



## Public Adjuster Contract

CREDI CLAIMS CONSULTANTS  
545 NE 9<sup>TH</sup> AVE  
FT. LAUDERDALE, FL 33301  
TEL: 954-351-8293  
[operations@crediclaimsconsultants.com](mailto:operations@crediclaimsconsultants.com)  
LIC. #: W825153

Policyholder(s): \_\_\_\_\_ Insurance Company: \_\_\_\_\_

Policy #: \_\_\_\_\_ Claim #: \_\_\_\_\_ DOL: \_\_\_\_\_ Type of Loss: \_\_\_\_\_

1. Emergency ☐ Non-Emergency ☐ Supplemental for Property Location: \_\_\_\_\_
2. Insured, Claimant, and/or Policyholder(s) (hereafter "INSURED") hereby retains CREDI CLAIMS CONSULTANTS LLC (hereafter "CCC"), to be its Public Adjuster with regards to the above-mentioned claim/loss (hereafter "LOSS") in exchange for a commission detailed in paragraph 19. **CCC** is entitled to its fee even if the insurer elects to repair the damaged property and does not pay any monies directly to INSURED. If the claim is based on events that are the subject of a declaration of a state of emergency by the Governor and the claims are made during the period of 1 year after the declaration of emergency, INSURED and **CCC** understand and agree that the percentages provided in this Agreement comply with Florida law in effect as of the date of this Agreement.
3. In consideration thereof, **CCC** hereby agrees to act as a public adjuster on behalf of the INSURED in accordance with Florida Statute.
4. **CCC** has not made any representation or warranties to INSURED regarding the outcome.
5. **CCC** within its sole discretion may terminate this contract at any time for any reason by giving notice in writing to the INSURED.
6. It is clearly understood that this is a contingency fee contract between INSURED and **CCC**. **NO RECOVERY NO FEE.**
7. Should the INSURED choose to hire an attorney, this choice will be made solely by the INSURED and at INSURED's sole discretion. **CCC** will still be entitled to receive their full fee due if a recovery is made after the hiring of an attorney. Additionally, **CCC** may utilize the advice of counsel in the performance of its business operations. This Agreement is not for legal services and **CCC** cannot provide legal services. Any legal services must be provided by an attorney. INSURED understands and agrees that INSURED will need to enter into a separate written agreement with an attorney of his/her choice and make separate payment for such services provided for representation. **CCC** encourages INSURED to seek appropriate legal services if necessary. Upon request, **CCC** may provide names of attorneys that other policyholders have retained and indicated provided satisfaction with such. If none of the attorneys named are satisfactory to INSURED, **CCC** may be able to provide additional names. INSURED should always seek legal representation from the attorney of his/her choice.
8. INSURED understands that it may be necessary to incur professional fees in order to properly adjust the claim/s. These fees may include, but not limited to, the use of professional engineers, contractors, insurance claim appraiser, industrial hygienist etc. INSURED agrees to pay for any such professionals. INSURED understands and agrees that no professional fees will be incurred without INSURED's authorization.
9. INSURED agrees to allow **CCC** to request appraisal on behalf of INSURED at their discretion. INSURED agrees to pay for any fees and/or costs incurred as part of the appraisal process.

INSURED understands and agrees that CCC shall recover its fees based on the amount recovered from an insurance company for the LOSS including, but not limited to, compromise, confession of liability, appraisal awards, judgments, awards and/or settlements of damages, costs, interest, fees, and/or payments of INSURED's liens, bills, or claims.

