



Assignment and Agreement for Services

This Assignment and Agreement between **Claim & Construction Management Group, LLC (CCMG)** and _____ (**Insured**) is effective _____ and authorizes CCMG to represent Insured on all aspects of Insured’s HO6 property damage claim:

Insurance Carrier		DOL	
Insured Property address		Policy No:	
		Claim No:	

1. REPRESENTATION.

A. INSURANCE CLAIM NEGOTIATION & SETTLEMENT: Insured(s) hereby authorize CCMG to represent Insured(s) in the initiation, management, completion, and settlement of the insurance claim portion of this loss. CCMG agrees to act as **fiduciary** to Insured(s) at all times during claim settlement. Insured shall not be liable for payment to CCMG on the personal property or additional living expenses portion of the claim settlement unless Insured requests (in writing) assistance from CCMG on the personal property and/or Additional Living Expenses portions of the claim.

B. GENERAL CONTRACTOR AND CONSTRUCTION WORK: CCMG and Wildflower Condominium Association have (or will have) a General Contractor agreement in place for CCMG to rebuild the total loss building/units at Wildflower and this HO6 claim will become part of that work as separately described in Wildflower governing documents.

2. COMPLETION AND SETTLEMENT OF THE CLAIM. All costs and necessary resources utilized in the settlement of this claim will be the sole responsibility of CCMG. No costs in the settlement of this claim with the Insurance Carrier will be incurred by the Insured, unless previously agreed in writing and attached to this Agreement as an addendum.

3. ASSIGNMENT OF CLAIM. Insured(s) agrees to the assignment of the right to collect insurance proceeds directly from the Insurance Carrier to CCMG, which funds shall be held by the Insured, subject to Insured’s obligation to use such funds to restore Insured’s condominium unit and subject to any Wildflower Condominium Association policy concerning allocation and use of such funds. The Insured(s) hereby acknowledges and agrees that the foregoing assignment includes the right for CCMG to submit invoices, make demands for payment, pursue legal action, and otherwise pursue claims and take action for the collection of insurance proceeds directly to or against the Insurance Carrier. Insured(s) assigns any and all insurance proceeds, the right to adjust the loss, and the right to pursue collection of such insurance proceeds from the Insurance Carrier to CCMG (Assignee).

4. DIRECT PAYMENT AUTHORIZATION. The Insured(s) makes this Assignment as part of the consideration for Assignee’s agreement for representation and hereby agree to: (i) direct the Insurance Carrier to release any and all estimates, costs, or other payment information related to the insurance claim, insurance proceeds, and claim supplement to CCMG; but only to the extent such information pertains to the services and/or Assignee’s operations; (ii) permit CCMG to discuss the scope of damages

and the insurance estimates directly with the Insurance Carrier, to the extent that CCMG is permitted to do so by applicable law; and (iii) waive any privacy rights related to the foregoing.

5. ACCOUNT FOR DIRECT PAYMENT. Funds paid to Insured(s) through their HO6 policy for Dwelling part A shall be part of the Wildflower Condominium Association rebuild project and shall be held and/or handled in accordance with the Wildflower Condominium Association's policy on the adjustment of the December 30, 2021, loss. Insured(s) understand that failure to hold and/or handle funds in accordance with Wildflower Condominium Association's policy may affect the rebuild of Insured(s) unit.

6. DECISION MAKING. CCMG and Insured(s) agree that all relevant decisions regarding this claim shall be discussed between CCMG and the Insured(s). Insured(s) agrees that CCMG shall use its best judgment when working with Insurance Carrier for proper settlement and at all times will consult with Insured(s) on significant decisions. Relevant decisions include but are not limited to: claim settlement, hiring experts, monetary calculations and acceptance of insurance carrier claim totals.

7. RIGHT TO PURSUE LEGAL ACTION AGAINST INSURANCE COMPANY. CCMG shall, at its sole expense and discretion, be entitled to take any reasonable actions necessary, including but not limited to; making demands for payment, pursuing legal action in court, and otherwise pursuing and taking action against the Insurance Carrier to collect the all insurance proceeds due to CCMG pursuant to this Agreement and Assignment. Upon request by CCMG, the Insured(s) agrees to provide any relevant information and to the extent reasonably necessary, assist CCMG in pursuing a claim or other action against the Insurance Company.

8. ARBITRATION. Any and all disputes or claims by and between CCMG and the Insured arising out of this Agreement shall be resolved by submission of the same to JAMS, for resolution by binding arbitration according to Colorado's Rules of Arbitration. In so agreeing the parties expressly waive their right to a jury trial, if any, on these issues and further agree that the award of the arbitrator shall be final and binding upon them as though rendered by a court of law and shall be enforceable in any court having jurisdiction over the same. The prevailing party shall be entitled to reasonable attorney's fees arising out of the dispute.

9. SEVERABILITY CLAUSE. In case any provision in this Assignment Agreement shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby and such provision shall be ineffective only to the extent of such invalidity, illegality or unenforceability.

Date: _____

Insured

Date: _____

CCMG