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LICENSE  
W811155

## PUBLIC ADJUSTER CONTRACT

Insured: Ricardo and Elda Riveros

Insurer: Edison Insurance

Date of Loss: 06/12/24

Policy #: EDH5401240-02

Claim Number: \_\_\_\_\_

Claim Type: ☒ New Claim ☐ Supplemental Claim Claim Situation: ☐ Emergency ☐ Non-Emergency

Description: Wind Damage

Loss Location: 1062 Chenille Circle Weston FL 33327

1. This Agreement is entered into between the Insured and Stellar Public Adjusting Services, LLC. ("STELLAR"). Insured hereby retains STELLAR to be its Public Adjuster on the above mentioned claim, to perform duties that may include inspecting the premises, evaluating damages, appraising the loss, advising and/or assisting in the adjustment, settlement and negotiation of the above-mentioned claim.

2. Insured hereby agrees to pay and hereby irrevocably assigns to STELLAR 10 % of all payments made by any insurance company, including the above Insurer, related to the above loss, whether contractual or extra-contractual. The fee will be applied to the total amount of recovery and will not be reduced by any payments to third parties. These fees are payable regardless of whether the loss is settled or paid as a result of adjustment, mediation, appraisal, arbitration, lawsuit or otherwise. In the event appraisal, arbitration, or mediation is demanded, there will be an additional charge of five-percent, provided the additional amount charged does not exceed the maximum amount allowed by law and Fla. Stat. §626.854. This charge will also be added should the Insured retain counsel to assist with the claim. Such additional fee is due to STELLAR's increased scope of work arising from, but not limited to, attending additional site inspections, communication with counsel, review of expert reports, review of discovery, analysis of claims or defenses and attendance at fact depositions and trial. The total contractual percentage shall not exceed the maximum allowed by law. The fee will be based on the total amount of the settlement after the application of the deductible. Fees will only be charged on monies paid by the Insurer after the date this Agreement is signed.

3. The Insured authorizes and requests the Insurer to have Stellar Public Adjusting Services, LLC. appear as an additional payee on all checks issued by the Insurer with regard to the above claim. The Insured hereby grants STELLAR a lien on monies paid by the Insurer to the extent of the fee due to STELLAR pursuant to this Agreement. STELLAR'S fees are due when payment is issued by any Insurance Company, including the above Insurer. In no event shall STELLAR be obligated to endorse a check in which it is named as a co-payee, if any invoice or fee due STELLAR remains unpaid by the Insured. Fees are due on all payments issued by the Insurer, regardless of whether the Insurer names STELLAR as a payee on checks. This includes, but is not limited to claims where the Insurer pays a vendor or contractor directly under a managed repair program or otherwise.

5. Insured understands it may be necessary to incur professional fees to properly adjust the claim. These fees may include a Professional Estimator, Engineer, Claim Appraiser, Industrial Hygienist, etc. The Insured understands and agrees that Stellar will be reimbursed for any such costs from the Settlement of the claim and that no professional fees in excess of one thousand dollars will be incurred or advanced by Stellar without Insured's written consent.

6. I, Ricardo and Elda Riveros, a named Insured under the above policy, hereby swear and attest that I have authority to enter into this contract and settle all claim issues on behalf of all named Insureds.

7. "Pursuant to § 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 claim 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 § 775.082- § 775.084, Florida Statutes."

8. Expert fees are not included. In the event Stellar is subpoenaed by the Insurer (or any other party) to provide expert or skilled witness testimony, Stellar may require the Insurer (or other deposing party) to pay Stellar an expert witness fee pursuant to Fla. R. Civ. P. 1.390(c) and Florida law.

9. In event of litigation arising from this Agreement, venue shall be in Miami-Dade County, Florida. The prevailing party shall be entitled to recover its court costs and reasonable attorney fees, including those of any appeal. In the event Insured defaults in the payment of STELLAR fees, interest will accrue at the maximum amount allowed by law. Insured agrees to pay all attorney fees and any costs associated for pre-litigation efforts, litigation efforts and any appellate proceedings related to recovery of fees to STELLAR.

10. A computer or faxed signature shall be deemed the same as an original signature. This Agreement contains the entire Agreement between the parties hereto and supersedes any and all prior proposals, negotiations, conversations, discussions, advertisements, agreements and/or representations, whether oral or written. This Agreement may be altered or modified only in writing signed by both parties. The unenforceability or invalidity of one or more clauses within this Agreement shall not have an effect on any other clause.

11. Additional Terms:

**12. You, the insured, may cancel this contract for any reason without penalty or obligation to you within 10 days after the date of this contract. If this contract was entered into based on events that are the subject of a declaration of a state of emergency by the Governor, you may cancel this contract for any reason without penalty or obligation to you within 30 days after the date of loss or 10 days after the date on which the contract is executed, whichever is longer. You may also cancel the contract without penalty or obligation to you if I, as your public adjuster, fail to provide you and your insurer a copy of a written estimate within 60 days of the execution of the contract, unless the failure to provide the estimate within 60 days is caused by factors beyond my control in accordance with s. 627.70131 (5) (a), 2., Florida statutes. The 60-day cancellation period for failure to provide a written estimate shall cease on the date I have provided you with the written estimate. The notice of cancellation shall be provided to STELLAR at the office address listed above, submitted in writing and sent by certified mail, return receipt requested, or other form of mailing that provides proof thereof, at the address specified in the contract. Pursuant to s 817.234, Florida Statutes, any person who, with the 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 or repair of damaged property in support of a claim under an insurance policy knowing that the proof of loss or estimate of claim 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. This cancelation period only applies to residential property insurance policies and condominium unit owner policies as described in Florida Statutes 718.111(11), otherwise this Agreement may not be canceled.**

Stellar Public Adjusting Services, LLC.

Adjuster Name Carlos Altuna

Adjuster License P134228

Signature

*Carlos Altuna*

Date 09/10/2024

Insured Name Ricardo and Eida Riveros

Phone 954-531-8100

Email \_\_\_\_\_

Signature

Click to sign \*

Date

09 / 10 / 2024

Rev. 2/2024