

- x Building
- x Contents
- x Business Interruption
- x Rents
- x Homeowner

Jonathan Nelson
Public Adjuster
376 South Ornament West,
Santa Claus, IN 47579
Telephone: 812-850-1050

NOTICE TO INSURANCE COMPAY

To The Insurance Companies Interested or To Whom It May Concern:

This is to inform that I or we have employed Jonathan Nelson to appraise and adjust the replacement of my or our loss caused by

_____, occurring on or about _____, located at
_____.

You are herewith authorized and directed to recognize Jonathan Nelson as a party of interest.

Accepted by Jonathan Nelson

Accepted by / Insured

Jonathan Nelson

By

By

Public Adjuster

Insured

Title

Title

Date

Date

***Please keep in mind we work solely for the insured.

PUBLIC ADJUSTER CONTRACT					
POLICYHOLDER					
Full Name(s):		Email:		Website: none	
Address:		City:	County:	State: IN	Zip:
Phone: ()		Fax: () none		Cell: ()	
PUBLIC INSURANCE ADJUSTER					
Full Name: Jonathan Nelson			License No. Indiana: 3501922, Business license No. 3925203		
Permanent Business Address: 376 S Ornament W		City: Santa Claus	County: Spencer	State: IN	Zip: 47579
Phone: (812)850-1050	Fax: () none	Email: nelsonj4@hotmail.com		Website: www.thinksmartpublicadjusting.com	
Public Adjusting Firm Name: Think Smart Public Adjusting LLC			Claim Type (Emergency, Non-Emergency , Supplemental)		
LOSS					
Loss Address:		City:	County:	State: IN	Zip:
Date of Loss:		Description of Loss:		Did Loss Occur During a State of Emergency? Yes / No	
INSURANCE COMPANY					
Name # 1:			Policy/Claim No.		
Name # 2:			Policy/Claim No.		

The above referenced Policyholder(s) (collectively referred to as "POLICYHOLDER") and Public Insurance Adjuster ("PUBLIC ADJUSTER") (collectively referred to as "PARTIES") enter into this Public Insurance Adjuster Services Agreement (this "Agreement") for the following described services (the "Services") relating to the above referenced loss (the "LOSS"), pursuant to the following terms and conditions, which are incorporated herein for all purposes:

1. SERVICES: PUBLIC ADJUSTER will act as a public insurance adjuster on behalf of POLICYHOLDER for the services provided and fees will be paid upon the preparation and/or presentment of the claim for loss, damage, and recovery for the LOSS under any insurance policies including those listed above relating to the following insurance coverage provided in the policy(ies). This does not include assisting in any appraisal/mediation/arbitration or legal proceedings whether contractual or extra contractual. Other:

2. NOTICE OF PUBLIC INSURANCE ADJUSTER SERVICES AND OF ASSIGNMENT: POLICYHOLDER further agrees and confirms that a portion of the recovery from any insurance company has been assigned by POLICYHOLDER to ADJUSTER. Accordingly, POLICYHOLDER has instructed and hereby instructs all insurance companies and authorizes PUBLIC ADJUSTER to direct all insurance companies to make POLICYHOLDER and PUBLIC ADJUSTER co-payees on any payments, checks, and/or drafts prepared by insurance companies for claims relating to this Agreement. POLICYHOLDER also has instructed and hereby instructs all insurance companies and authorizes PUBLIC ADJUSTER to direct that all communications, correspondence, checks, and/or drafts be addressed and sent to PUBLIC ADJUSTER with a copy of all communications, correspondence, drafts, and checks sent to the POLICYHOLDER. All risk and/or damage inspections are to be coordinated with and through PUBLIC ADJUSTER.

