public Adjuster:
Address
City, State Zip
Phone: () () (): Fax () () ()
Email:

Contract Date: _____

PUBLIC ADJUSTER CONTRACT

The undersigned "insured" hereby retains [Public Adjuster Name] ("Public Adjuster") to advise and assist in the adjustment of the insurance claim arising from loss at _____, which occurred on or about the _____ day of _____ 20____. The insured agrees to pay the Public Adjuster for such services a contingent fee of _____% of the amount paid by the insurance company for this loss. The contingent fee of the Public Adjuster shall be due from each draft or check issued by the insurance company in the percentage listed in this contract. In addition to the contingent fee, and if the insured agrees in advance, the insured will reimburse the Public Adjuster for extraordinary expenses above and beyond the normal costs of doing business, such as expert witness fees and expenses, engineer and inspection fees. **Insured:** by signing this contract you request and authorize your insurer to add the Public Adjuster as an additional payee on all drafts or checks pertaining to this loss. This agreement contains the entire contract between the parties and may not be changed, altered or amended in any form. **The Insured has a right to rescind (cancel) this contract for any reason whatsoever within three (3) CALENDAR days after the execution date of the contract by completing the Notice of Rescission/Cancellation on page 2.**

DISCLOSURES REQUIRED BY ACT 21 OF 2012

The parties to this contract hereby acknowledge the following by initialing where indicated and signing below:

The insured has the right to rescind this contract within THREE CALENDAR DAYS after signature.

_____public adjuster _____insured

The fees charged by the public adjuster for services will be ___ % of the amount paid by the insurer for the loss and will be paid from the claim proceeds and not in addition to the payments made by the insurer.

_____public adjuster _____insured

The public adjuster will provide the insured a copy of the estimate or report of losses and, upon the insured's request, the public adjuster will provide copies of any supporting documentation the public adjuster sends to the insurer.

_____public adjuster _____insured

The public adjuster is not a representative or an employee of the insurer. The public adjuster is an independent licensee of the Insurance Department.

_____public adjuster _____insured

By signing below, the parties agree to the terms stipulated in this contract:

Public Adjuster's Signature

Insured's Signature

Public Adjuster's Name and License Number

Insured's Name

Address

City State Zip

NOTICE OF RIGHT TO RESCIND OR CANCEL

You, the insured, may rescind (cancel) this contract at any time prior to midnight on the THIRD (3rd) calendar day after the execution date of this contract. If you exercise your right to cancel this contract, you will be liable for reasonable and necessary emergency out-of-pocket expenses or services which were paid for or incurred by the public adjuster to protect your interests during the period preceding cancellation. You should also provide notice of this contract termination promptly to your insurance company.

If you cancel this contract, anything of value given by you under the contract will be returned to you within fifteen (15) business days following the receipt by the public adjuster of your cancellation notice, and any security interest arising out of the contract will be cancelled. To cancel this contract, mail, fax or deliver in person a signed and dated copy of the following notice or any other written notice indicating your intent to cancel and the date thereof to [Public Adjuster Name] at [Business Address of Public Adjuster] not later than midnight of [Date].

NOTICE OF RESCISSION/CANCELLATION OF CONTRACT

I hereby rescind and cancel this contract.

Insured's Signature

Date

**DISCLOSURE OF ADDITIONAL COMPENSATION AND/OR FINANCIAL INTEREST
(COMPLETE IF APPLICABLE—IF NOT, INSERT “DOES NOT APPLY” BELOW)**

The Public Adjuster hereby discloses and, by signing this contract, the insured hereby agrees to the public adjuster’s receipt of compensation, commission or other things of value from the following person(s) engaged in the business of salvage, repair, replacement, renovation or demolition of damaged property:

The Public Adjuster hereby discloses that he or she has a direct or indirect financial interest in the following persons or entities that may be involved in providing services in conjunction with an aspect of the insured’s loss:

_____ public adjuster initials

_____ insured initials