



## PUBLIC INSURANCE ADJUSTER CONTRACT

**GREENSPAN ADJUSTERS INTERNATIONAL**  
400 OYSTER POINT BOULEVARD, SUITE 519  
SOUTH SAN FRANCISCO, CA 94080  
(800) 248-3888 / (650) 583-4300  
info@greenspan-ai.com

**WE REPRESENT THE INSURED ONLY**  
LICENSE NO. 2E11301

The INSURED, Santa Rosa City Schools (hereinafter "INSURED") as insured by Travelers Property Casualty Company of America under Policy No. KTJ-CMB-0D90536-6-17 hereby retains GREENSPAN ADJUSTERS INTERNATIONAL (hereinafter "GREENSPAN") to advise and assist INSURED in the measurement and documentation of INSURED'S loss and to present INSURED'S claim to the insurance company(ies), as described below in the statement of work, for loss and damage resulting from the danger/peril of fire occurring on or about October 9, 2017 that was sustained by INSURED'S property located at: Multiple locations as listed under the policy.

INSURED agrees to pay and assigns to GREENSPAN for services rendered on behalf of INSURED \* See Addendum \_\_\_\_\_ percent ( \* \_\_\_\_\_ %) ☒ [INSURED'S Initials] of the amount received from the insurer by the INSURED for services rendered to the INSURED by the public insurance adjuster, plus necessary expenses as approved by the INSURED. A public adjuster's fee, commission, or other valuable consideration shall not cause the insured to receive less than any amount paid to the insured by the insurer prior to the date of the written contract between the insured and the public adjuster.

INSURED authorizes and directs that GREENSPAN shall be named as an additional payee on all checks or drafts issued to the INSURED.

Any dispute or claim arising out of, or relating to, this Contract, or the services provided hereunder, shall be exclusively resolved by neutral binding arbitration administered by ADR Services, Inc. Judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The exclusive venue of any action arising out of, or related to, this Contract shall be in San Francisco County, California.

As a public adjuster, I am required by the California Insurance Code to post a surety bond in the sum of \$20,000 to cover certain kinds of claims made by you, the INSURED. If you have any questions concerning the surety bond, you may contact the California Department of Insurance Licensing Hotline at 1-800-967-9331 or [www.insurance.ca.gov](http://www.insurance.ca.gov).

**Effective date of this contract:** \_\_\_\_\_. You have the right to cancel the contract within eight business days of signing. You are being provided a copy of the signed contract. See the notice of cancellation form at the end of this contract for an explanation of this right.

I have been given a PUBLIC ADJUSTER DISCLOSURE: **Initial here to agree** → \_\_\_\_\_. ☒

☒ INSURED

GREENSPAN ADJUSTERS INTERNATIONAL

By: \_\_\_\_\_

By: \_\_\_\_\_

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

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Contract is subject to School Board approval

## **COMMERCIAL STATEMENT OF WORK AND OTHER CONDITIONS**

Where applicable under the relevant terms, conditions, limitations and exclusions of the insurance policy(s) at issue, GREENSPAN will perform the following services, as necessary and relevant:

1. **Review:** GREENSPAN will analyze all of the INSURED'S policy(ies) of insurance covering real or personal property for the purpose increasing the INSURED'S recovery consistent with the terms and conditions of said insurance policy(ies).
2. **Detailed Estimate:** Develop a detailed estimate of the present cost to restore/reconstruct the subject property to the specifications existing at the time of the loss or as otherwise called for by the policy(ies) of insurance.
3. **Code Upgrades:** Where coverage is provided for the increase in restoration/reconstruction cost due to governmental regulation or ordinance (often referred to as "code upgrades"), these increased costs will be included in the restoration/reconstruction estimate.
4. **Bid Comparison:** An analysis of all estimates submitted on behalf of the INSURED and on behalf of the insurance company(ies) will be made comparing the scope of damages and the unit costs applied to the various areas of restoration/reconstruction. GREENSPAN will utilize this analysis in its effort to achieve optimum indemnification from the insurance company(ies) consistent with the terms, conditions, limitations, and exclusions of the policies.
5. **Detailed Inventory:** Where coverage is provided for indemnification of damage to stock, equipment or other personal property, GREENSPAN will prepare a detailed inventory of the INSURED'S personal property and will assign a value of damage and loss to each individual item of property damaged by the above-stated peril(s). This listing will include all items that are capable of being physically identified as well as those ascertained from the INSURED'S records, documents and personal recollections. GREENSPAN additionally will confer with the employees and management of the INSURED in preparing this inventory as needed.
6. **Business Interruption/Extra Expense/Loss of Rents:** If this claim involves, and the policy of insurance provides coverage for loss of earnings, business interruption or loss of rental income, GREENSPAN will assign an accountant who is experienced in the preparation of these types of claims as needed to document the difference between the actual earnings achieved during the loss suspension period and the earnings projected for the same period had the loss not been sustained. This documentation will also include, where applicable, Extra Expenses and/or Expediting Expenses. The GREENSPAN accountant will consult with the INSURED'S financial advisers, when and as appropriate.
7. **Your Approval:** This claim remains the claim of the INSURED. GREENSPAN will not settle any element of the INSURED'S claims without the written approval of the INSURED. This approval may be in the form of, but is not limited to, a Sworn Statement in Proof of Loss.
8. **Best Efforts:** GREENSPAN will use its best efforts to strive to achieve the optimum indemnification from the insurance company.
9. **Timely Resolution:** GREENSPAN recognizes that the INSURED is eager for a timely resolution and with the cooperation of the INSURED, will use due diligence and dispatch in the preparation and presentation of this claim.
10. **No Interest In Other Vendors:** INSURED may use the services of contractors, salvage and remediation experts or similar vendors ("vendor(s)"). GREENSPAN does not have any ownership or otherwise beneficial interest in any vendor. INSURED agrees to make an independent evaluation of any vendor that INSURED uses. INSURED agrees that the choice of vendors is made solely by INSURED. GREENSPAN disclaims all responsibility for any loss, injury, claim, liability or damage of any kind resulting from, arising out of, or in any way related to the use of any vendor.

