

FRJH3709671-04-

I/We, [Redacted], (the Policy holder) hereby retains Five Star Claims Adjusting (the Company) to be the agent and representative, under the insurance contract by CITIZENS Insurance Company Policy Number [Redacted] to adjust, appraise, advise and assist in the settlement of the loss located at [Redacted] on Building, Personal Property, & Loss of Income, which date of loss was 4-9-2011 and was caused by Swthole and agrees to pay, in consideration thereof, and assign to Five Star Claims Adjusting 10% of the whole amount recovered (including recoverable depreciation and overhead & profit and any extra-contractual or bad faith damages less deductible). As security for payment of the policyholder's obligations to the Company hereunder, the Policyholder hereby assigns the Company that portion of the insurance proceeds sufficient to pay the Company's fees as determined in accordance with the terms of this agreement. The Policyholder further agrees to pay the Company from the insurance proceeds any reasonable costs associated with out of pocket expenses for services performed necessary to settle the claim. This includes, express mail, third party professional fees and endorsements, umpire and engineering services, and any loss associated with expediting the settlement. NO recovery, NO cost to client.

10%
NOB

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The assignment created here is absolute and unconditional. In the event the Insurance Company fails to issue a check payable jointly to the Policyholder and the Company, the Policyholder hereby grants the Company a lien on recovered proceeds received by the Policyholders, and/or the physical property listed above, to the extent of the fee due the Company, pursuant to the terms of this agreement. The Policyholder directs the Insurance Company to issue a check payable jointly to the Policyholder and the Company equal to the amount of the fee due and to issue a check payable jointly to the Policyholder, the Company, and other payees on the policy, if applicable, for the remainder of the proceeds. Notwithstanding the foregoing, the Policyholder directs the Insurance to comply with the payment instructions set forth herein, without any further act or authorization arising out of the agreement. Policyholder agrees that the insurance company draft shall be deposited into the Company's bank account and the Company shall issue payment to the Policyholder less Company's fee as listed above. In the event that legal proceedings are brought to enforce this legal agreement, the prevailing party shall be entitled to recover court costs and reasonable attorney's fees, collections fees, including those of any appellate proceedings.

The Policyholder hereby agrees to provide accurate information at all times upon investigation of loss by the Company, and not withhold pertinent information necessary for the claim presentation. Falsified information by the Policyholder shall immediately cancel this agreement at the discretion of the Company. The Policyholder is held responsible for full payment to Five Star Claims Adjusting. Should the Policyholder choose to hire an attorney, this choice will be made solely by Policyholder and the Company will not recommend nor persuade the Policyholder in any way. The Company will still be entitled to the full fee due if a recovery is made.

This agreement shall be governed and construed in accordance with the laws of the State of Florida. The Policyholder agrees and hereby acknowledges that this agreement shall be construed as being executed by both parties hereto in the State of Florida. Each individual executing this agreement on behalf of the Policyholder respects and warrants that he/she is dully authorized to execute and deliver this agreement. This agreement is subject to revocation without penalty if the party seeking such revocation provides notice of cancellation in writing and sent certified mail, return receipt to the address above within (3) three business days of notification to the insurer of the claim. This agreement shall be binding upon the estate of the insured in the event of his/her death. Payment is due upon receipt of invoice. Beginning 14 days after receipt of invoice, interest shall accrue at the Daily Periodic Rate of .04356%.

Accepted By: [Signature]
Insured: [Signature]
Date: 4-9-2011
Home Phone: [Redacted]
Work / Cell: 727-967-2448

Adjuster: [Signature]
License #: 2165444
Date: 4-9-2011
Cell #: 727-742-9973

"Pursuant to s. 817.234, Florida Statutes, any person who, with 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 of repair of damaged property in support of a claim under an insurance policy knowing that the proof of loss or estimate of claims 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."