

Smart Claims Public Adjusting
3466 Progress Dr Suite 212
Bensalem, PA 19020

☎: (267) 241-9155
✉: support@smartclaimspa.com



PUBLIC ADJUSTER CONTRACT

The undersigned "insured" hereby retains Smart Claims Public Adjusting ("Public Adjuster") to advise and assist in the adjustment of the insurance claim arising from loss at 34820 Capstan Lane Lewes DE 19958, which occurred on or about the 25th day of October 20 22. The insured agrees to pay the Public Adjuster for such services a contingent fee of 2.5 / 10 % of the amount paid by the insurance company for this loss. The contingent fee of the Public Adjuster shall be due from each draft or check issued by the insurance company in the percentage listed in this contract. In addition to the contingent fee, and if the insured agrees in advance, the insured will reimburse the Public Adjuster for extraordinary expenses above and beyond the normal costs of doing business, such as expert witness fees and expenses, engineer and inspection fees. **Insured:** by signing this contract you request and authorize your insurer to add the Public Adjuster as an additional payee on all drafts or checks pertaining to this loss. This agreement contains the entire contract between the parties and may not be changed, altered or amended in any form. **The Insured has a right to rescind (cancel) this contract for any reason whatsoever within three (3) CALENDAR days after the execution date of the contract by completing the Notice of Rescission/Cancellation on page 2.**

DISCLOSURES-REQUIRED BY ACT 21 OF 2012

The parties to this contract hereby acknowledge the following by initialing where indicated and signing below:

The insured has the right to rescind this contract within **THREE CALENDAR DAYS** after signature.

The fees charged by the public adjuster for services will be no more than **2.5%** of the first \$25,000 paid by the insurer for the loss and will be paid for the claim proceeds and not in addition to the payments made by the insurer. The public adjuster will charge no more than **12%** of the amount paid by the insurer above \$25,000.

The public adjuster will provide the insured a copy of the estimate or report of losses and, upon the insured's request, the public adjuster will provide copies of any supporting documentation the public adjuster sends to the insurer.

The public adjuster is not a representative or an employee of the insurer. The public adjuster is an independent licensee of the Insurance Department.

By signing below, the parties agree to the terms stipulated in this contract:

Digitally signed by:
Brendan Steinbrecher

Public Adjuster's Signature

Brendan Steinbrecher
3001042797

Public Adjuster's Name and License Number

7/14/2023 | 11:43 AM EDT

Date

Insured's Signature

Michael Cheikin

Insured's Name

34820 Capstan Lane

Address

Lewes DE 19958

City, State Zip

*See addendum annexed
and incorporated*

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NOTICE OF RIGHT TO RESCIND OR CANCEL

You, the insured, may rescind (cancel) this contract at any time prior to midnight on the THIRD (3rd) calendar day after the execution date of this contract. If you exercise your right to cancel this contract, you will be liable for reasonable and necessary emergency out-of-pocket expenses or services which were paid for or incurred by the public adjuster to protect your interests during the period preceding cancellation. You should also provide notice of this contract termination promptly to your insurance company.

If you cancel this contract, anything of value given by you under the contract will be returned to you within fifteen (15) business days following the receipt by the public adjuster of your cancellation notice, and any security interest arising out of the contract will be cancelled. To cancel this contract, mail, fax, or deliver in person a signed and dated copy of the following notice or any other written notice indicating your intent to cancel and the date thereof to **Smart Claims Public Adjusting at 3466 Progress Dr Suite 212 Bensalem, PA 19020** no later than midnight of 7/20/2023
+ 3 Days

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3466 Progress Dr Suite 212
Bensalem, PA 19020

NOTICE OF RESCISSION/CANCELLATION OF CONTRACT

I hereby rescind and cancel this contract.

