



## Public Adjuster Contract & Letter of Representation

### WE REPRESENT THE INSURED ONLY

The undersigned (the Insured) hereby retains the undersigned Public Insurance Adjuster, Alex N. Sill Company, LLC DBA Precision Public Adjusting (the PA), to be the Insured's representative in the adjustment of the below-referenced loss under the following terms:

Precision Public Adjusting will provide the following services, if applicable, for your residential and/or commercial property, personal and/or business property, and/or loss of use and/or income relating to the claim: evaluate your existing insurance policy in order to determine what coverage may be applicable; research, detail, and substantiate damage to buildings and/or contents and any additional expenses if applicable; evaluate business interruption losses and extra expense claims for businesses, if applicable; determine reasonable values for settling covered damages using standard industry practices; prepare, document and support the claim on behalf of the insured to the best of our knowledge and ability; negotiate all settlements with the insurance company on behalf of an insured, with acceptance of the final settlement agreements by the insured; Re-open a claim and negotiate for more money if a discrepancy is found after the claim has been settled; present recommendations to you on any offers for settlement.

*If no recovery is made, the Insured will not be indebted to the PA for any sum of fees.*

The Insured hereby agrees to pay to the PA an amount equal to 15% (fifteen percent) of the gross amount of the collected loss or damage recovered (Replacement Cost Value) 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 coverage 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").

The Insured hereby authorizes the PA to contact the below-named insurance company to direct them to include the name of Alex N. Sill Company, LLC. as a payee on any and 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. The insured authorizes and instructs the insurer to deliver all insurance proceeds checks to the office of Precision Public Adjusting.

Payment to PA shall be due from each draft of the check issued by the insurance company in the percentage listed in this contract for the PA's fee. In consideration for the PA's professional services, the Insured by this agreement hereby irrevocably assigns to the PA, and the PA shall have a lien on, the portion of the insurance proceeds paid or payable sufficient to pay the amount due the PA under the agreement. In the event legal proceedings are brought by the PA to enforce this agreement, the prevailing party shall be entitled to recover its court costs and reasonable attorney's fees, including those of any appellate proceedings.

This contract may be canceled by written notification to the PA, sent by certified mail, return receipt requested or other form of mailing which provides proof thereof, at any time within three (3) business days of the date the contract was signed, as shown above, and the Insured shall not be obligated to pay any fees to the PA, for the work performed during that time. If the PA has advanced funds or has made payments on behalf of the Insured to others,

in representation of the insured, the PA is entitled to be reimbursed for such amounts as it has reasonably advanced on behalf of the Insured. If this contract is canceled by the Insured after three (3) business days, then the PA shall have a lien for the value of the work performed and costs advanced. Furthermore, the PA will not be held liable in any way for any filed claims on the property which were canceled by the Insured. If the insured exercises the right to rescind the contract, anything of value given by the insured under the contract will be returned to the insured within 15 business days following the receipt by the public adjuster of the cancellation notice.

The public adjuster has no direct or indirect interest, including participation in activities that may be reasonably construed as a conflict of interest or as compensation by or interest in, any firm that performs any work in conjunction with the damages incident to any loss the public adjuster has been contracted to adjust, except for the compensation or fee from the insured for such public adjuster's services as required by O.C.G.A. §§ 33-23-43.2(b).

The Insured hereby authorizes the PA to hire the professional services of appraisers, umpires, estimators, engineers, and any other experts as may be deemed necessary by the PA. Any costs associated with said claims recovery will be reimbursed to the PA. The Insured must consent to the cost prior to the PA hiring said professional(s).

