



Banhan & Mason

Public Adjuster Services Agreement

Policyholder Section

Insured Name 1:	Insured Name 2:	Phone Number:
Insured Address:	Email:	Fax:

Insurance Company & Loss Section

Loss Address:	Insurance Company:	Emergency: ____
Policy Number:	Claim Number:	Non-emergency: ____
Loss Description:	Date of Loss:	Supplemental: ____

Public Adjuster Section

Public Adjuster: Cameron Banhan	Lic# W469230	Firm Name: Banhan & Mason LLC
Office Address: 150 S Pine Island Road Suite#300 Plantation FL, 33324	Contact Number: 844-250-1559	Email: Cameron@banhanmason.com

The above referenced Policyholder(s) (collectively referred to as "POLICYHOLDER") hereby retains Banhan & Mason to be its Public Adjuster with regards to the above-mentioned claim/loss. Banhan & Mason has the authority to advise, negotiate and/or adjust the above-referenced loss under the following terms. Banhan & Mason is not a law firm and does not offer legal advice.

- SERVICES:** Banhan & Mason 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 the above listed insurance policy relating to the following insurance coverage provided in the policy(ies). Banhan & mason will inspect the policyholder's loss, review the policyholder's policy & in particular cases, prepare an estimate of repair, a sworn proof of loss if required, file with the policyholder's carrier and will attempt to adjust the claim with the policyholder's carrier.
- Notice of Assignment:** POLICYHOLDER further agrees and confirms that a portion of the recovery from the insurance company. Insured agrees to pay and hereby ASSIGNS to Banhan & Mason, **20%** of the claim and recovery of the loss and damages recovered from the insurer or third party. ***For losses arising out of an occurrence declared an emergency by the State of Florida, the percentage shall be 10%.***

150 S. Pine Island Road, Suite 300, Plantation FL, 33324

Phone: 844-250-1559

cameron@banhanmason.com

Banhanmason.com



Banhan & Mason

3. **Payment:** The policyholder has assigned a portion of his/her claim to Banhan & Mason and hereby authorizes and directs the above-named insurance company(s) to include Banhan & Mason as an additional payee on all insurance proceeds checks issued by reason of the above-referenced loss. Policyholder agrees to make payment to Banhan & Mason within seven (7) days of receipt of any funds, recovery or benefit for any reason including settlement, appraisal, arbitration, lawsuit or otherwise. In the event of any litigation instituted by the PA for non-payment of all or any part of the PA's fee, the prevailing party on the issue of non-payment shall be entitled to recover reasonable attorney's fees.
4. **Policyholder Cooperation:** The policyholder agrees to comply with Banhan & Mason and the insurance company's reasonable requests for information and other requirements of the insurance policy and the court.
5. **Cancellation:** The policyholder may cancel a public adjuster's contract to adjust a claim without penalty or obligation within 3 business days after the date on which the contract is executed or within 3 business days after the date on which the insured or claimant has notified the insurer of the claim, by phone or in writing, whichever is later. Cancellation must be submitted in writing and sent by certified mail, return receipt requested, or other forms of mailing that provides proof thereof, to the public adjuster at the address below. During a Governor declared state of emergency and for 1 year thereafter, the cancellation period is extended to 5 days. If the Insured unilaterally terminates this contract after the time period for cancellation set forth above, the Insured understands and agrees that Banhan & Mason shall remain fully entitled to receive the total amount of the fee set forth above at the time that payment is made by the insurance company. Banhan & Mason may terminate this contract at any time if it is determined that it is unfeasible for Banhan & Mason to continue with the claim and the Insured will not be obligated for fees or expenses, unless the termination is for the Insured's failure to cooperate with the PA's or insurance company's reasonable requests, in which event, Banhan & Mason shall remain fully entitled to receive the total amount of the fee at the time that payment is made by the insurance company notwithstanding the termination of this contract.
6. **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 Banhan & Mason to pay on POLICYHOLDER's behalf such costs and expenses Banhan & Mason 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 Banhan & Mason on POLICYHOLDER's behalf are payable to Banhan & Mason and shall be deducted from any recovery after fees for services are computed and paid to Banhan & Mason.

All named insureds must sign this agreement. Pursuant to Florida Statute 626.8796 Client represents and warrants to Banhan & Mason that all named insureds have signed below.

"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."

THIS DOCUMENT IS AN INVITATION TO CONTRACT AND NOT A BINDING CONTRACT UNTIL SIGNED BY INSURED AND PA.

A computer or faxed signature shall be deemed the same as an original signature

Insured signature 1:	Cameron Banhan Lic. No. W469230
Insured signature 2:	Signature of Public Adjuster:
Date:	Date: