



Certified FORTIFIED PROFESSIONAL Agreement

Insurance Institute for Business & Home Safety and IBHS FORTIFIED PROFESSIONAL Agreement

This FORTIFIED Home™ PROFESSIONAL Agreement (“Agreement”) is entered into by the Insurance Institute for Business & Home Safety (“IBHS”) and _____ (“PROFESSIONAL”) based upon the Recitals stated below, and the Terms and Conditions of Agreement stated herein:

A. RECITALS.

IBHS Acknowledgements and Recitals.

1. IBHS is the established leader in the inspection and certification of techniques and features for the strengthening of commercial and residential structures.
2. FORTIFIED Home™ is a voluntary construction and re-roofing program designed to strengthen homes and commercial buildings against specific types of severe weather such as high winds, hail, hurricanes and even tornadoes.
3. IBHS endeavors to increase awareness of FORTIFIED Home as the trusted symbol for resilient homes.
4. IBHS provides duly qualified building industry professionals, including builders, general contractors, engineers, and architects, that have been certified by IBHS (“FORTIFIED Wise™ Professionals”) with program updates, information, and resources via the FORTIFIED website, webinars, newsletters, e-mails, and presentations.
5. IBHS provides FORTIFIED Wise Professionals with recognition for their participation in the program through vehicles such as the FORTIFIED Service Provider Directory.
6. IBHS provides qualified FORTIFIED Wise Professionals with access to the FORTIFIED Home marks to verify and promote FORTIFIED Home designated properties. ***IBHS owns the FORTIFIED Home name, trademark, and logo. Use and reproduction of the logo and marks without specific authorization and full compliance with ‘FORTIFIED Home Mark Usage Guidelines’ for the FORTIFIED Home program are prohibited.***
7. IBHS provides timely response to any requests for information or clarification on program policies.
8. IBHS does not provide any warranty or guarantee of any type concerning the integrity, strength, attributes, techniques, defects, or deficiencies in any structures inspected or certified in the FORTIFIED Home program and shall not be liable for any claims brought by a property owner for a house subject to FORTIFIED Home evaluation, including for the PROFESSIONAL’s proper or improper application of program guidelines.

PROFESSIONAL Acknowledgements and Recitals.

1. Any services by FORTIFIED Wise Professionals related to the FORTIFIED Home program are conducted subject to the terms and conditions of this Agreement.
2. FORTIFIED Wise Professionals must maintain the required FORTIFIED Wise Professional certification to be a qualified PROFESSIONAL in the FORTIFIED Home Program.
 - a. FORTIFIED Wise Professional certification, valid for three years, requires the following:
 - i. At least one employee who has successfully completed the FORTIFIED Wise Professional Training Course
 - ii. At least one employee who has received a passing grade (85 or higher) on the FORTIFIED Home Professional Certification Exam.
 1. Three attempts within 30 days of exam registration are allowed.
 2. If a passing grade of 85 or better is not achieved in three attempts, the candidate must retake the training course, retake the exam and pay all appropriate fees.
 3. If a passing grade of 85 or better is still not achieved, the candidate must wait six months before retaking the exam.
 - iii. Insurance with coverage of the greater of the amount required by professional licenses or the following:
 1. General Liability - \$1,000,000
 2. Automobile Liability - \$500,000
 3. Workers Compensation – as required by law
 4. Employer’s Liability - \$500,000 (usually part of Workers Comp policy)
 5. Professional Liability - \$500,000 (strongly recommended)

Proof of insurance, with coverage limits, must be provided annually. Professionals not fulfilling this requirement will be deemed ‘inactive’ and must promptly cease all use of the FORTIFIED Home™ name and logo, including removal from marketing materials. FORTIFIED will reinstate a Professional once the required insurance information is received.
 - iv. Proof of insurance, with coverage limits, must be provided annually. Evaluators not fulfilling this requirement will be deemed ‘inactive’ and must promptly cease all use of the FORTIFIED Home name and logo, including removal from marketing materials. FORTIFIED will reinstate an evaluator once the required insurance information is received.
3. To recertify for additional three-year periods, FORTIFIED Wise Professionals are required to have at least one employee complete the FORTIFIED Wise PROFESSIONAL Training course before retaking the FORTIFIED Home Professional Certification Exam and/or complete continuing education requirements as provided by IBHS.
 - a. FORTIFIED Home Professional Certification Training and Exam
 - i. Three attempts within 30 days of exam registration are allowed.
 - ii. If a passing grade of 85 or better is not achieved in three attempts, the PROFESSIONAL must retake the training course, retake the exam and pay all appropriate fees.
 - iii. If a passing grade of 85 or better is still not achieved, the FORTIFIED Wise Professional must wait six months before retaking the exam.

4. FORTIFIED Wise Professionals work in accordance with the FORTIFIED Home standard and coordinate with FORTIFIED Home Evaluators to ensure required documentation is collected and submitted to IBHS for review.
5. FORTIFIED Wise Professionals must adhere to the *FORTIFIED Home Mark Usage Guidelines* and ensure that authorized representatives, such as advertising agencies, distributors, and subcontractors, also comply.

