

Representation Agreement

This is a contractual agreement for services (herein "Agreement"). This Agreement is entered into between _____ (herein "Insured") and Dwayne Hall, a Public Insurance Adjuster, licensed in Texas, # 1586878 (herein "Adjuster.") For the purposes of this Agreement, any applicable mortgage company or insurance company will be referred herein as "Insurer."

THEREFORE, for the mutual promises and consideration contained herein, Insured and Adjuster agree as follows:

I. Information Regarding Texas Department of Insurance

IMPORTANT NOTICE: You may contact the Texas Department of Insurance to obtain information on public insurance adjusters, your rights and complaints at: 1-800-252-3439 or you may write the Texas Department of Insurance at P.O. Box 149104, Austin, Texas 78714-9104, Fax # (512) 475-1771

ADVISOR IMPORTANTE: Puede comunicarse con el Departamento de Seguros de Texas para obtener informacion acerca ajustores publicos de seguros, o sus derechos o quejas al: 1-800-252-3439 o puede escribir al Departamento de Seguros de Texas P.O. Box 149104, Austin, Texas 78714-9104, Fax # (512) 475-1771

II: Parties to Agreement

A. Adjuster to Negotiate Insurance Contract:

Dwayne Hall, 2303 College Street, Texarkana, Arkansas 71854 Phone (903) 733-4664 Fax (870) 216 2081 Email: DwayneHall@yahoo.com Website: www.PublicAdjusterNetwork.com

Notice: Above is the mailing and physical address to which notice of cancellation and all communications to the public insurance adjuster may be delivered. If any part of the contract or solicitation is made via the internet, above is the email and website address to which notice of contract cancellation and all communications to the public insurance adjuster may be delivered.

B. Insured:

Name: _____

Address: _____

Telephone: _____

Facsimile: _____

Email: _____

III. Purpose of Agreement

Adjuster is to act on behalf of Insured in negotiating for or effecting the settlement following claim for loss or damage as it relates to:

Insurance Company: _____ Phone Number: _____
_____ Policy # _____

Claim # _____ Amount Received \$ _____

Mortgage Company: _____

Loan Number: _____

Is Insured Current on Mortgage Payments? Yes _____ No _____

Months Behind: _____ Other Lien Holders: _____

Insured hereby testifies that no other claim has been filed in reference with the same peril and that no other legal representation is involved with this claim other than: _____.

State claims filed for this property in the last five years, the date and amount of settlement:

IV. Adjuster's Commission

1. Insured has elected to pay for Adjuster's services as follows:

A contingent fee of _____ percent of the claim to be charged to Insured whether the loss is settled or paid by the Insurer as a result of adjustment, mediation, appraisal, arbitration, lawsuit or otherwise on all coverages applicable under the described policy or any other applicable policy.

2. If arising the case of additional costs associated with services necessary to settle this claim, including but not limited to: attorneys fees, engineers, appraisers or umpires, it will be addressed under a separate written agreement upon Insured's approval.

3. When applicable, the fee to Adjuster will be due immediately after Proofs of Loss are completed, submitted to Insurer, and the first drafts or checks are received by either the Insured or Adjuster.

4. The Insured expressly authorizes that the name of Dwayne Hall be included on all drafts or checks issued pertaining to this Agreement and that all such drafts or checks be sent to the above office location of Adjuster. In the event the Insurer fails to include Dwayne Hall on the check, the policyholder hereby grants Adjuster a lien on recovered proceeds received by the policyholder to the extent of the fee due to Adjuster pursuant to this agreement.

5. Under no circumstance will Adjuster's fee be more than ten-percent (10%) of the claim to be charged to Insurer.

6. If the insurance carrier pays or commits in writing to pay to the insured the policy limits of the insurance policy in accordance with Insurance Code Article 6.13 or §862.053 within 72 hours of the loss being reported to the insurer, the public insurance adjuster is not entitled to compensation based on a percentage of the insurance settlement, but is entitled to reasonable compensation for the public insurance adjuster's time and expenses provided to the insured before the claim was paid or the written commitment to pay was received.

V. Assignment of Rights & Notice of Lien

1. Insured hereby assigns to Adjuster all rights necessary for Adjuster to fairly and adequately render his services, this includes if applicable, Insured's claim of the independent tort of bad faith against Insured.

2. Insured hereby assigns to Adjuster, as collateral security for all indebtedness in connection with this Agreement:

a. All monies due or to become due from the insurance contract between Insured and Insurer (as identified in this Agreement by its policy number).

b. The right to collect such monies from the insurance contract between Insured and Insurer (as identified in this Agreement by its policy number).

c. The right to distribute such monies from the insurance contract between Insured and Insurer (as identified in this Agreement by its policy number).