POLICYHOLDER has instructed and hereby instructs all insurance companies and authorizes PUBLIC ADJUSTER to direct all insurance companies to provide PUBLIC ADJUSTER/POLICYHOLDER with the following within ten (10) days from notice for each policy of insurance (including, but not limited to, coverage forms, amendatory endorsements, and/or exclusions) that may in any way provide coverage for the LOSS: (1) a certified copy of each of the policy(ies), including declaration page and any applicable exclusions, endorsements, etc.; (2) the type and limits of the coverages afforded by each policy; and (3) a statement of any policy or coverage defense that insurer reasonably believes is available to such insurer at the time of filing such statement for each policy. It is requested that the insurance company assure us that all policy provisions are complied with in processing POLICYHOLDER's claim. Please note that it is POLICYHOLDER's intention to make a claim for loss and/or damage relating to any replacement cost provisions of the policy of insurance. Further, the insurance company must immediately send to PUBLIC ADJUSTER and POLICYHOLDER any additional or supplemental documentation or information that may be discovered in the future relating to this request.

This LOR applies to all addresses for this policy and any claim pertaining to this policy including past, present, and future claims. It does not only apply to the claim mentioned above, but it also applies to past and future claims for this policy. This contract also applies to every DOL that took place at this policy and all addresses covered under the policy. If DOL is changed, or the DOL moved to existing or new claim this LOR still applies and does not require new signatures by insured and public adjuster.

3. CANCELLATION OF AGREEMENT: POLICYHOLDER may cancel this Agreement without penalty or obligation within three (3) business days after the date on which this Agreement is executed, as shown below, or within three (3) business days after the date on which POLICYHOLDER or PUBLIC ADJUSTER has notified any insurance company of the claim, by phone or in writing, whichever is later. The notice of cancellation must be submitted in writing and sent by certified mail, return receipt requested, or other form of mailing that provides proof of mailing thereof to the PUBLIC ADJUSTER at the address specified above. During any state of emergency, as declared by the Governor and for a period of one (1) year after the date of loss, POLICYHOLDER shall have five (5) business days after the date on which this Agreement is executed to cancel this Agreement. If during the pendency of this Agreement PUBLIC ADJUSTER determines within its sole discretion that POLICYHOLDER can no longer be represented for any reason, PUBLIC ADJUSTER may withdraw from further representation.

4. FEES FOR SERVICES: POLICYHOLDER understands and agrees that PUBLIC ADJUSTER 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 POLICYHOLDER's liens, bills, or claims. PUBLIC ADJUSTER's fee shall be immediately due and payable upon insurance company making any payment. The fee calculation shall be computed before costs are subtracted from the total amount recovered. The amount of the PUBLIC ADJUSTER's fees shall be computed as follows: 10% percent of the amount of claim payments by any insurance company for the LOSS or 10% percent of the amount of any new claim payments in excess of \$500 considered as sums due/paid for damages determined by any insurance company for the LOSS. Ten percent of the amount of claim payments by any insurance company for the LOSS, 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. THE POLICYHOLDER and PUBLIC ADJUSTER understand and agree that the percentages provided in this Agreement comply with State law in effect as of the date of this Agreement. If the provision of any state or federal rule or statute requires payment of fees in a lesser amount than those set forth above, then POLICYHOLDER and PUBLIC ADJUSTER understand that POLICYHOLDER will be charged only the lesser amount provided for in said rule or statute. Other:

5. EXPENSES/COSTS: POLICYHOLDER understands and agrees that POLICYHOLDER is responsible for all costs and expenses incurred for the preparation and/or presentment of the claim for loss, damage, and recovery for the LOSS. If POLICYHOLDER authorizes in writing PUBLIC ADJUSTER to pay on POLICYHOLDER's behalf such costs and expenses the PUBLIC ADJUSTER deems necessary from time to time to investigate, prepare a claim, settle a claim, and/or take other action the ADJUSTER deems necessary to pursue POLICYHOLDER's claim, POLICYHOLDER understands such costs and expenses advanced by PUBLIC ADJUSTER on POLICYHOLDER's behalf are payable to PUBLIC ADJUSTER and shall be deducted from any recovery after fees for services are computed and paid to PUBLIC ADJUSTER. If there is any recovery, whether during the time of service by PUBLIC ADJUSTER, service by another public insurance adjuster, representation by an attorney, or without services provided by an adjuster or attorney, PUBLIC ADJUSTER will be entitled to recovery of all reasonable fees and expenses/costs expended in the processing of POLICYHOLDER's claim. POLICYHOLDER understands that if POLICYHOLDER elects to terminate PUBLIC ADJUSTER, POLICYHOLDER shall immediately pay PUBLIC ADJUSTER all costs and expenses of PUBLIC ADJUSTER and shall remain responsible for all fees for services rendered pursuant to this Agreement and PUBLIC ADJUSTER may have a lien or a claim for quantum merit on any recovery from this claim.

