

Florida's Best Public Adjusters
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APPRAISAL SERVICES AGREEMENT

Insured and Property Location

Name of Insured: _____

Property Address: _____

Suite/Apt. No.: _____

City: _____

Telephone #: _____

Email: _____

Insurance Information

Insurance Company: _____

Policy Number: _____

Claim No.: _____

Date of Loss: _____

Type of Loss: _____

THIS SERVICES AGREEMENT (the "Agreement"), effective this ____ day of _____, 20____, is made by and between Florida's Best Public Adjusters and its partners, agents, representatives, directors owners, adjusters, contractors and employees collectively ("FLBESTPA") and _____ ("Insured") (collectively, the "Parties"). Insured represents and warrants that he/she (they) is (are) the insured party, or is the duly authorized representative of the insured party, for the property(ies) identified above (the "Property") and may authorize the services hereunder and enter into this Agreement. By the Parties' signatures below, the Parties agree as follows:

1. Insured hereby hires FLBESTPA to act as Insured's **Appraiser** in a claim for damages resulting from the loss described above (the "Loss"). Appraiser: FLBESTPA is hired as the Appraiser, FLBESTPA may provide to Insured a written appraisal setting forth the dollar amount of additional monies that may be due Insured from Insured's insurance carrier or other institution for the Loss. FLBESTPA shall act to determine the scope and cost of repairs and/or replacements for damage to the property only to repair the damage or render the property, in whole or in part, to a pre-loss condition. The fee for appraisal services shall be **\$250.00 per hour, driving one way plus .625 for every mile driven payable prior to our affixing our signature to any appraisal settlement award.**
2. Insured understands and agrees that they are responsible for paying 50% of the umpire fees (per the insurance policy language) and FLBESTPA is not responsible for paying the umpire any fee or costs associated with their duty to act as the umpire (neutral). Costs for any and all expert fees if they become necessary to help support the appraisal will be delivered in writing to the insured by FLBESTPA prior to the hiring of any said expert. The insured must give written approval in advance of the hiring any expert. The cost associated with said expert if necessary, is the responsibility of the Insured, and not FLBESTPA
3. Insured agrees that FLBESTPA shall in no way be liable for omitting from or including in the estimate or appraisal for any reason whatsoever any items whether or not covered by the insurance policy or whether or not previously paid. Insured further understands that the estimate or appraisal might not include or account for any deductible or depreciation that may apply or take into consideration any insurance policy terms and/or conditions.
4. Insured agrees to pay FLBESTPA all fees due and within seven (7) business days of the conclusion of the appraisal process. Insured agrees that if Insured fails to pay FLBESTPA all fees due within seven (7) business days of the conclusion of the appraisal process interest on the unpaid balance shall accrue at a rate equal to 10% per annum or the highest lawful rate, whichever is lower, until paid. Insured agrees to be liable for any and all costs associated with the collection of fees due FLBESTPA, including without limitation, collection agency fees, court costs, and attorneys' fees and costs. For the purpose of this section, the appraisal process is completed when at least two signatures are affixed to the appraisal award (Including but not limited to the

signature(s) of one appraiser and one umpire and or two appraisers, or any combination of the same.)

5. Insured agrees and acknowledges that the services performed by FLBESTPA are necessary, in the nature of, and intended for the permanent improvements of Insured's real property. Therefore, in the event of a default by insured, FLBESTPA shall be entitled to a written recordable consensual lien against Insured's Property and may immediately record a Claim of Lien in the public records of the county in which the Property is located, each for whatever sum is then due and payable to FLBESTPA by Insured for work performed at the Property.
6. Insured hereby expressly waives any defense to the enforcement of FLBESTPA's lien based on the timeliness of recording, provided that FLBESTPA does not record a lien more than 30 days after the occurrence of a default as described pursuant to this paragraph.
7. This Agreement shall be governed by and construed in accordance with the domestic laws of the State of Florida, without giving effect to the principles of conflict of laws thereunder. The exclusive jurisdiction and venue of any action relating to or arising out of this Agreement shall be the courts of the State of Florida and each party irrevocably submits itself to the jurisdiction of such courts. Venue shall be in Palm Beach County Florida.
8. This Agreement contains the sole and entire agreement between the Parties with respect to its subject matter and supersedes any and all other prior written or oral agreements between them with respect to such subject matter. No amendment or modification of this Agreement shall be valid unless in writing and duly executed by the party affected by the amendment or modification. Waiver by any party of any breach of any provision of this Agreement shall not be considered as or constitute a continuing waiver or a waiver of any other breach of the same or any other provision of this Agreement. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective representatives, successors and assigns.
9. In the event that any portion of this Agreement is illegal or unenforceable, it shall affect no other provisions of this Agreement and the remainder of this Agreement shall be valid and enforceable in accordance with its terms.
10. Insured may cancel this Agreement without penalty within three (3) business days after the effective date of this Agreement by delivering written notice to FLBESTPA of Insured's termination. Should the termination of this Agreement occur after three (3) business days, Insured is obligated to pay FLBESTPA any fees and costs expended up until and including the date of termination

Insured's Signature: _____ Date: _____
Print Name _____

_____ Date: _____
By: Appraiser (FLBESTPA Authorized Signatory)