B. CONFLICT OF INTEREST

1. Certified FORTIFIED Wise Professionals who also employ certified FORTIFIED Home Evaluators may not provide professional services and evaluation services on the same project. Also, a certified FORTIFIED Wise Professionals may not provide professional services for any project in which a family member or a company in which a family member has a financial interest, is providing FORTIFIED Home evaluation services. A family member is defined as a spouse, domestic partner, parent, child, sibling, grandparent, grandchild, in-laws, and stepparent, stepchild, guardian and ward, or member of one's household.
2. It is important to be cognizant of conflicts that can arise due to other personal or business relationships. Therefore, IBHS requires that Certified FORTIFIED Wise Professionals to disclose any other relationship that does not involve a family member but that is, or may be perceived to be, a conflict of interest so that the relationship can be managed properly. Examples of individuals and relationships that may create, or may be perceived to create, conflicts of interest, include:
 - extended family, such as cousins, aunts and uncles;
 - having a close friendship or relationship with someone;
 - a business associates; and
 - a landlord.
3. Certified FORTIFIED Wise Professionals may not provide any gift, gratuity or payment to FORTIFIED Evaluators. FORTIFIED Wise Professionals may, however, invoice customers for evaluation services and redirect payment for those services to the FORTIFIED Home Evaluators.

C. TERMS AND CONDITIONS OF AGREEMENT.

1. PROFESSIONAL warrants and represents that it has satisfied all requirements of the FORTIFIED Wise Professional certification, and that it will maintain such certification at all times necessary to this Agreement and any extension thereof.
2. PROFESSIONAL warrants and represents that data, information, forms, and reports provided by PROFESSIONAL in the regular course of the FORTIFIED Home evaluation process shall be true and accurate. PROFESSIONAL HEREBY INDEMNIFIES IBHS AND ALL OF ITS MEMBERS, REPRESENTATIVES, EMPLOYEES, DIRECTORS, OFFICERS, AGENTS, RESEARCH PARTNERS, CONTRACTORS, SUBCONTRACTORS, INSURERS, SUCCESSORS, AND ASSIGNS AND SHALL RELEASE, PROTECT, INDEMNIFY, DEFEND AND HOLD HARMLESS IBHS AND ALL OF ITS MEMBERS, REPRESENTATIVES, EMPLOYEES, DIRECTORS, OFFICERS, AGENTS, RESEARCH PARTNERS,

CONTRACTORS, SUBCONTRACTORS, INSURERS, SUCCESSORS, AND ASSIGNS FROM AND AGAINST ALL CLAIMS, DEMANDS, CAUSES OF ACTION AND DAMAGES WHATSOEVER, INCLUDING ATTORNEYS' FEES (EACH A "CLAIM"), RELATING TO ANY ACCIDENT, INCIDENT OR OCCURRENCE, ARISING OUT OF, INCIDENTAL TO OR IN ANY WAY RESULTING FROM OR RELATED TO FALSE OR INACCURATE INFORMATION THAT WAS PROVIDED TO IBHS BY THE PROFESSIONAL. PROFESSIONAL FURTHER PROFESSIONAL AGREES TO INDEMNIFY, ASSUME THE DEFENSE OF (IF REQUESTED), AND HOLD HARMLESS IBHS AND ITS DIRECTORS, OFFICERS, EMPLOYEES, AND AGENTS FROM EVERY CLAIM, LOSS, DAMAGE, INJURY, EXPENSE (INCLUDING ATTORNEYS' FEES), JUDGMENT, AND LIABILITY OF EVERY KIND, NATURE, AND DESCRIPTION ARISING IN WHOLE OR IN PART FROM ANY ACT OR OMISSION OF PROFESSIONAL IN RELATION TO THIS AGREEMENT.

