



Certified FORTIFIED Home™ Evaluator Agreement

Insurance Institute for Business & Home Safety and IBHS FORTIFIED Home™ Evaluator Agreement

This FORTIFIED Home Evaluator Agreement (“Agreement”) is entered into by the Insurance Institute for Business & Home Safety (“IBHS”) and **[Insert Evaluator Name]** (“EVALUATOR”) 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. IBHS endeavors to increase awareness of FORTIFIED Home™ as the trusted symbol for resilient homes.
3. IBHS provides duly qualified Evaluators with program updates, information, and resources via the FORTIFIED website, webinars, newsletters, e-mails, and presentations.
4. IBHS provides Evaluators with recognition for their participation in the program through vehicles such as the FORTIFIED Evaluator Directory.
5. IBHS provides qualified Evaluators 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.***
6. IBHS provides timely response to any requests for information or clarification on program policies.
7. 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 EVALUATOR’S proper or improper application of program guidelines.

EVALUATOR Acknowledgements and Recitals.

1. Evaluators provide services for property owners subject to the terms and conditions of the Agreement.
2. Evaluators must maintain the required certification in order to be a qualified Evaluator in the FORTIFIED Home™ Program.

- a. Evaluator certification, valid for three years, requires the following:
 - i. Successful completion of the FORTIFIED Wise™ Evaluator Training Course
 - ii. Passing grade (85 or higher) on the FORTIFIED Home™ Evaluator Certification Exam.
 - 1. Two attempts within 30 days of exam registration are allowed.
 - 2. If a passing grade of 85 or better is not achieved in two attempts, the evaluator 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 evaluator must wait six months before retaking the exam.
 - iii. Professional 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. 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.
 - iv. Minimum professional experience as outlined in the FORTIFIED Evaluator handbook and/or the FORTIFIED Evaluator Certification Application.
 - v. Evaluators are required to complete at least 18 total evaluations during the three-year certification period. Evaluators who do not reach this benchmark will be required to complete the FORTIFIED Wise™ Evaluator Training course before retaking the FORTIFIED Home™ Evaluator Certification Exam.
 - vi. To recertify for another three-year period, Evaluators must re-take the FORTIFIED Home™ Evaluator Certification Exam and pass with a score of 85 or better.
 - 1. Two attempts within 30 days of exam registration are allowed.
 - 2. If a passing grade of 85 or better is not achieved in two attempts, the evaluator 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 evaluator must wait six months before retaking the exam.
- 3. Evaluators provide third-party verification of homes where property owners have submitted a FORTIFIED Home™ evaluation application, completed required retrofits, and/or are seeking to have their homes re-designated.
- 4. Evaluators must submit all required checklists and documentation to the FORTIFIED Home™ Administrator via FORTIFIED evaluation software.

5. Evaluators 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. EVALUATOR may not perform evaluations or inspections on any home where they or their employer are:
 - a. A property owner who has a vested or financial interest in the home being evaluated for designation.
 - b. A trade contractor or supplier who has supplied materials or installed products or systems in the home being evaluated for designation
 - c. A sales agent for any home being designated.
2. EVALUATOR will inform IBHS if any potential conflicts of interest exist.

C. TERMS AND CONDITIONS OF AGREEMENT.

1. EVALUATOR warrants and represents that it has satisfied all requirements of Evaluator certification, and that it will maintain such certification at all times necessary to this Agreement and any extension thereof.
2. EVALUATOR warrants and represents that data, information, forms, and reports transmitted by EVALUATOR to IBHS in the regular course of the FORTIFIED Home™ evaluation process shall be true and accurate. EVALUATOR 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 EVALUATOR.
3. Pursuant to the terms of this Agreement EVALUATOR shall be authorized to submit information and documentation, in the form required by IBHS, to the FORTIFIED Home™ program on behalf of property owners. EVALUATOR 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 EVALUATOR, nor shall this Agreement be interpreted or implied to create such a contract. EVALUATOR 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, EVALUATOR shall not be entitled to compensation from IBHS and shall not submit claims for compensation in any form to IBHS.

4. This Agreement is voluntary and may be terminated at any time by IBHS or EVALUATOR 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 EVALUATOR is detrimental in any way to the interests of IBHS.
5. All data, information, forms, and reports transmitted by 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. EVALUATOR 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 EVALUATOR to the said property.
6. 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, EVALUATOR 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.
7. EVALUATOR shall not disclose to any third party any data, statistics, specifications, or other information of a confidential nature obtained through evaluation of homes during the FORTIFIED Home evaluation process, except for such information, if any, that is a matter of public record. To the extent applicable, EVALUATOR shall comply with all federal, state, or local laws governing data security and breach notification.
8. EVALUATOR will at all times act in good faith under this Agreement, and in the event any dispute or conflict may arise between EVALUATOR and IBHS, a property owner, or another Evaluator, EVALUATOR 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.
9. EVALUATOR shall not represent, claim, construe, or imply that its participation in the FORTIFIED Home™ program constitutes IBHS approval, acceptance, or endorsement of anything other than EVALUATOR's collection and submission of information to the FORTIFIED Home™ program. EVALUATOR's activities shall not constitute IBHS endorsement of the EVALUATOR, its services, or the homes on which information is collected and submitted.
10. At no time will EVALUATOR 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; or free of soil gases, including radon.
11. EVALUATOR shall act in good faith to answer or resolve homeowner questions or complaints about the verification of FORTIFIED Home™ designated properties. EVALUATOR shall provide the FORTIFIED Home™ Administrator with any requested documentation regarding a home designated as a FORTIFIED Home™ (including, but not

limited to, relevant inspection checklists, product specification sheets, photographs, and compliance forms). If IBHS determines that a home has been improperly designated as a FORTIFIED Home, then EVALUATOR shall take necessary actions to resolve the identified issues in a timely manner.

12. Failure by EVALUATOR 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.
13. EVALUATOR 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 EVALUATOR in relation to this Agreement.
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 EVALUATOR 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, FORTIFIED Program Manager

Date: _____

[Print Company Name]

By: _____
[Signature]

[Print Signatory's Name and Title]

Date: _____