

# IRWIN & Associates, LLC



IRWIN

1901 Possum Hollow Road, Suite 200, Slidell, Louisiana 70458  
Mississippi Public Adjuster License 10503377 • Louisiana Public Adjuster License #727210  
Phone: 985-640-2191 • E-Mail: Claims@IRWINclaims.com

## Ranged Flat Fee Appraisal Contract

Client's Legal Name: Kelly Kennedy

Property Loss Address: 1932 Concord Rd. Terrytown, LA 70056

Cell Phone: 504-400-3917 Email: PPSigns@bellsouth.net

Insurance Carrier: Geavera Advantage Claim Number: 2123253567

### Standard Provisions

1. SERVICES: Appraiser shall provide professional services in accordance with the agreed upon Scope of Work for INSURANCE APPRAISAL. These services are provided at a ranged flat fee rate please see attached Ranged Flat Fee Rate provision, plus any necessary reimbursable expenses approved by the insured, public adjuster, lawyer, or umpire\*.
2. EXECUTION: This agreement becomes effective upon signatures by insured or authorized representatives of the client and Appraiser, and upon receipt by Appraiser of a signed original, facsimile, or e-mail copy. If facsimile or e-mail is initially sent to Appraiser, client should provide Appraiser with a signed original for record in reasonable time.
3. INITIATION: Appraiser is authorized to proceed with services upon receipt of an executed Agreement or written Notice.
4. COMPLETION/TERMINATION: This Agreement shall remain in full force and effect until completion and acceptance of the services rendered hereunder, until terminated by mutual agreement, or until terminated by either party. Termination maybe accomplished by either party upon a three (3) day written notice should either party fail to substantially perform in accordance with the terms of this Agreement. In the event of such termination, the compensation terms of this Agreement shall survive, and Appraiser shall be paid at a minimum of \$300 per hour plus reimbursable expenses, together with all costs arising out of such termination. All appraiser work product remains with appraiser, while work product of other experts will be released upon payment for services.
5. STANDARD OF CARE: Services provided by Appraiser under this Agreement will be performed in a manner consistent with the degree of care and skill ordinarily exercised by members of the same profession in good standing and practicing in the same or similar localities. This representation is in lieu of any warranties or other representations either express or implied.
6. INDEPENDENT APPRAISER: Appraiser is and shall be at all times during the term of this Agreement, an independent appraiser and not an employee or agent of the client for any other reason other than the appraiser. Appraiser cannot provide services as a public adjuster or lawyer, only that of an insurance appraiser. Appraiser only addresses the amount of loss, not a disputed coverage issues; though it may be necessary to potentially separate out and/or discuss valuations based on coverage types, anticipated coverage issues, and/or coverages that have already been denied but are still part of the overall appraisal for valuation if need for current or future litigation, mediation, or arbitration. Questions regarding policy should be directed to the insurance adjuster, public adjuster, lawyers, or Department of Insurance.
7. COMPLIANCE WITH LAWS: Appraiser will endeavor in good faith to comply with Federal, State and local laws and ordinances applicable to the services to be provided under this Agreement. Contractors and architects will ultimately have the responsibility of verifying law and code requirements for construction methods and requirements.
8. COLLECTION COSTS: In the event legal action is necessary to secure payment under this Agreement, Appraiser shall be entitled to any and all amounts found to be owing plus all related attorney's fees, court costs, expert fees, loss of income, and other expenses, incurred by Appraiser in connection therewith, as well as treble damages if required to go to court.

MEMORANDUM FOR THE COURT

RE: [Illegible]

On [illegible] day of [illegible] 2024, the Court was informed that [illegible] had been [illegible] by [illegible].

The Court has reviewed the [illegible] and [illegible] and finds that [illegible].

Accordingly, the Court orders that [illegible] be [illegible] by [illegible].

This order is entered on this [illegible] day of [illegible] 2024.

