



# D.A. LAMONT

PUBLIC ADJUSTERS, LLC.

TX License 1699242

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3350 W HWY 199 SPRINGTOWN, TX 76082 (817)-637-8824 FAX  
(817)220-5218

## PUBLIC ADJUSTER – INSURED AGREEMENT

River Road Independent School District (the "District") does hereby authorize and engage D.A Lamont, to adjust, value, negotiate and/or settle any insurance claim for loss and damage caused by wind, water, tornado and other severe weather sustained by River Road Independent School District, Amarillo, Texas on or about the period from May 28, 2013 through June 17, 2013 as well as any previous damage sustained by the School District. The District agrees to pay D.A. Lamont for its services a fee of 7% of the settlement amount as adjusted or otherwise recovered on account of the loss, together with all applicable sales tax, reimbursement, and other reasonable and necessary expenses (such as an Engineer or Appraiser), without markup, as approved by the District and incurred on its behalf by D.A. Lamont, not to exceed a total cost of \$49,999.

The District hereby assigns a portion of the insurance settlement to D.A. Lamont for payment, and the insured(s) hereby direct any insurance company providing coverage for the above claim for loss and damage to include the name D.A Lamont, in addition to the insured's name, as a co-payee on all payments, drafts, or checks pertaining to this loss and direct insurer to transmit said payment to D.A Lamont.

### Legal Notice in compliance with The Texas Department of Insurance Regulations:

A) If the insurer 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 adjuster is not entitled to compensation based on a percentage of the insurance settlement, but is entitled to reasonable compensation for the public adjuster's time and expenses provided to the insured before the claim was paid or written commitment to pay was received.

B) 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 adjuster or engage in any other activities that may reasonably be constructed 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 adjuster has a contract or agreement to adjust.

**C) NOTICE: THE INSURED MAY CANCEL THIS CONTRACT WITHIN 72 HOURS OF SIGNATURE FOR ANY REASON. Notice must be transmitted by certified mail, return receipt requested, to D.A Lamont 3350 W. Hwy 199, Springtown, Texas 76082. YOU ARE ENTERING INTO A SERVICE CONTRACT. YOU ARE BEING CHARGED A FEE FOR**

**THIS SERVICE. YOU DO NOT HAVE TO ENTER THIS CONTRACT TO MAKE A CLAIM FOR LOSS OR DAMAGE ON A POLICY OF INSURANCE.**

D) Commission for adjusting services are calculated as a percentage of total settlement reached with the insurance company. The total commission payable to the public adjuster may not exceed 7% of the amount of the insurance settlement. This is not a contract for legal services and shall not be constructed as such. Commission/Contingency fees are for adjusting, consulting or valuation services only, furthermore absolutely no part of contingency fees are applicable to preparation of legal documents or legal services of any kind whatsoever.

**E) IMPORTANT NOTICE: You may contact the Texas Department of Insurance to obtain information on public insurance adjusters, your rights and complaints at: 1-800-252-3539 or you may write the Texas Department of Insurance at P.O. Box 149104, Austin, Texas 78714-9104, Fax # (512)0475-1771. AVISO IMPORTANTE: Puede comunicarse con el Departamento de Seguros de Texas para obtener informacion acerca ajustores publicos de seguros, o sus derechos o quejas al : 1-800-252-3539 o puede escribir al Departamento de Seguros de Texas P.O. Box 149104, Austin, Texas 78714-9104, Fax # (512)0475-1771.**

Any provisions in this agreement found to be invalid shall have no effect on the validity of the remaining provisions. This agreement is performable in Potter County, Texas. Venue for any legal action arising out of the Project shall be in a state or federal court, as appropriate, in the county where the Owner's Administrative Offices are located.

This is the entire agreement between the Public Adjuster and the Insured(s). There is no other agreement, written or oral, expressed or implied between the parties. The parties declare and represent that no promise, indictment, representation or other agreement not expressly contained in this Public Adjuster- Insured Agreement has been made that confers any benefit upon them. This agreement is entered into in the State of Texas and any rights, remedies or obligations shall be construed and enforced in accordance with the laws of Texas.

The insured acknowledges receipt of a copy of this Public Adjuster- Insured Agreement.

**Signatures**

D.A. LAMONT

RIVER ROAD INDEPENDENT SCHOOL DISTRICT

\_\_\_\_\_  
Don Lamont  
Public Adjuster License Number: 1630438

By: \_\_\_\_\_  
Stacey Johnson, Board President

\_\_\_\_\_  
Date Signed

\_\_\_\_\_  
Date Signed

Don Lamont  
3350 W. Hwy 199  
Springtown, Texas 76082  
Telephone: 817/637-8824  
Facsimile: 817/220-5218

9500 U.S. 287, North  
Amarillo TX, 79108  
Telephone: 806/381-7800  
Facsimile: 806/381-1357