



TENNESSEE PUBLIC ADJUSTER CONTRACT

1. Parties to the Agreement

CLIENT/INSURED(S)			
Full Legal Name(s) (<i>exactly as shown on policy</i>):			
Loss Address:	City:	State:	Zip:
Full Mailing Address (IF different from loss address):			
Email:		Phone Number:	
INSURANCE CARRIER(S)			
Insurance Company:		Policy Number:	
Date of Loss:		Claim Number:	
LOSS INFORMATION			
Loss Address:	City:	State:	Zip:
Claim Type: <input type="checkbox"/> Emergency	<input type="checkbox"/> Non-Emergency	<input type="checkbox"/> Supplemental	
Type of Loss: <input type="checkbox"/> Fire <input type="checkbox"/> Freeze <input type="checkbox"/> Wind/Hail <input type="checkbox"/> Lightning <input type="checkbox"/> Tornado <input type="checkbox"/> Flood <input type="checkbox"/> Hurricane <input type="checkbox"/> Other (<i>please explain</i>):			

2. Appointment of Public Adjuster

Policyholder/s named above, (collectively, “Insured”) retain TrueHaven Claims Consulting, Inc. (“Public Adjuster”) as its exclusive public adjuster to advise and assist in the adjustment of the Insured’s loss. Public Adjuster services may include, but are not limited to, evaluation, documentation, presentation and adjustment arising from the loss described above.

3. Fee Structure and Payment Terms

Insured understands and agrees that Public Adjuster shall recover its fees based on the amount recovered from an insurance company for the loss. The amount of the Public Adjuster’s fee shall be computed as follows: **20%** percent of the total insurance settlement proceeds paid by an insurance company, as according to state law. The percentage fee of Public Adjuster shall be due from each draft or check issued by the insurance company in the percentage listed in this contract. Insured the maximum late fees or interest allowed by Florida law, and any attorneys’ fees expended to recover such funds due under this contract. Insured authorizes “TrueHaven Claims Consulting, Inc.” to be named as a co-payee on all drafts or checks pertaining to this loss. This contract creates a security interest and a lien on payments issued by the insurer up to the amount of Public Adjuster’s fee. Insured also grants a

Policyholders (Initials): (____ / ____) acknowledge receipt of a copy of page 1 of 4

security interest to Public Adjuster in payments issued by the insurer and processed by a mortgage company.

4. Costs and Expenses

Insured understands and agrees that Insured is responsible for all costs and expenses incurred for the preparation and presentation of the claim for loss, damage, and recovery for the loss. If Insured authorizes, in writing, Public Adjuster to pay on Insured's behalf such costs and expenses Public Adjuster deems necessary from time to time to investigate and prepare a claim, Insured understands and agrees that such costs and expenses advanced by Public Adjuster on Insured's behalf are payable to Public Adjuster and shall be deducted from any recovery after fees for services are computed and paid to the Public Adjuster. If there is any recovery after the time of service by Public Adjuster, Public Adjuster will be entitled to recovery of all costs advanced in the processing of Insured's claim.

A List of Anticipated Initial Expenses, below, shows the amount of expenses that are likely to be incurred and subsequently reimbursed to Public Adjuster in adjusting the claim. This list is not intended to be exhaustive but is provided for illustrative purposes ONLY.

Anticipated Initial Expenses to be Reimbursed to Public Adjuster

Type of Expense	Estimate of Amount of Expense
1.	
2.	

Insured authorizes "TrueHaven Claims Consulting, Inc." to be named as a co-payee on all drafts or checks pertaining to this loss. Insured also grants a security interest to Public Adjuster in payments issued by the insurer and processed by a mortgage company.

5. Insured's Responsibilities

Insured 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 or damage, and Insured agrees to cooperate with Public Adjuster, to be available for preparation of the claim, conferences, appraisal, and/or mediation, and to keep Public Adjuster fully informed of all matters relating to this loss. Insured acknowledges that Public Adjuster has made no guarantees regarding the disposition or results of any stage of the claims process and that all expressions made on behalf of Public Adjuster are the opinion of Public Adjuster based on information known at that time.

