

Terms of Service

MitPro Technical Review and Technical Response — per-file engagements

These terms govern each file you submit to MitPro Mitigation Consultants for a MitPro Technical Review or a MitPro Technical Response. Submitting an order accepts them for that file. There is no continuing obligation on either side between files.

1. What is being provided

A MitPro Technical Review is an independent technical assessment of a mitigation invoice and its supporting documentation, prepared for the contractor that performed the work. It identifies which reductions the file supports, which it does not, and what documentation would sustain a charge.

A MitPro Technical Response is a separate document addressed to the carrier, prepared for the client and issued over the client's own submission. It is ordered only after a Review has been delivered, and only where that Review identifies items the file can carry.

2. What is not being provided

MitPro Mitigation Consultants is not a public adjuster, does not represent policyholders, does not negotiate claim settlements on behalf of any insured, and performs no activity requiring an adjuster's license in any jurisdiction. Nothing provided under this agreement is legal advice, an insurance coverage determination, or a representation as to how any carrier will respond.

No site inspection is performed unless separately agreed in writing. Reviews are based solely on the records the client provides. MitPro does not correspond or negotiate with any carrier, adjuster or third party on the client's behalf, and does not appear in the client's name.

3. The client's file

The client is responsible for providing the file as it was submitted to the carrier, together with whatever the carrier issued in response. The client represents that it has the right to share every document it submits, including any information concerning an insured or a third party.

MitPro is entitled to rely on the completeness and accuracy of what it receives. Documents produced after the fact, or altered from what the carrier received, materially change a review and must be identified as such when submitted.

4. Fees

Fees are set by the total of the mitigation invoice under review, not by the loss type or by whether the property is residential or commercial. Payment is due on order. There is no retainer, no prepaid block and no minimum volume.

A Response is not sold with a Review and is never charged in advance. The client orders a Review; where the Review identifies items the file will support, the client may then order a Response at the rate below. Where the file will not support one, nothing further is charged and there is nothing to refund.

Service	Fee
First review, one per company	No charge — identifies up to three major findings
Mitigation invoice \$0 – \$5,000	\$450 — Response afterwards, +\$150 where applicable
Mitigation invoice \$5,001 – \$15,000	\$750 — Response afterwards, +\$150 where applicable
Mitigation invoice \$15,001 – \$40,000	\$1,200 — Response included where applicable
Mitigation invoice over \$40,000	\$1,500 minimum, quoted above that — Response included where applicable

5. Turnaround

Delivery is within 48 hours, excluding weekends and public holidays, of the later of receipt of the file and receipt of payment. Where the file as received is incomplete to the point that the review cannot proceed, that period begins when the missing material arrives, and the client will be told promptly what is missing.

6. Revisions and questions

Each Review includes one round of revisions and reasonable questions by telephone or email. Work beyond that, including re-review following the production of additional documents, is quoted separately or billed at the hourly rate in the Professional Services Agreement.

7. Use of the deliverable

On payment, the client may use the Review and any Response for the claim it was prepared for, including submitting the Response to the carrier as part of the client's own submission.

The client may not alter the substance of either document, remove the MitPro attribution or signature, or present either as the client's own work. MitPro does not white-label. Neither document may be resold, redistributed beyond the claim it concerns, or used to support a different claim.

MitPro retains all rights in its templates, methods, checklists and the MitPro File Standard. Nothing in this agreement transfers them.

8. Confidentiality

Files are used only to perform the client's review and are not shared with any carrier, contractor or third party. Nothing from a client's file is used as a sample, in marketing, or in training material without the client's prior written permission, and any such permission may be limited to an anonymised form.

Each party will keep the other's confidential information in confidence. This clause survives completion of the engagement.

9. No guarantee of outcome

MitPro does not guarantee that any carrier will restore any charge, in whole or in part. Fees are for the analysis and the documents produced, and are earned on delivery regardless of how a carrier responds. An honest finding that a reduction is correct is a complete performance of this agreement.

10. Limitation of liability

MitPro's total liability arising out of any file, on any theory, is limited to the fees paid for that file. Neither party is liable for indirect, incidental or consequential loss, including lost profits or amounts a carrier declines to pay.

11. General

These terms are governed by the laws of the State of Tennessee. They are the entire agreement for the file to which they apply and may be varied only in writing. MitPro provides services as an independent contractor and not as an employee, agent or representative of the client. If any provision is unenforceable, the remainder continues in effect.

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