



A1 Property Damage Claims Agency Inc. D.B.A Century Public Adjusters  
 Professional Loss Consultants  
 Public Insurance Adjusters Representing the Policyholders

**PUBLIC ADJUSTER CONTRACT**

THIS AGREEMENT is entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between, the Insured/  
 Claimant/Policyholder: \_\_\_\_\_ (hereinafter  
 “**INSURED**”) and **A1 Property Damage Claims Agency, Inc., D/B/A Century Public Adjusters** (hereinafter  
 “**ADJUSTING CO.**”). The **INSURED** hereby retains **ADJUSTING CO.**, a public adjusting firm, to represent him/her/them  
 in the adjustment and negotiation of his/her/their insurance claim with regards to the loss or damage caused by  
 \_\_\_\_\_ on or about \_\_\_\_ / \_\_\_\_ / \_\_\_\_ (“Date of Loss”)  
 at: \_\_\_\_\_ (“Loss Location”).  
**Insurance Co.:** \_\_\_\_\_ **Policy #:** \_\_\_\_\_

**Type of Claim:** ( ) Emergency ( ) Non-Emergency ( ) Supplemental

The following terms and conditions form part of the agreement between the parties:

1. In consideration for the above described services, the **INSURED** expressly agrees to pay **ADJUSTING CO.** the percentage of \_\_\_\_\_% from all proceeds of all funds received in the settlement of his/her/their insurance claim regardless of whether the loss is settled or paid by the insurance company as a result of adjustment, mediation, appraisal, arbitration, lawsuit or otherwise on all coverages applicable under the described policy or any other applicable policy. **INSURED** understands that it may be necessary to incur professional fees in order to properly adjust the above referenced claim. These fees may include, but are not limited to, the use of a Professional Engineer, Attorney, Insurance Claim Appraiser, Umpire, Industrial Hygienist etc. **INSURED** understands and agrees that such professional fees will be incurred pursuant to **ADJUSTING CO.’s DISCRETION**, without the necessity of **INSURED’s** authorization, and that **INSURED** agrees to pay **ADJUSTING CO.** said professional fees from the insurance proceeds paid by the insurance company.
2. **INSURED** hereby authorizes and requests that the insurance company include the name of the **ADJUSTING CO.** as a payee on all checks or drafts issued by the insurance company. In the event the insurance company fails to include the **ADJUSTING CO.** on the check or draft, the **INSURED** hereby grants **ADJUSTING CO.** a lien on the recovered proceeds received by the **INSURED** to the extent of the fee due **ADJUSTING CO.** pursuant to this agreement. Moreover, this contract gives power to the **ADJUSTING CO.** to deposit checks received from the insurance claim into **ADJUSTING CO.’s** escrow account until such time as same clears.
3. **INSURED** agrees to make payment to **ADJUSTING CO.** within five (5) days of receipt of any funds, recovery or benefit for any reason including settlement, appraisal, judgment, and transfer of property or payment.
4. In addition, I/We as the **INSURED** authorizes the mortgage company and/or bank to release a check for the percentage of \_\_\_\_\_% to **ADJUSTING CO.**, as the only payee since they have rendered their services to *me/us* and I/We wish to settle their fee in advance should funds be disbursed partially and/or in payments.
5. **ADJUSTING CO.** has not made any representations or warranties to **INSURED** regarding the outcome of the claim.
6. It is clearly understood that this is a contingency fee contract between **INSURED** and **ADJUSTING CO.**
7. **ADJUSTING CO.** agrees not to accept any settlement without discussion and approval from **INSURED**. **INSURED’s** endorsement on any proceeds check will be deemed to be an agreement with the terms and conditions of any related settlement. The **INSURED** agrees that all proceed checks be mailed to **ADJUSTING CO.**
8. **INSURED** is hereby advised of your right of counsel, and choice thereof, to represent you, and that such choice is to be made solely by you. Although **ADJUSTING CO.** may utilize the advice of counsel in the performance of its business operations, there will be no attorney-client relationship with you and **ADJUSTING CO.’s** counsel.

Miami: 1021 Ives Dairy Rd Ste #111 Miami, FL 33179  
 West Palm Beach: 1645 Palm Beach Lakes BLVD #1200A, WPB, FL 33401  
 Orlando: 5401 S Kirkman Rd, Suite #310, Orlando, FL 32819  
 Tampa: 5401 W Kennedy BLVD, Suite 100, Tampa, FL 33609  
 Phone (888) 585-8010 / Fax (877) 572-0858  
 E-mail: office@centurypublicadjusters.com



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- 9. INSURED agrees that ADJUSTING CO. has authority to request appraisal on behalf of the INSURED.
10. INSURED stipulates that the claim and documents presented to ADJUSTING CO. or to the insurer by INSURED are not fraudulent and that INSURED is acting in good faith and in compliance with the laws of Florida.
11. Insured agrees to give ADJUSTING CO. Power of Attorney to endorse proceed checks on their behalf.
12. This agreement shall be binding upon the estate of the INSURED in the event of his/her death.
13. The choice of venue for all claims arising out of or related to this contract is Miami-Dade County, Florida. The substantive law to be applied is Florida law. The prevailing party in any action shall be entitled to reasonable attorney's fees and costs and ADJUSTING CO. shall be entitled to costs of collections. INSURED agrees to indemnify ADJUSTING CO. for all fraud claims.
14. A computer or faxed signature shall be deemed the same as an original signature and the undersigned stipulates and agrees that they have the authority to enter into this agreement as the INSURED.
15. 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 by providing notice to A1 Property Damage Claims Agency, Inc., D/B/A Century Public Adjusters by 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.
16. By signing below, the INSURED acknowledges he/she/they understand(s) and accept(s) the terms of this agreement and that all information provided herein is accurate.

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.775.083, or s.775.084, Florida Statutes.

Insured - Print name Insured - Signature Date

Phone #: \_\_\_\_\_

Insured - Print name Insured - Signature Date

Phone #: \_\_\_\_\_

Public Adjuster - Print name & Lic.# Public Adjuster - Signature Date

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