10. INSURED stipulates that the claim and documents presented to CCC or to the insurer by INSURED are not fraudulent and the INSURED is acting in good faith and in compliance with the laws of the State of Florida.
11. INSURED's endorsement on CCC'S proceeds check will be deemed to be an agreement with the terms and conditions of any related settlement.
12. INSURED agrees and directs the insurer that all proceed checks include CCC as a payee and be mailed to CCC.
13. Choice of venue for all claims arising out of or related to this contract Miami-Dade County, Florida. The prevailing party in any action shall be entitled to reasonable attorney's fees and costs. CCC shall be entitled to the cost of collections if incurred.
14. Computer or faxed signatures shall be deemed the same as an original signature and the undersigned stipulates and agrees they have the authority to enter into this agreement as the INSURED.
15. INSURED hereby, with this instrument, gives CCC limited power of attorney to endorse the insured's insurance proceed check(s) on their behalf.
16. The insured authorizes \_\_\_\_\_ the Mortgage Company, loan # \_\_\_\_\_ to work with CCC and release their fee separately and directly to CCC and that these checks be mailed to **545 NE 9TH AVE FT. LAUDERDALE, FL 33301.**
17. The insured understands that all mortgagee(s) will be named as additional payees on all insurance checks for real property damages and the insured agrees to obtain all mortgagees' endorsements of said checks.
17. **You, the insured, may cancel this contract for any reason without penalty or obligation to you within 10 days after the date of this contract. If this contract was entered into based on events that are the subject of a declaration of a state of emergency by the Governor, you may cancel this contract for any reason without penalty or obligation to you within 30 days after the date of loss or 10 days after the date on which the contract is executed, whichever is longer. You may also cancel the contract without penalty or obligation to you if I, as your public adjuster, fail to provide you and your insurer a copy of a written estimate within 60 days of the execution of the contract, unless the failure to provide the estimate within 60 days is caused by factors beyond my control, in accordance with s. 627.70131(5)(a)2., Florida Statutes. The 60-day cancellation period for failure to provide a written estimate shall cease on the date I have provided you with the written estimate.** The notice of cancellation shall be provided to CCC, submitted in writing and sent by certified mail, return receipt requested, or other form of mailing that provides proof thereof, at the address specified in the contract.
18. **Pursuant to s. 817.234, Florida Statutes, any person who, with the**

intent to injure, defraud, or deceive an 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 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.

19. Insured agrees to pay and hereby assigns to CCC 20 % of any and all benefits/monies paid by the insurer or third party for any reason, AFTER applying any applicable deductible, regardless of whether the benefits/monies are paid directly to the INSURED or to someone who performs services or repairs for the INSURED in regard to damages and/or losses incurred on the above date of loss.

Insured: \_\_\_\_\_

Date: \_\_\_\_\_

Principal Public Adjuster: Adrian Cepero LIC#: W548793

Telephone: \_\_\_\_\_

X

Adjuster:  Date: \_\_\_\_\_

Email: \_\_\_\_\_

Insured: \_\_\_\_\_

Date: \_\_\_\_\_

Telephone: \_\_\_\_\_

X

Email: \_\_\_\_\_

## Public Adjusting Disclosure Form

A **Company Adjuster** is a person who is licensed as an all-lines adjuster who is appointed and employed by the insurance company to represent them in the insurance claim process.

An **Independent Adjuster** is a person who is licensed as an all-lines adjuster who is employed by an independent adjusting firm to represent the insurance company that hired the firm for adjusting the claim.

A **Public Adjuster** is a licensed and bonded insurance professional who assists policyholders with the insurance claim process when they suffer an insured loss. The public adjuster is not an employee nor a representative of the insurance company.

An insured is not required to hire a public adjuster in order to file a claim against their insurance policy.

If you enter a contract with a public adjuster as the policyholder, please note the following:

- You are responsible for compensating the public adjuster for adjusting the claim.
- You are entitled to an unaltered copy of the executed public adjusting contract at the time the contract is signed and dated by you and the public adjuster.
- You are entitled to an unaltered copy of this form after it has been signed and dated by you and the public adjuster.
- A public adjuster is not compensated by you for any services provided before the date the public adjusting contract was executed.
- The public adjusting contract may be cancelled by you without cost or obligation within 30 days of the loss, or ten (10) days after the date the contract was executed, whichever is longer.

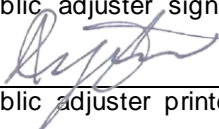
- You may rescind the public adjusting contract if the public adjuster has not submitted an estimate to the insurance company within 60 days of the date of the contract being executed.

A contract that does not comply with the above is invalid and unenforceable.

Your signature below denotes you received this form on the date you indicate.

Policyholder signature X	Policyholder signature X
Policyholder printed name	Policyholder printed name
Policy/claim number	Policy/claim number
Date signed	Date signed

**Note:** Use additional disclosure forms when there are more than two (2) policyholders.

Public adjuster signature 	Public adjuster license number W548793
Public adjuster printed name Adrian Cepero	Date public adjuster executed form

If you need additional assistance, please contact:

## FLORIDA DEPARTMENT OF FINANCIAL SERVICES

Phone: 1-877-MY-FL-CFO (1-877-693-5236)

Email: [Consumer.Services@myfloridacfo.com](mailto:Consumer.Services@myfloridacfo.com)

Internet: <http://www.myfloridacfo.com/Division/Consumers>