



## HOMESTATE ADJUSTERS LLC

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### Public Adjusters Contract

I/ We, \_\_\_\_\_ (the "Insured"), hereby retain Homestate Adjusters LLC to be my /our agent and representative to assist in the \_\_\_\_\_ of my \_\_\_\_\_ claim for loss and damages caused by \_\_\_\_\_ which occurred on \_\_\_\_\_, 20 \_\_\_\_ at approximately \_\_\_\_\_ AM / PM at \_\_\_\_\_ in the City of \_\_\_\_\_.

The Insured acknowledges receipt of the DISCLOSURE TO THE INSURED, WRITTEN NOTICE OF CONSUMER RIGHTS and the FIRE DAMAGE REPRESENTATION ACT DISCLOSURE forms, which are attached to this contract and shall be made a part of hereof.

Insured agrees to pay for such services a commission fee of 10% of the total amount paid by the insurance company in settlement of this loss. Any additional expenses incurred by Homestate Adjusters LLC on behalf of Insured, will only become due if pre-approved by the Insured.

Homestate Adjusters LLC may at its discretion recommend Homestate Construction LLC, as a qualified general contractor to perform necessary restoration and repairs. Insured has the right to choose its own contractors to perform the work; however, if the Insured Contracts with Homestate Construction LLC and pays said contract in full, all payments and/or commission fees required under the terms of this Agreement shall be waived (i.e., the 10% fee listed above). Additionally, if the Insured contracts with Homestate Construction LLC, Insured authorizes Homestate Adjusters LLC to transfer the insurance settlement directly to Homestate Construction LLC. Homestate Adjusters LLC shall provide a written disclosure to the insured if it has any direct or indirect financial interest in Homestate Construction LLC, or in any recommended contractor.

Insured authorizes his/her insurance company to include the name of "Homestate Adjusters LLC", in addition to the Insured's name, on all drafts or checks pertaining to this loss.

Homestate Adjusters LLC only helps the insured with preparation, adjustment, and settlement of the claim and is only compensated for this service. Homestate Adjusters LLC does not provide any legal advice nor does it provide restoration services. Homestate Adjusters LLC does not give any promises or warranties in regards to the claim adjustment and settlement. Homestate Adjusters LLC is not responsible for any errors and omissions associated with the insurance claim adjustment and (or) settlement not arising from its fault.

If the insurer, not later than 5 business days after the date on which the loss is reported to the insurer, either pays or commits in writing to pay the Insured the policy limit of the insurance policy, Homestate Adjusters LLC shall not receive a commission consisting of a percentage of the total amount paid by an insurer to resolve a claim, and be entitled only to reasonable compensation from the Insured for services provided by Homestate Adjusters LLC on behalf of the Insured, based on the time spent on a claim and expenses incurred by the public adjuster, until the claim is paid or the Insured receives a written commitment to pay from the insurer.

Homestate Adjusters LLC and Public Adjuster attest that they are fully bonded in accordance with Illinois State Law.

At the option of the Insured, this contract shall be voidable for five (5) business days after execution. The Insured may void the contract by notifying Homestate Adjusters LLC in writing, by either registered or certified mail, return receipt requested, to the address shown on this contract or by personally serving notice on Homestate Adjusters LLC. If the Insured cancels this contract, Homestate Adjusters LLC shall return anything of value given to Homestate Adjusters LLC by the Insured within fifteen (15) days of receipt of the cancellation notice.

If the claim relates to fire damage and the Insured, within 5 days after the fire, makes an agreement with any other person to represent him in his claim for damages caused by that fire may, within a 10-day period after the execution of such agreement, the Insured may elect to avoid this agreement by notifying company name Homestate Adjusters LLC in writing of such election by registered or certified mail, return receipt requested.

This written contract shall constitute the entire agreement between Homestate Adjusters LLC and the Insured.

