

# Vortex Public Adjusters Inc.



"Your Advocate In the Wake of Disaster"

## PUBLIC ADJUSTER CONTRACT

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|--|--|--|--|
| <b>Insured 1:</b><br><b>Insured 2:</b> |  | <b>Loss Location:</b><br>(insured address) |  |
| Insurer:                               |  | <b>Cause of loss:</b>                      |  |
| <b>Policy Number:</b>                  |  | <b>Date of Loss:</b>                       |  |
| <b>Claim Number:</b>                   |  | <b>Date Assigned</b>                       |  |
| <b>Contract Number</b>                 |  | <b>Insured Email/ phone</b>                |  |

1. The president of Vortex Public Adjusters Inc., (hereafter "Vortex") is **Karen L Vera** whose license number is **P207653**.
2. Insured, claimant, and/or policy holder (hereafter "INSURED") hereby retains Vortex to be its Public Adjuster with regards to the above mentioned claim/loss and agrees to pay and hereby **ASSIGNS** to Vortex, \_\_\_\_\_% of the entire amount of the loss and damages recovered from the insurer or third party.
3. This claim is (check one): emergency claim \_\_\_/nonemergency claim \_\_\_/ supplemental claim \_\_\_\_\_. Type of Claim \_\_\_\_\_
4. INSURED agrees to make payment to Vortex within five (5) days of receipt of any funds, recovery or benefit for any reason including settlement, appraisal, judgment, transfer of property or payment.
5. In consideration thereof, Vortex hereby agrees to act as a Public Adjuster on behalf of INSURED.
6. Vortex has not made any representations or warranties to INSURED regarding the outcome.
7. INSURED may cancel this contract to without penalty or obligation within 3 business days after the date on which this contract is executed or within 3 business days after the date on which you have notified the insurer 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 thereof, to us at the address specified on page 1 of this contract; During any state of emergency as declared by the Governor and for 1 year after the date of loss, you have 5 business days after the date on which the contract is executed to cancel this contract.
8. It is clearly understood that this is a contingency fee contract between INSURED and Vortex.
9. 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 Vortex may utilize the advice of counsel in the performance of its business operations, there will be no attorney-client relationship with you and Vortex's counsel.

1304 East Las Olas Boulevard, Fort Lauderdale, Florida 33301

P: 954-552-3438

E: [karen@vortexpa.com](mailto:karen@vortexpa.com)

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10. INSURED understands that it may be necessary to incur professional fees in order to properly adjust the claim/s. These fees may include, but are not limited to, the use of a Professional Engineer, Attorney, Insurance Claim Appraiser, Industrial Hygienist etc. INSURED understands and agrees that no professional fees will be incurred without INSURED's written authorization.
  
11. INSURED agrees that Vortex has authority to request appraisal on behalf of the INSURED.
  
12. INSURED stipulates that the claim and documents presented to Vortex 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.
  
13. INSURED's endorsement on any proceeds check will be deemed to be an agreement with the terms and conditions of any related settlement.
  
14. Choice of venue for all claims arising out of or related to this contract is Broward County, Florida. The prevailing party in any action shall be entitled to reasonable attorney's fees and costs and Vortex shall be entitled to the costs of collections. INSURED agrees to indemnify Vortex for all fraud claims.
  
15. 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.

Public Adjuster:     **Karen L. Vera**                                     Insured(s) Name Print \_\_\_\_\_

Signature             \_\_\_\_\_                                     Signature(s)     \_\_\_\_\_

Date Signed         \_\_\_\_\_                                     Date Signed     \_\_\_\_\_

**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**

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**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.**

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