6. Cancellation

You, the insured, may cancel this contract within three (3) business days after the date of this contract. This notice must be in writing and mailed or delivered to our address within three (3)

Policyholders (Initials): (____ / ____) acknowledge receipt of a copy of page 2 of 4

business days. If you exercise your right to cancel this contract anything of value given to us by you will be returned within three (3) business days from the receipt of the cancellation.

7. Termination and Civil Remedies

The following provisions shall not preclude either party from pursuing civil remedies:

- a. After the three business day rescission period has ended, Insured may terminate this Contract in writing, however, Insured understands and agrees that Insured remains responsible for paying any out of pocket expenses advanced as well as paying to Public Adjuster the reasonable value of services provided to date of termination, which fee may vary and be a substantial portion or all of Public Adjuster’s fee, depending upon the work performed by Public Adjuster and the use of Public Adjuster’s work to produce any resultant payment or payments.
- b. Insured understands that Public Adjuster may determine from its investigation of your claim that its representation of you is either inappropriate or unwarranted. Under such circumstances, you agree to abide by the decision of Public Adjuster to withdraw.
- c. If Public Adjuster has terminated services on the ground that Insured breached an obligation owed to Public Adjuster under this Agreement, Public Adjuster will be entitled to the payment of its fee and any other amounts owed under this Agreement, in addition to any other remedies allowed by law. If Public Adjuster has terminated its services for any other reason, it may not be entitled to its fee, but will be entitled to any other payments owed under this Agreement.

8. Entire Agreement and Acknowledgment

This contract, the attached Tennessee Financial Disclosure, and the Tennessee Claims Process Disclosure contain all promises and agreements between Insured and Public Adjuster. The public adjuster’s signature below is an attestation that such adjuster is fully bonded pursuant to Tennessee law and that his/her license is valid and in full force and effect as of the date of such signature.

Insured is signing this Agreement on Insured’s own behalf and in any representative capacity appropriate to the circumstances. By executing below, Insured specifically agrees to be bound by this Agreement. Insured acknowledges receipt of a copy of this agreement, the Tennessee Financial Disclosure and the Tennessee Claim Process Disclosure and has read, understood, and agreed to its terms.

Public Adjuster:		Insured:	
Signature of Public Adjuster	Date	Signature of Insured	Date
Print Name of Public Adjuster.	License #	Signature of Insured	Date

Policyholders (Initials): (____ / ____) acknowledge receipt of a copy of page 3 of 4

TENNESSEE CLAIMS PROCESS DISCLOSURE

An insured is obligated to present the insured’s claim to an insurance company in the manner set forth in the insurance contract as required by law. The insured and the insurer shall act in good faith toward the other as required by law. There are three (3) types of adjusters that could be involved in that process. The definitions of the three (3) types are as follows:

1. **“Company adjuster”** means the insurance adjusters that are employees of an insurance company. The adjusters are paid by the insurance company and will not charge the insured a fee;
2. **“Independent adjuster”** means the insurance adjusters that are hired on a contract basis by an insurance company in the settlement of the claim. The adjusters are paid by the insured’s insurance company and will not charge the insured a fee; and
3. **“Public adjuster”** means the insurance adjusters that do not work for any insurance company. The adjusters work for the insured in connection with the insured’s claim against the insured’s insurance carrier. The insured hires the adjusters by signing a contract agreeing to pay the adjusters a fee or commission based on a percentage of the settlement, or other method of compensation;

The insured is not required to hire a public adjuster to help the insured meet the insured’s obligations under the policy, but has the right to do so;

The insured has the right to initiate direct communications with the insured’s attorney, the insurer, the insurer’s adjuster, and the insurer’s attorney, or any other person regarding the settlement of the insured’s claim;

The public adjuster is not a representative or employee of the insurer;

The salary, fee, commission, or other consideration is the obligation of the insured, not the insurer; and

An insurance company has the right to communicate with its insured, even if the insured has hired a public adjuster; but, if requested by the insured, the insurance company will make a concerted effort to include the public adjuster in communications with the insured.

Insured:

Public Adjuster:

Signature of Public Adjuster	Date	Signature of Insured	Date
Print Name of Public Adjuster.	License #	Signature of Insured	Date

Policyholders (Initials): (____ / ____) acknowledge receipt of a copy of page 4 of 4