6. PROVISIONS CONCERNING SERVICES: POLICYHOLDER and PUBLIC ADJUSTER understand and agree that neither party shall settle any claims arising out of the LOSS without first obtaining the consent of the other. POLICYHOLDER's deposit or negotiation of a claim payment is evidence of POLICYHOLDER's consent to settlement. POLICYHOLDER 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. POLICYHOLDER acknowledges that PUBLIC ADJUSTER has made no guarantees regarding the disposition or results of any stage of the claims process, and all expressions made on behalf of PUBLIC ADJUSTER are the opinion of PUBLIC ADJUSTER based on information known at that time. This Agreement provides the complete and only agreement between POLICYHOLDER and PUBLIC ADJUSTER with respect to the above referenced LOSS, and supersedes all prior written and oral offers, proposals, and agreements. No modification, waiver, amendment, discharge, or change of this Agreement shall be valid unless the same is in writing. In the event a dispute between the parties arises and a lawsuit is filed, the venue of such suit shall be in the County in Indiana where public adjuster's above address is located. The substantive law of the State of Indiana shall govern this Agreement. Any failure by either party to comply with any provision of this Agreement may be waived, but only if such waiver is in writing and signed by the other party. Any failure to insist upon or enforce compliance with any provision of this Agreement shall not operate as a waiver of, or estoppel with respect to, any other or subsequent failure. Any notice required or permitted to be given under this Agreement shall be sufficient if in writing, and if hand delivered, sent by Federal Express or similar overnight carrier, or sent by registered or certified United States Mail, return receipt requested, to the addresses set forth in this Agreement, or to such other address as a party may designate in accordance with this provision, unless specified otherwise for a particular provision in this Agreement. This Agreement shall not be construed more strictly against PUBLIC ADJUSTER simply because it was the party responsible for preparing this Agreement. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one in the same instrument. A copy of this Agreement transmitted by telefacsimile, email, and/or other electronic form shall be deemed an original.

7. **NO LEGAL SERVICES PROVIDED:** This Agreement is not for legal services and PUBLIC ADJUSTER cannot provide legal services. Any legal services must be provided by an attorney. POLICYHOLDER understands and agrees that POLICYHOLDER 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.

The public adjuster is fully bonded under Indiana Law.

8. **STATEMENT OF CLAIM:** POLICYHOLDER understands and acknowledges that pursuant to state 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 cost 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 state law. POLICYHOLDER 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, damage, and recovery under any insurance policy.

9. **ATTACHMENTS:** There ☐ are ☐ are not (initial one) attachments to this Agreement.

10. **POLICYHOLDER'S EXCEPTIONS, CHANGES, INPUT OR MODIFICATIONS TO THIS AGREEMENT:**

There ☐ are the following ☒ are not (initial one) Policyholder revisions to this Agreement.
none

POLICYHOLDER is signing this Agreement on POLICYHOLDER's own behalf and in any representative capacity appropriate to the circumstances. By executing below, POLICYHOLDER specifically agrees to be bound by this Agreement, including the provisions set out above and on the back of this Agreement, which are incorporated herein for all purposes. POLICYHOLDER hereby acknowledges receipt of a copy of this Agreement and that the Adjuster that solicited this Agreement has signed below.

Date: _____ By: _____
Signature of POLICYHOLDER

Print Name of POLICYHOLDER

Date: _____ By: _____
Signature of POLICYHOLDER

Print Name of POLICYHOLDER

Date: _____ By: Jonathan Nelson
Signature of PUBLIC ADJUSTER

Jonathan Nelson
Print Name of PUBLIC ADJUSTER