This Public Adjuster Contract has been received & executed by:

Public Adjuster Contract ("Date") on \_\_\_\_\_, 20 \_\_\_\_  
at ("Time") \_\_\_\_\_ a.m. / p.m.

INSURED Contract ("Date") on \_\_\_\_\_, 20 \_\_\_\_  
at ("Time") \_\_\_\_\_ a.m. / p.m.

Public Adjuster Address: \_\_\_\_\_

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

City/State/Zip Code: \_\_\_\_\_

City/State/Zip Code: \_\_\_\_\_

\_\_\_\_\_  
Public Adjuster Name

\_\_\_\_\_  
Full Name of Insured

\_\_\_\_\_  
Public Adjuster License No.

\_\_\_\_\_  
Insurance Company Name and Policy Number

\_\_\_\_\_  
Public Adjuster Phone No.

\_\_\_\_\_  
Insured Phone No.

\_\_\_\_\_  
Accepted / Public Adjuster Signature

\_\_\_\_\_  
Accepted / Insured Signature

**DISCLOSURE TO THE INSURED**

Property insurance policies obligate the insured to present a claim to his or her insurance company for consideration. There are 3 types of adjusters that could be involved in that process. The definitions of the 3 types are as follows:

- (A) "Company adjuster" means the insurance adjusters who are employees of an insurance company. They represent the interest of the insurance company and are paid by the insurance company. They will not charge you a fee.
- (B) "Independent adjuster" means the insurance adjusters who are hired on a contract basis by an insurance company to represent the insurance companies interest in the settlement of the claim. They are paid by your insurance company. They will not charge you a fee.
- (C) "Public adjuster" means the insurance adjusters do not work for any insurance company. They work for the insured to assist in the preparation, presentation and settlement of the claim. The insured hires them by signing a contract agreeing to pay them a fee or commission based on a percentage of the settlement, or other method of compensation.

**FIRE DAMAGE REPRESENTATION ACT DISCLOSURE**

**Business Transactions (815 ILCS 625/) Fire Damage Representation Agreement Act.**

(815 ILCS 625/0.01) (from Ch. 29, par. 80) Sec. 0.01 Short title. This act may be cited as the Fire Damage Representation Agreement Act. (Source: P.A. 86-1234.)

(815 ILCS 625/1) (from Ch. 29, par. 81) Sec. 1. Any person who, within 5 days after a fire, makes an agreement with any other person to represent him in his claim for damages caused by that fire may, within a 10-day period after the execution of such agreement, elect to avoid the agreement by notifying the other person in writing of the election by registered or certified mail, return receipt requested.

The person undertaking the representation of the claimant by such an agreement must, at the time of the agreement, furnish the party with whom the agreement is made a copy of the agreement and the address to which the notice may be sent and a copy of this Act, and obtain written acknowledgement of receipt of such from the party represented. If he fails to do so, the 10-day period provided for in this Act does not commence to run until the agreement, address and a copy of this Act are furnished. (Source: P.A. 83-290; 83-577.)

**WRITTEN NOTICE OF CONSUMER RIGHTS**

In addition to any protections granted to you the insured under the Public Adjusters Law, as a consumer of services under Illinois law you are entitled to the full protections granted by the consumer Fraud and Deceptive Business Practices Act, 815 ILCS 505 et seq., including the right to bring an action for actual damages as a result of a violation of such act.

A public adjuster shall provide the insured a written disclosure concerning any direct or indirect financial interest that the public adjuster has with any other party who is involved in any aspect of the claim, other than salary, fee, commission, or other consideration established in the written contract with the insured, including but not limited to, any ownership of or any compensation expected to be received from, any construction firm, salvage firm, building appraisal firm, board-up company, or any other firm that provides estimates for work, or that performs any work, in conjunction with damages caused by the insured loss on which the public adjuster is engaged. The word "firm" shall include any corporation, partnership, association, joint-stock, or person.

Signature of Insured: \_\_\_\_\_ Date: \_\_\_\_\_