Very truly yours,  
[Illegible Signature]

[Illegible Title]

[Illegible Address]

[Illegible Contact Information]

[Illegible Footer]

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9. **SITE VISITS/OBSERVATIONS:** If included in the Scope of Work, Appraiser shall visit the site at intervals appropriate to the stage of the appraisal process. Unless otherwise stated the consultant shall make all necessary inspections in a reasonable time frame.
10. **INDEMNIFICATION/HOLD HARMLESS:** To the fullest extent permitted by law, Client will indemnify and defend Appraiser, its members, officers, employees and its sub-consultants against any and all claims, losses, costs and/or damages of any nature whatsoever or claims, or expenses from any cause or causes arising out of or related to this Agreement or construction related thereto. Such indemnity shall not include the acts or omissions committed solely by Appraiser.
11. **LIMITATION OF LIABILITY:** No warranty, either express or implied, is included or intended to be included, in Appraiser's proposal, reports, or this Agreement. The liability of Appraiser, its member, officers, employees and sub-consultants, to Client for all injuries, damages, claims and costs (including all attorney's fees, legal costs, and all other costs related thereto), from whatever cause, whether based in contract, tort, statute or any other theory of liability, shall not exceed the total fee paid to Appraiser by Client under this Agreement. Such claims and causes include, but are not limited to negligence, professional errors and/or omissions, strict liability, breach or contract warranty.
12. **RELEASE OF WORK PRODUCT:** The Client grants the Appraiser permission to photograph the property and furthermore grants permission to use the resulting work product of the appraisal for industry studies and research, training, promotional advertisement, and/or comparisons. Permission granted to the Appraiser shall extend to his/her successors, legal representatives, licensees and assigns and shall be irrevocable and perpetual without claim for compensation by the Client.
13. **DISPUTES:** Any Claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to arbitration or commencement of legal or equitable proceeding by either party. If such matter relates to or is the subject of a lien arising out of Appraiser's services, Appraiser may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to the resolution of the matter.

Unless the parties mutually agree otherwise, mediation shall be conducted in accordance with the Construction Industry Mediation Rules of the American Arbitration Association in effect at the time the dispute is made. Request for mediation shall be filed in writing concurrently with the other party and with the American Arbitration Association. The parties agree that arbitration; legal or equitable proceedings shall be stayed pending completion of mediation. However, in no case shall such a stay extend more than (30) days after commencement of mediation. The parties will share equally the mediators' fee and other filing fees related to mediation. Matters not resolved in mediation shall be decided by arbitration which shall be conducted, unless the parties mutually agree otherwise, in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association. In no event shall a demand for arbitration be made by either party after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter would be barred by the applicable statute of limitation. NO arbitration arising out of or relation to this Agreement shall include, by consolidation of joinder or in any other manner, any party or entity not a party to this Agreement, except by the way of written consent of the parties to this Agreement.

14. **ATTORNEY FEES:** Excepting attorney's fees and costs directly related to mediation, the prevailing party in arbitration or other legal or equitable proceeding shall be entitled to recover from the other party its actual attorney's fees, cost, expert fees, court costs, travel expenses, and any other costs related to the litigation, or selection of a court appointed umpire.
15. **THIRD PARTIES:** Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against Appraiser or client.
16. **GOVERNING LAW:** This Agreement shall be interpreted and construed in accordance with the laws of the State of Louisiana currently in effect as of the date of this Agreement.

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17. **FLAT FEE RATE:** This Insured(s), either through their own signature, or their through the signature of their authorized representative, public adjuster, or lawyer, hereby agrees to pay Irwin & Associates L.C.C a reasonable flat fee for services as stated in the flat fee schedule listed below of the appraiser's valuation of loss, which is not contingent to the panel award or your lawyers increased extra-contractual final settlements or verdicts with the carrier. The fee is based on the reasonable compensation for a skilled, educated, trained, and seasoned appraiser and their expert team, as well as the normal expenses and tools incurred by the appraiser, administrative costs, travel & peridium, other overheads, and profit. This fee does not include costs associated with the umpire, nor with any litigation, arbitration, mediation, or other expenses of other professionals or professional services or reports for this claim. Invoice is due upon execution of the award.