3. To secure the Adjuster's Commission, Insured gives to Adjuster a lien in the property that is subject to this Agreement. Insured gives to Adjuster all applicable power to auction, levy, foreclose, and sell this property.

VI. This is Not a Contract for Practice of Law:

Client acknowledges and agrees that this Agreement is not for performing acts that constitute the practice of law. The practice of law includes giving legal advice to Client in the Adjuster's capacity as a public insurance adjuster.

VII. No Limiting Intent

This contract is not intended to contain any terms or conditions which have the effect of limiting or nullifying any requirements of the Texas Administrative Code, Texas Insurance Code or other rules as required by law of Texas.

VIII. Specific Performance

The parties recognize that irreparable injury will result from a breach of any provision of this Agreement and that money damages will be inadequate to fully remedy the injury. Accordingly, in the event of a breach or threatened breach of one or more of the provisions of this Agreement, any party who may be injured (in addition to any other remedies which may be available to that party) will be entitled to one or more preliminary or permanent orders (i) restraining and enjoining any act which would constitute a breach or (ii) compelling the performance of any obligation which, if not performed,

would constitute a breach.

IX. Complete Agreement

This Agreement supersedes all prior written and oral statements by the parties with respect to the subject matter hereof, including any prior representation, statement, condition, or warranty. Any modification of this Agreement must be in writing and be signed by both Adjuster and Insured.

X. Applicable Law & Venue

All questions concerning the construction, validity, and interpretation of this Agreement and the performance of the obligations imposed by this Agreement will be governed by the laws of the State of Texas. Venue for any action will be in Houston, Harris County, Texas.

XI. Section Titles

The headings herein are inserted as a matter of convenience only and do not define, limit, or describe the scope of this Agreement or the intent of the provisions hereof.

XII. Binding Provisions

This Agreement is binding upon, and to the limited extent specifically provided herein, inures to the benefit of, the parties hereto and their respective heirs, executors, administrators, personal and legal representatives, successors, and assigns.

XIII. Terms

Common nouns and pronouns will be deemed to refer to the masculine, feminine, neuter, singular, and plural as the identity of the person, entity, or organization in the context requires.

XIV. Separability of Provisions

Each provision of this Agreement will be considered separable. If, for any reason, any provision or provisions herein are determined to be invalid and contrary to any existing or future law, such invalidity will not impair the operation of or affect those portions of this Agreement which are valid.

XV. Arbitration

Disputes are to be arbitrated pursuant to the commercial arbitration rules of the American Arbitration Association (herein "AAA.")

XVI. Enforceability of Arbitration

The decision made by the arbitrator is enforceable in a court of appropriate jurisdiction.

XVII. Costs of Arbitration

Each party of arbitration will be responsible for his, her, or its own costs to arbitrate. Costs to arbitrate will consist of, but are not limited to, all personal expenses and attorney fees.

The costs of arbitration will be split equally between the parties of such arbitration. The costs of arbitration will consist of the arbitration fee to AAA and the arbitrator's fee.

XVIII. Miscellaneous

This agreement contains the entire understanding of Insured and Adjuster relating to its subject matter and may not be modified except by a written document signed by Insured and Adjuster.

This agreement is binding on both Insured and Adjuster and its successors and assigns.

XIX. Notices

1. NOTICE: A public insurance adjuster may not participate directly or indirectly in the reconstruction, repair, or restoration of damaged property that is the subject of a claim adjusted by the public insurance adjuster or engage in any other activities that may reasonably be construed as presenting a conflict of interest, including soliciting or accepting any remuneration from, or having a financial interest in, any salvage firm, repair firm, or other firm that obtains business in connection with any claim the public insurance adjuster has a contract or agreement to adjust.

2. NOTICE: THE INSURED MAY CANCEL THIS CONTRACT BY WRITTEN NOTICE TO THE PUBLIC INSURANCE ADJUSTER WITHIN 72 HOURS OF SIGNATURE FOR ANY REASON.

3. WE REPRESENT THE INSURED ONLY.

4. YOU ARE ENTERING INTO A SERVICE CONTRACT. YOU ARE BEING CHARGED A FEE FOR THIS SERVICE. YOU DO NOT HAVE TO ENTER INTO THIS CONTRACT TO MAKE A CLAIM FOR LOSS OR DAMAGE ON A POLICY OF INSURANCE.

AGREED:

Dwayne Hall, Adjuster

By: _____

Signed on: ____/____/20____

At: _____: _____ (AM / PM)