

Terms of Service

Parties: This Agreement is between Alternative Claims Management, LLC ("ACM") and the undersigned client ("Client").

Effective Date: _____

1. **Services and Recovery Share:** ACM will provide damage recovery services for vehicle-related losses, including loss of use, revenue, and value, in accordance with this Agreement. For services rendered, ACM will receive a performance-based Recovery Share as outlined in Exhibit A.
2. **Notice of Representation:** Exhibit B authorizes ACM to act on Client's behalf on claims submitted to ACM for damage recovery, with Client's approval required for settlements below original estimate costs.
3. **Claims Processing:** Parties agree to cooperate, provide necessary information, and facilitate timely access to decision-makers. Client submits eligible claims with supporting documents. Client certifies all information is accurate and complete. ACM reserves the right to reject claims for any reason, including conflicting submissions or legal disputes. ACM may close claims due to Client fault, legal proceedings, or disputes by the at-fault party.
4. **Debt Collection:** ACM is not a debt collector but can refer claims to licensed collectors upon Client's request.
5. **Term and Termination:** TOS are effective for three (3) years and renewed automatically in one (1) year increments, unless terminated. *Either party may terminate with written notice at any time, and for the avoidance of doubt, Client is not obligated to continue to send claims and may stop sending claims at any time.* ACM may complete full processing on any claims received from Client.
6. **Data Security and Compliance:** ACM will maintain security measures to protect Client's information and notify Client of any data breaches. ACM will comply with applicable laws.
7. **Relationship:** The Parties are independent contractors. This Agreement does not create an agency or joint venture.
8. **Indemnification and Limitation of Liability:** Each Party indemnifies the other for losses resulting from their actions under this Agreement, except where caused by the other Party. Neither Party is liable for indirect, incidental, or consequential damages.
9. **Insurance:** ACM shall provide proof of the following insurance coverages upon Client's request and shall notify Client of any material changes, cancellations, or renewals during the term of the Agreement. ACM will maintain insurance coverages as specified with per claim/occurrence and in aggregate limits of:
 - a. Professional Liability: \$2,000,000.
 - b. Workers' Compensation: \$1,000,000.
 - c. Commercial General Liability: \$1,000,000.
 - d. Cyber Liability: \$1,000,000.
 - e. Automobile Liability (Any Auto): \$2,000,000 and \$10,000 for Personal Injury Protection (PIP).
10. **Entire Agreement:** This Agreement supersedes all prior agreements and may only be modified in writing by both Parties.
11. **Assignment:** Neither Party may assign this Agreement without the other's consent.
12. **Dispute Resolution:** Parties agree to resolve disputes informally before pursuing formal legal action.
13. **Governing Law:** This Agreement is governed by the laws of Bexar County, TX (County, State).
14. **Anti-Discrimination:** ACM does not discriminate based on any legally protected characteristics.
15. **Waiver of Jury Trial:** Both Parties waive the right to a jury trial for disputes related to this Agreement.

IN WITNESS THEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives as of the day and year first written above.

ALTERNATIVE CLAIMS MANAGEMENT, LLC

8610 N New Braunfels Ave #210, San Antonio, TX 78217
Michael Lewandowski
President and Chief Administration Officer

Signature: _____

Client

Address

Signature

Name

Title

EXHIBIT A: RECOVERY SHARE

ACM operates on a performance-based model, with no set-up, monthly, annual, or per-file fees. ACM deducts a "Recovery Share" from proceeds, contingent on successful recovery. Recovery may vary due to factors beyond ACM's control, such as policy limits, liability, or missing documents. As pay for performance, Client agrees to share recovery proceeds with ACM for both new and dormant claims. "New claims" have not been processed before. "Dormant claims" are past claims (older than 9 months) and may or may not have been processed for physical damage before.

Recovery line items may include the following. Recovery share to ACM is denoted below.

Item	New Claims to ACM	Dormant Claims to ACM
Physical Damage: Recovery based on the final repair invoice or body shop estimate, less direct claim expenses (e.g., appraisals, vehicle reports, police reports).	5%	25%
Physical Damage (Photoscopes Only): Recovery from third-party appraiser estimates based on photographs, reducing downtime and labor.	25%	25%
Loss of Use: Rental value for a replacement vehicle during repairs.	50%	50%
Loss of Revenue: Lost income while the vehicle is out of service, based on the prior 90 days of income.		
Inherent Diminution of Value: Difference in the vehicle's Actual Cash Value (ACV) before and after repairs.		
Repair Related Diminution of Value: Difference between the actual repair invoice and an OEM-compliant estimate.		
Recovered Fees (Charged to Carrier): Administration or sanitation fees paid by the at-fault party's insurer.		
Total Loss (Amount Over Valuation): Difference between the ACV and valuation method (e.g., loan value, wholesale, or depreciated value).	10%	10%
Other Property Damage: Recovery for non-vehicle property damages related to the event, such as signs, buildings, towing, storage.		

NOTICE OF REPRESENTATION

To Whom It May Concern:

Alternative Claims Management, LLC ("ACM") has been engaged by the undersigned ("Client") as Client's agent to process and recover claims for damages caused by an at-fault third-party. This includes, but is not limited to, vehicle physical damage, loss of use, loss of revenue, repair downtime, diminution of value, administrative fees, and related property damage.

Client authorizes ACM to contact responsible parties, their agents, or insurers on their behalf to gather necessary information and pursue recoverable damages. ACM is authorized to represent, negotiate, and settle claims as directed by Client. ACM may sign and/or endorse related documents, drafts, or settlement checks when related to the claim.

This Notice of Representation applies to claims with dates of loss both prior to and after the date below.

Sincerely,

Company

Signature

Name

Title

Date