Insured's Signature

Date

7/21/2023

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**DISCLOSURE OF ADDITIONAL COMPENSATION AND/OR FINANCIAL INTEREST
(COMPLETE IF APPLICABLE—IF NOT, INSERT “DOES NOT APPLY” BELOW)**

The Public Adjuster hereby discloses and, by signing this contract, the insured hereby agrees to the public adjuster’s receipt of compensation, commission or other things of value from the following person(s) engaged in the business of salvage, repair, replacement, renovation or demolition of damaged property:

N/A

The Public Adjuster hereby discloses that he or she has a direct or indirect financial interest in the following persons or entities that may be involved in providing services in conjunction with an aspect of the insured’s loss:

N/A

ES public adjuster initials

[Signature] insured initials

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AUTHORIZATION & LETTER OF REPRESENTATION

To The Insurance Companies:

This is to certify Smart Claims Public Adjusting and their representatives are hereby retained to advise and assist in the adjustment of the insurance claim arising from a loss by: water which occurred at 34820 Capstan Lane Lewes DE 19958 on or about the 25th day of October, 20 23 and to assist in the processing of the settlement checks and any claims related documentation.

This will serve to notify my insurance carrier that by my/our signatures below, I/we authorize the name Smart Claims Public Adjusting to be on all drafts and checks pertaining to this loss and to forward all same to:

Smart Claims Public Adjusting
3466 Progress Dr Suite 212
Bensalem, PA 19020

Please allow this document to serve as my/our formal request that a full copy of the insurance policy be sent to my Public Adjusters – **Smart Claims Public Adjusting** as soon as possible.

If acceptable a pdf digital copy will suffice in lieu of a paper mailing. Please send the digital copies of the policy to support@smartclaimspa.com - a paper copy has to be mailed, please mail to the above noted address.

Witnessed By:

Digitally signed by
Brendan Steinbrecher
Signature
Brendan Steinbrecher
Print

Insured:

Insured's Signature
Michael Cheikin
Insured's Name

7/21/2023
Date

Insured's Signature
Insured's Name

Date

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Payment Authorization

The policyholder Michael Cheikin and/or _____
(client) understands that by signing, they authorize Smart Claims Public Adjusting to accept and negotiate any insurance payment or settlement check. Authorization includes the right to endorse any check, deposit into escrow, and to communicate with any direct mortgage to secure its acceptance or endorsement on any payment.

Prior Claim Background Data:

I/We, Michael Cheikin and/or _____ known as the policyholder(s) have or have not incurred any prior claims in the last 5 years. If you have, please list below.

Prior Claim Details:

N/A Roof damage + repair 2020

Insured's Signature

Michael Cheikin

Insured's Name

7/21/2022
Date

Insured's Signature

Insured's Name

Date

Addendum to
Contracts of 7/2023
between

Smart Claims Public Adjusting LLC
and
Fidelity Public Adjustment Group LLC

3466 Progress Dr, Suite 212
Bensalem PA 19020

Michael and Patti Cheikin ("Owners")
34820 Capstan Lane, Lewes DE 19958
(610) 639-6034, 5; cheikinm@msn.com, patti.cheikin@gmail.com,

Date: July 17, 2023

1. This Addendum is incorporated into the Agreements of 7/2023 between the parties listed above. The terms of this Addendum will prevail over any similar terms in the original Agreement.
2. Smart Claims Public Adjusting LLC and Fidelity Public Adjustment Group LLC share officers and related stakeholding positions. By entering into this contract, the below signatories represent that they are able and will bind their corporations to this agreement.
3. We agree that we want to incentive collections. Therefore the percentages will be as follows:

First \$25,000	2.5%
from \$25,001 to 180,000	8%
above 180,001	12%
4. Owners had a prior claim in approximately 2020 for roof damage.

Anthony Mita

Signature: Anthony Mita

Name: Anthony Mita

Title: President

Date: 7/20/23

OWNER

By: Anthony Mita

Name: Fidelity Public Adjusting Group

Date: 7/20/23

Brendan Steinbrecher

Signature: Brendan Ste

Name: Brendan Steinbrecher

Title: Marketing Manager

Date: 7/20/23