---

## NOTICE OF CANCELLATION

\_\_\_\_\_  
(Date of Contract)

You may cancel this contract within eight business days from the above date that you signed the contract and you were provided with a copy of that signed contract, except that, as it pertains to a disaster as defined in Section 15001, your right to cancel is five calendar days without any penalty or obligation to pay your public insurance adjuster, other than for reimbursement of moneys paid by your public insurance adjuster for out-of-pocket emergency expenses for you or on your behalf. If your public insurance adjuster seeks reimbursement from you for out-of-pocket emergency expenses, your public insurance adjuster shall provide you with an itemized statement of those emergency expenses advanced to you or on your behalf if the cancellation is made within the first three business days after the contract was signed by you and you were provided a copy of the signed contract. Nothing in this contract permits your public insurance adjuster to recover any costs, except for those out-of-pocket expenses advanced to you.

If you cancel, any money or other consideration paid by you will be returned within five business days following the receipt of your cancellation notice, and any security interest arising out of the transaction will be canceled.

To cancel this contract, mail or deliver by certified mail, return receipt requested, or other form of mailing which provides proof of mailing, a signed and dated copy of this cancellation notice, or any other written notice, or send a telegram to:

**GREENSPAN ADJUSTERS INTERNATIONAL**  
400 OYSTER POINT BOULEVARD, SUITE 519  
SOUTH SAN FRANCISCO, CA 94080

Not later than midnight of: \_\_\_\_\_  
(Date)

I hereby cancel this Contract: By: \_\_\_\_\_ Date: \_\_\_\_\_  
INSURED



**NOTICE OF CLAIM  
AND  
NOTICE OF REPRESENTATION**

To: Travelers

Attention: Scott Feldman

Type of Loss: Fire

Insured: Santa Rosa City Schools

Loss Location: Multiple locations as listed under the policy

Date of Loss: October 9, 2017

Please be advised that **THE GREENSPAN CO./ADJUSTERS INTERNATIONAL** has been retained to advise and assist (me, us) in the measurement and documentation of (my, our) loss and claim. You are hereby authorized and directed to name **THE GREENSPAN CO./ADJUSTERS INTERNATIONAL** as an additional payee on all drafts or checks issued by you. All verbal and/or written communication should be with **THE GREENSPAN CO./ADJUSTERS INTERNATIONAL**.

Dated this \_\_\_\_\_ Day of \_\_\_\_\_ 20\_\_\_\_\_.



INSURED



### **DISCLOSURE**

There are three types of insurance adjusters that could be involved in the processing of your insurance claim. The definitions of the three types are as follows:

- (1) Public adjusters means the insurance adjusters who do not work for your insurance company. They work for you, the Insured, to assist in the preparation, presentation, and settlement of your claim. You hire them by signing a contract and agreeing to pay them a fee or commission based on a percentage of the settlement, or other method of compensation. Public adjusters are required to be licensed, bonded, and tested by the State of California to represent your interest only.
- (2) Company adjusters means the insurance adjusters who are employees of your insurance company. They represent your insurance company and are paid by your insurance company. They will not charge you a fee and are not individually licensed or tested by the State of California.
- (3) Independent adjusters means the insurance adjusters who are hired on a contract basis by your insurance company to represent the company in the settlement of the claim. They are paid by your insurance company. They will not charge you a fee.

You have the right, but are not required, to use the services of a public adjuster in the preparation and handling of your insurance claim.

Public adjusters cannot solicit your business while the loss is underway, or between the hours of 6 p.m. and 8 a.m.

Your "Public Adjuster Contract," with a public adjuster representing you, should clearly indicate the amount of the fee you will be paying to your public adjuster. Your contract, with this fee percentage, should be acknowledged by your initials on the "Public Adjuster Contract." The salary, fee, commission, or other consideration is to be paid by you (the Insured), not the insurance company (insurer).

You have the right to cancel the contract with your public adjuster, without any penalty or obligation, within three business days from the date the contract is signed. If the contract was established from a catastrophic disaster as defined in subdivision (c) of Section 15001, the Insured has the right to cancel within five calendar days.

If you cancel the contract with your public adjuster, any money or other consideration paid by you will be returned within five business days following the receipt of your cancellation notice, and any security interest arising out of the transaction will be canceled.

To cancel the contract with your public adjuster, mail or deliver by certified mail, return receipt requested, or other form of mailing that provides proof of mailing, a signed and dated copy of the cancellation notice, or any other written notice, or send a telegram to the public adjuster at the address in the contract.

You have the right to, and may, communicate with your insurance company at any time if you feel the need during the claims process.

If you have any concerns or questions, the officers at the California Department of Insurance Consumer Hotline are there to help you. Please contact them at 1-800-927-HELP (4357), or [www.insurance.ca.gov](http://www.insurance.ca.gov).

**ADDENDUM # 1**

Insured: Santa Rosa City Schools

Date of Loss: October 9, 201

Loss Location: Multiple locations as listed under the policy

\_\_\_\_\_  
(Date of Contract)

GREENSPAN's fee shall be 5 <sup>3</sup>/<sub>4</sub>% on all monies collected between \$0 and \$6,000,000, and 9% on all monies collected above \$6,000,000.

GREENSPAN's fee does not apply to emergency repairs and clean up incurred up to December 1st, 2017.

By: \_\_\_\_\_ By: \_\_\_\_\_