The Insured acknowledges that the PA has made no guarantees regarding the disposition or results of any stage of the claims process, and all expressions made on behalf of the PA are the opinion of the PA based on information known at that time. The Insured holds harmless the PA in the circumstance of an undesirable claim outcome due to misinformation or lack of information provided, or being unable to be retrieved by the PA. This includes policies such as ACV or RPS. The Insured understands that prior to initiating any contact with the insured's insurer, the insurer's adjuster, or the insurer's attorney regarding settlement of the insured's claim, a PA must provide the insurer a notification letter signed by the insured confirming that the insured has authorized the PA to communicate directly with the insurer, the insurer's adjuster, or the insurer's attorney on behalf of the insured. This document will serve as a notification letter signed by the insured confirming that the insured has authorized the PA to communicate directly with the insurer, the insurer's adjuster, or the insurer's attorney on behalf of the insured. All communications, correspondences, checks, and/or drafts must be addressed and sent to Precision Public Adjusting, 2445 Commerce Ave, Suite 200, Duluth, GA 30096, and a copy sent to the Policyholder. All verbal and e-mail correspondence must include both the policyholder and Precision Public Adjusting's representative listed below.

The Insured understands that it is responsible to pay the PA its fee, out of any and all insurance proceeds. The Insured hereby agrees that the Insured is solely responsible for timely obtaining any and all necessary mortgage endorsements of said payments/checks so as to release payments to the PA. Notwithstanding the foregoing, the Insured hereby authorizes the PA to communicate directly with any mortgage company, lender, lienholder, loss payee, or other entity possessing a financial interest in the insurance proceeds for the limited purpose of discussing claim status, facilitating endorsement of checks, providing claim-related documentation, and assisting in satisfying procedural requirements necessary to release insurance proceeds related to this claim. This authorization is limited to claim-related communications and does not authorize the PA to modify loan terms, negotiate mortgage obligations, or assume responsibility for satisfying mortgage conditions, which remain the responsibility of the Insured. The PA shall in no event be obligated to conform to mortgage company requirements, in order to receive agreed to fee payments, and or out of pocket reimbursements. The Insured hereby authorizes the PA to endorse on their behalf all checks and payments specific to this claim into the PA's escrow or trust account. Such authorization is given voluntarily and permits deposit of insurance payments, drafts, or checks related to this claim solely into the PA's escrow or trust account, from which funds shall be distributed in the amounts and percentages expressly agreed to in this contract, including, where applicable, direct payment to contractors, mitigation companies, remediation

providers, engineers, consultants, contents specialists, or any other vendors or service providers who furnish goods or services directly related to the preparation, mitigation, repair, restoration, or adjustment of this claim, on the Insured's behalf. Any such third-party disbursement shall be made consistent with the amounts and percentages agreed to in this contract and, where applicable, with the knowledge and approval of the Insured. The PA shall notify the Insured in writing upon deposit of any such funds and shall provide a written, itemized breakdown of all distributions made therefrom. This authorization may be revoked by the Insured at any time by written notice delivered to the PA and, unless and until such written revocation is received, shall remain in effect for all insurance proceeds related to this claim, with the Insured remaining responsible for confirming that any mortgagee endorsements or other payee requirements are satisfied.

The Insured hereby agrees to pay to the PA an amount equal to 15% (fifteen percent) of the gross amount of the collected loss or damage recovered (RCV). This applies to claims settled by any of the following methods: settled or paid by the insurance company, by result of adjustment, mediation, appraisal, arbitration, lawsuit or otherwise, on all coverage applicable under the referenced policy or any other applicable policy, including, without limitation, claims for bad faith and extra contractual damages or loss.

The Insured represents that all information given to the PA is true and accurate. The Insured understands that the PA relies on the information provided by the Insured. Precision Public Adjusting guarantees to be fully bonded, licensed, and insured, and that the license number listed below is valid and in full force and effect as of the date the contract is signed.

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**Insured's Information**

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Full Name (Print)

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Phone Number

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Email Address

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Full Home Address, City, State & ZIP

**Loss Information**

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Loss Address (if different from above)

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Insurance Company

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Policy Number

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Date of Loss

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Cause of Loss

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Claim Number (If Applicable)

**Public Adjuster/Company Information**

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Public Adjuster's Name (Print)

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Insured's Signature

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Date

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Public Adjuster License No.

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Public Adjuster's Signature

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Date