3. PROFESSIONAL HEREBY INDEMNIFIES IBHS AND ALL OF ITS MEMBERS, REPRESENTATIVES, EMPLOYEES, DIRECTORS, OFFICERS, AGENTS, RESEARCH PARTNERS, CONTRACTORS, SUBCONTRACTORS, INSURERS, SUCCESSORS, AND ASSIGNS AND SHALL RELEASE, PROTECT, INDEMNIFY, DEFEND AND HOLD HARMLESS IBHS AND ALL OF ITS MEMBERS, REPRESENTATIVES, EMPLOYEES, DIRECTORS, OFFICERS, AGENTS, RESEARCH PARTNERS, CONTRACTORS, SUBCONTRACTORS, INSURERS, SUCCESSORS, AND ASSIGNS FROM AND AGAINST ALL CLAIMS, DEMANDS, CAUSES OF ACTION AND DAMAGES WHATSOEVER, INCLUDING ATTORNEYS' FEES (EACH A "CLAIM"), RELATING TO ANY ACCIDENT, INCIDENT OR OCCURRENCE, ARISING OUT OF, INCIDENTAL TO OR IN ANY WAY RESULTING FROM OR RELATED TO ITS PROVISION OF SERVICES TO A HOMEOWNER SEEKING A FORTIFIED HOME ROOF.
4. PROFESSIONAL AGREES TO INDEMNIFY, ASSUME THE DEFENSE OF (IF REQUESTED), AND HOLD HARMLESS IBHS AND ITS DIRECTORS, OFFICERS, EMPLOYEES, AND AGENTS FROM EVERY CLAIM, LOSS, DAMAGE, INJURY, EXPENSE (INCLUDING ATTORNEYS' FEES), JUDGMENT, AND LIABILITY OF EVERY KIND, NATURE, AND DESCRIPTION ARISING IN WHOLE OR IN PART FROM ANY ACT OR OMISSION OF PROFESSIONAL RELATION TO THIS AGREEMENT.
5. PROFESSIONAL is not, and shall not be deemed to be, the partner, employee, agent, representative, or servant of IBHS. Nothing in this Agreement is intended to be or to create a contract of employment between IBHS and PROFESSIONAL, nor shall this Agreement be interpreted or implied to create such a contract. PROFESSIONAL understands and agrees that the activities undertaken in connection with the FORTIFIED Home program are not services intended to confer a benefit to IBHS. As such, PROFESSIONAL shall not be entitled to compensation from IBHS and shall not submit claims for compensation in any form to IBHS.
6. This Agreement is voluntary and may be terminated at any time by IBHS or PROFESSIONAL with thirty (30) days advance written notice of intent to terminate by the terminating party, provided that IBHS may terminate this Agreement immediately and without advance notice in the event IBHS determines, in its sole discretion, that continuation of this Agreement with PROFESSIONAL is detrimental in any way to the interests of IBHS.
7. All data, information, forms, and reports transmitted by PROFESSIONAL, including those submitted by a FORTIFIED Home Evaluator, to IBHS in the regular course of the FORTIFIED Home evaluation process shall become the exclusive property of IBHS upon receipt by IBHS of said information. Additionally, all data compiled or created by IBHS, all forms, all programs, all FORTIFIED Home names, marks, and logos are and shall be treated as the exclusive property of IBHS. PROFESSIONAL may be allowed by IBHS to use such property consistent with the FORTIFIED Home™ evaluation process and

the terms of this Agreement, but such use does not and shall not be deemed to create any right, title, or interest in PROFESSIONAL to the said property.

8. IBHS is the sole and exclusive owner of the FORTIFIED Home name, marks, and logo. Nothing in this Agreement shall constitute or be deemed to be a waiver of IBHS's sole and exclusive intellectual property interest, and IBHS will actively pursue any unauthorized use of the FORTIFIED Home name, marks, and logos. Upon the termination of this Agreement, PROFESSIONAL shall promptly return to IBHS any and all documents, forms, brochures, programs, or software provided or supplied by IBHS for the purposes of this Agreement, or which bear the FORTIFIED Home name, mark, or logo.
9. PROFESSIONAL will at all times act in good faith under this Agreement. In the event any dispute or conflict may arise between PROFESSIONAL and IBHS, a property owner, or an Evaluator, PROFESSIONAL will endeavor to resolve any such matter through mutual agreement, or if necessary, with the assistance of a neutral and disinterested mediator, at all times preserving the reputation and integrity of the FORTIFIED Home™ program.
10. PROFESSIONAL shall not represent, claim, construe, or imply that its participation in the FORTIFIED Home program constitutes IBHS approval, acceptance, or endorsement of anything. PROFESSIONAL's activities shall not constitute IBHS endorsement of the PROFESSIONAL, its services, or the homes on which a roof is installed.
11. At no time will PROFESSIONAL represent, suggest or imply that the designation of a house as a FORTIFIED Home is a warranty, guarantee, or assurance that the house is structurally sound or safe; constructed in accordance with applicable laws, regulations or codes; free of defects in materials, design, or construction; free of mold or mildew; free of volatile organic compounds or allergens; free of lead; free of asbestos; or free of soil gases, including radon.
12. PROFESSIONAL shall act in good faith to answer or resolve homeowner questions or complaints. PROFESSIONAL shall provide the FORTIFIED Home Administrator with any requested documentation regarding a home designated as a FORTIFIED Home (including, but not limited to, relevant product specification sheets, photographs, and compliance forms). If IBHS determines that a home has been improperly designated as a FORTIFIED Home, then PROFESSIONAL shall take necessary actions to resolve the identified issues in a timely manner.
13. Failure by PROFESSIONAL to comply with any of the terms of this Agreement can result in termination of this Agreement and any authorizations thereunder, including use of the FORTIFIED Home name, forms, and marks.
14. This Agreement shall be governed by and construed in accordance with the laws of the state of Florida.
15. This Agreement may be executed in counterparts, together constituting one and the same instrument. This Agreement constitutes the entire agreement between IBHS and PROFESSIONAL concerning the subjects expressly addressed herein, and may only be amended in a writing signed by the parties hereto.

INSURANCE INSTITUTE FOR BUSINESS & HOME SAFETY

By: _____
Fred Malik, Managing Director - FORTIFIED

Date: _____

[Print Company Name]

By: _____
[Signature] _____

[Print Signatory's Name and Title]

Date: _____