<u>Appraisal Valuation</u>	<u>Flat Fee</u>
\$0 to \$50,000.....	\$3,900
\$50,001 to \$60,000.....	\$4,900
\$60,001 to \$70,000.....	\$5,900
\$70,001 to \$80,000.....	\$6,900
\$80,001 to \$90,000.....	\$7,900
\$90,001 to \$100,000.....	\$8,900
\$100,001 to \$110,000.....	\$9,900
\$110,001 to \$120,000.....	\$10,900
\$120,001 to \$130,000.....	\$11,900
\$130,001 to \$140,000.....	\$12,900
\$140,001 to \$150,000.....	\$13,900
\$150,001 to \$160,000.....	\$14,900
\$160,001 to \$170,000.....	\$15,900
\$170,001 to \$180,000.....	\$16,900
\$180,001 to \$190,000.....	\$17,900
\$190,001 to \$200,000.....	\$18,900
\$200,001 to \$225,000.....	\$19,900
\$225,001 to \$250,000.....	\$22,900
\$250,001 to \$275,000.....	\$24,900
\$275,001 to \$300,000.....	\$27,900
\$300,001 to \$325,000.....	\$29,900
\$325,001 to \$350,000.....	\$32,900
\$350,001 to \$375,000.....	\$34,900
\$375,001 to \$400,000.....	\$37,900
\$400,001 to \$425,000.....	\$39,900
\$425,001 to \$450,000.....	\$42,900
\$450,001 to \$475,000.....	\$44,900
\$475,001 to \$500,000.....	\$47,900
\$500,001 to \$600,000.....	\$49,900
\$600,001 to \$700,000.....	\$59,900
\$700,001 to \$800,000.....	\$69,900
\$800,001 to \$900,000.....	\$79,900
\$900,001 to \$1,000,000.....	\$89,900
\$1,000,001 to \$1,250,000.....	\$99,900
\$1,250,001 to \$1,500,000.....	\$124,000
\$1,500,000 to \$1,750,000.....	\$149,000
\$1,750,001 to \$2,000,000.....	\$174,000
\$2,000,001 or more, add an additional \$50,000 per \$500,000 increment.	

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## Financial Definitions

1. Costs do not include the costs of an appraisal umpire, lawyers, or court costs, if required or necessary. Umpire costs are usually split evenly between the insurer and the insured, and they are responsible for those incurred fees. Any additional court, litigation, or deposition costs as a witness, expert, etc. will be at a rate of \$350 per hour with a four-hour minimum.
2. \*Irwin and Associates is NOT responsible for necessary reimbursable expenses for expert services, such as but not limited to, engineering, industrial hygienist, material or substance testing, accounting, building consulting, scientific or specialized reports, medical or legal experts, etc. If Irwin and Associates believes it's necessary for such experts to be consulted, Irwin and Associates will notify you (Client), your chosen representative, public adjuster, attorney, or power of attorney prior to retaining the services. It is the Client or representative of Client, responsibility to hire these independent experts if we do not agree on the expert. Irwin and Associates cannot be held liable for any "lack of scope", "lack of consideration," or "lack of compensation" should you (Client) or its representative choose not to hire an additional expert to support your claim.

The following documentation is requested for the appraisal (which does not dispute coverage/policy questions):

1. Signed copy of this contract.
2. Copy of the policy when available (to understand the scope of appraisal language).
3. Copy of insurance adjuster's estimate, and photo report if available.
4. Copy of any partial denials, (if available to understand scope limitations or what the expert findings were).
5. Copy of any estimates, repair invoices, expert reports, if applicable.
6. Copy of any photos or videos taken by the insured or the insured's representative.

Signature of Insured or Authorized Representative

John Love Morris, Jr

Printed Name of Insured or Authorized Representative

05.16.2022

DATE

Signature of Insured or Authorized Representative

Printed Name of Insured or Authorized Representative

DATE

Authorized Signature of Irwin and Associates

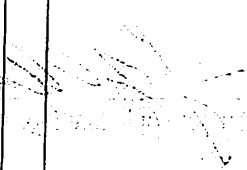
Luke Irwin

Printed Name of Authorized Signature

5-16-2022

DATE

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