



**Francine Fox**  
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## FOX ADJUSTERS, LLC LETTER OF REPRESENTATION

Insured(s): \_\_\_\_\_

Loss Address: \_\_\_\_\_

Insurance Company: \_\_\_\_\_

Policy Number: \_\_\_\_\_

Mortgage company: \_\_\_\_\_

Date of Loss: \_\_\_\_\_

Cause of Loss: \_\_\_\_\_

The undersigned (the Insured) hereby retains the above Public Insurance Adjuster, Fox Adjusters, LLC (the PA) to be the Insured's representative in the adjustment of the above referenced loss under the following terms:

**The Insured hereby agrees to pay to the PA an amount equal to \_\_\_\_\_% of the gross amount of the collected loss or damage recovered regardless of whether the loss is settled or paid by the insurance company or by reason of the above referenced policy as a result of adjustment, mediation, appraisal, arbitration, lawsuit or otherwise, on all coverage applicable under the referenced policy or any other applicable policy, including, without limitation, claims for bad faith and extra contractual damages or loss (hereafter referred to as the "PA fee"). If no recovery is made, the Insured will not be indebted to the PA for any sum of fees.**

The Insured hereby authorizes the PA to contact the above-named insurance company to direct them to include the name of Fox Adjusters, LLC. as a payee on any and all insurance proceeds checks issued by reason of the above referenced loss. This provision shall remain in full force and effect unless revoked by mutual written agreement of the insured and PA.

Payment to the PA shall be due and payable in full at the time that insurance proceeds are paid or issued by the insurance company. In consideration for the PA's professional services, the Insured by this agreement hereby irrevocably assigns to the PA, and the PA shall have a lien on, the portion of the insurance proceeds paid or payable sufficient to pay the amount due the PA under the agreement. In the event legal proceedings are brought by the PA to enforce this agreement, the prevailing party shall be entitled to recover its court costs and reasonable attorney's fee, including those of any appellate proceedings. Venue for all legal proceedings to be held in the courts of Orange County, Florida.

**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 Fox Adjusters, LLC, 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.**

If canceled the Insured shall not be obligated to pay any fees to the PA, for the work performed during that time. If the PA has advanced funds or has made payments on behalf of the Insured to others, in representation of the insured, the PA, is entitled to be reimburse for such amounts as it has reasonably advanced on behalf of the Insured. In the event that this contract is canceled

by the Insured after ten (10) business days, then the PA shall have a retaining lien and charging lien for work performed and costs advanced. Furthermore, the PA will not be held liable in any way for any filed claims on the property which were canceled by the Insured.

The Insured hereby authorizes the PA to hire the professional services of appraisers, umpires, estimators, engineers, and any other experts as may be deemed necessary by the PA. Any costs associated with said claims recovery will be reimburse to the PA. The Insured must consent to the cost prior to the PA hiring said professional(s). The Insured understands that it is responsible to pay the PA its fee, out of any and all insurance proceeds, prior to any payments to anyone else, including but not limited to mortgage companies, insurance companies, lenders, creditors, or any third parties, of any kind, or any other individual or corporation. The Insured hereby agrees that the Insured is solely responsible to timely obtain any and all mortgage endorsements necessary of said payments/checks so as to release payments to the PA. The PA shall in no event be obligated to conform to mortgage company requirements, in order to receive agreed to fee payments, and or out of pocket reimbursements.

The Insured acknowledges that the PA has made no guarantees regarding the disposition or results of any stage of the claims process and all expressions made on behalf of the PA are the opinion of the PA based on information known at that time.

*The Insured represents that all information given to the PA is true and accurate. The Insured understands that 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.775.803, or S.775.084, Florida statutes. The Insured understands that the PA relies on the information provided by the Insured.*

Insured: \_\_\_\_\_

Insured: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

P.A: \_\_\_\_\_

Francine Fox LIC #W466182

Date: \_\_\_\_\_