

Public Adjuster Contract

Prime Public Adjusting, LLC
Public Insurance Adjuster: Jeff Kendall
Address: 5917 S Odessa Circle, Centennial, CO 80015

License No: 568823
Telephone: (720) 810-5779
Email: info@primepublicadjusting.com

POLICYHOLDER					
Full Name(s):			Email:		
Address:	City:	County:	State:	Zip:	
Phone ()			Cell ()		
LOSS					
Loss Address:		City:	County:	State:	Zip:
Date of Loss:	Description of Loss:		Did Loss Occur During A State Of Emergency? ___ Yes ___ No		
Insurance Company #1		Policy Number:		Claim Number:	
Insurance Company #2		Policy Number:		Claim Number:	

Public Insurance Adjuster We represent the Insured

_____ (hereinafter "Insured") retains Prime Public Adjusting, LLC to advise and assist in the measurement and documentation of the Insured's loss, and to present Insured's claim to the insurance company(ies) for loss and damages from the danger / peril of _____ occurring on or about _____ that was sustained by Insured's property located at the address above.

Insured agrees to pay and assign to Prime Public Adjusting, LLC for services rendered on behalf of insured 10% _____ (**Insured's Initials**) of the amount paid by the insurance company(ies) after the date of this contract, plus such necessary expenses as approved by the insured.

Insured hereby instructs and authorizes Insurance Carrier to include the name of Prime Public Adjusting, LLC on any and all claim payments as of the date of this contract. In addition, the Insured hereby directs and authorizes Insurance Carrier to direct all communication and correspondence to Prime Public Adjusting, LLC at the street and email address listed above.

Effective date of this contract: _____. You may cancel this contract at any time within 72 hours of the contract being signed. See the notice of cancellation form for an explanation of this right.

Signature of Insured

Signature of Public Adjuster

As a Public Insurance Adjuster, I am required by the Colorado Insurance Code to post a surety bond in the sum of \$20,000 to cover certain kinds of claims made by you, the Insured. If you have any questions concerning the surety bond, you may contact the Colorado Department of Insurance at (303) 894-7499 or at <https://www.colorado.gov/pacific/dora/division-insurance>

Bond number: 100392809 AMERICAN CONTRACTORS INDEMNITY COMPANY

Disclosure

1. Property insurance policies obligate the insured to present a claim to his or her insurer for consideration. There are three (3) types of adjusters that could be involved in that process. The definitions of the three (3) types are as follows:
 - a. “Company adjuster” means the insurance adjusters who are employees of an insurance company. They represent the interest of the insurance company and are paid by the insurance company. They will not charge you a fee.
 - b. “Independent adjuster” means the insurance adjusters who are hired on a contract basis by an insurance company. They represent the insurance company’s interest in the settlement of the claim and are paid by the insurance company. They will not charge you a fee.
 - c. “Public adjuster” means the insurance adjusters who do not work for any insurance company. They work for you, the insured, to assist in the preparation, presentation, and settlement of the claim. The insured hires them by signing a contract agreeing to pay them a fee or commission based on a percentage of the settlement, or other method of compensation.
2. The insured is not required to hire a public adjuster to help the insured meet his or her obligations under the policy, but has the right to do so;
3. 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;
4. The public adjuster is not a representative or employee of the insurer;
5. The salary, fee, commission, or other consideration is the obligation of the insured, not the insurer; and,

6. The insured has the right to rescind the contract within seventy-two (72) hours of the contract being signed. The rescission shall be in writing, addressed to the public adjuster, at the address in the contract, and the insurer, and placed in the mail or delivered to the public adjuster within seventy-two (72) hours.
7. The Colorado Consumer Protection Act Title 6 of the Colorado Revised Statutes is available online at: <https://leg.colorado.gov/sites/default/files/images/olls/crs2017-title-06.pdf>

Notice of Cancellation

Date of Contract: _____

You may cancel this contract within 72 hours from the above date without any penalty or obligation to pay your public insurance adjuster, other than for reimbursement of moneys paid by your public insurance adjuster for out-of-pocket emergency expenses for you on your behalf. If your public insurance adjuster seeks reimbursement from you for out-of-pocket emergency expenses, your public insurance adjuster shall provide you with an itemized statement of those emergency expenses advanced to you on your behalf if the cancellation is made within the first 72 hours after the contract was initiated. Nothing in this contract permits your public insurance adjuster to recover any costs, except for those out-of-pocket expenses advanced to you.

If you cancel, any money or other consideration paid by you will be returned within 5 business days following the receipt of your cancellation notice, and any security interest arising out of the transaction will be cancelled.

To cancel this contract, mail or deliver by certified mail, return receipt requested, or other form of mailing which provides proof of mailing, a signed and dated copy of this cancellation notice, or any other written notice to:

Prime Public Adjusting, LLC at 5917 S Odessa Cir, Centennial, CO 80015 not later than
_____ on _____

I hereby cancel this contract _____ Date _____