

# Umpire Rate Agreement

Policyholder: Mr. & Mrs. John Doe  
Insurer: Mega Property Insurance Company  
Claim No.: 123 456 789  
Type of Loss: Fire  
Date of Loss: 03/22/2014

Bob Smith, of Smitty's Appraisal Service, has been jointly appointed by the respective Appraisers to act as the neutral Umpire to resolve any disputes, differences, or disagreements for the amount of loss that have arisen between the two (2) Appraisers relative to the above referenced Claim/Appraisal.

Payment for the Umpire's services is the responsibility of both the Policyholder and the Insurer and is divided **FIFTY PERCENT (50%)** between those parties as stated in the appraisal clause of the insurance policy. It is understood by the undersigned that the fees for the Umpire's services are \$999.99 per hour, including travel time portal to portal, plus expenses. When appropriate, travel expenses may include mileage at the prevailing government rate, airfare, lodging, and a \$99.99 meal per diem. If it is necessary to have an unusual expense (for example: expert consultant, specialized testing, vertical access equipment, etc.) the Umpire will consult both Appraisers before incurring any such unusual expense.

The Policyholder acknowledges and understands that the Umpire's invoice is **TOTALLY SEPARATE** from any payments issued by the Insurer to the Policyholder on this Claim/Appraisal, or any amounts being charged to the Policyholder by their Attorney, Public Adjuster, Appraiser, or Contractor.

The Umpire's invoice is due Net 10 days. In the event that the Umpire should incur legal fees or costs to enforce this Umpire Rate Agreement and/or to collect the Umpire's fees and expenses in conjunction with the Claim/Appraisal, the Umpire shall recover his attorney's fees and costs, including appellate fees and costs, plus a service charge of 1.5% per month (18% per annum) from any non-paying party. Venue for any legal action brought in relation to or as result of this Umpire Rate Agreement shall be in Mosquito County, Florida.

\_\_\_\_\_  
By Policyholder/Authorized Representative

\_\_\_\_\_  
By Insurer/Authorized Representative

\_\_\_\_\_  
Print Name & Title

\_\_\_\_\_  
Print Name & Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Return executed agreement to:  
Smitty's Appraisal Service  
123 Main Street  
Anytown, USA 12345