

**CERTIFIED FORTIFIED  
EVALUATOR  
HANDBOOK**



**2023**



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## **FORTIFIED Home™**

IBHS spent decades studying the damage caused by hurricanes, tornados, and other severe weather events, and has identified common weaknesses in typically built homes. The organization then spent years finding the best solutions by testing them in the only full-scale research center in the world and used them as the foundation of the FORTIFIED program. Now, you can help your customers have peace of mind, when the next storm comes, by putting that science into action.

The independent verification of FORTIFIED requirements is one of the three pillars of the FORTIFIED program. When combined with the FORTIFIED standard, itself, and the IBHS audit of documentation provided, it offers homeowners confidence that their home offers increased protection from severe weather. This essential service, provided exclusively by Certified FORTIFIED Home™ Evaluators, ensures consistent compliance to the FORTIFIED standard across the country.

## **Program Objectives**

***All families deserve a home they can return to after a storm.***

With that guiding principle, the FORTIFIED program aims to meet the following objectives:

- Reduce risks facing homeowners by making new and existing homes more resistant to damage from hurricanes, tropical storms, hailstorms, high winds and wind-driven rain associated with thunderstorms.
- Make best-practice engineering and building standards available to anyone seeking to strengthen new and existing residential structures.
- Show recognizable benefits to the building industry, insurance industry, code jurisdictions, consumers, and other interested parties.
- Provide a uniform, voluntary, superior set of standards to upgrade a home and help improve its resilience by adding system-specific upgrades to minimum code requirements.
- Ensure that essential inspection and documentation services are provided to contractors and homeowners seeking a FORTIFIED designation.

## **FORTIFIED Home™ Evaluators**

Certified FORTIFIED Home™ Evaluators provide third-party verification of FORTIFIED requirements on homes where property owners or contractors have requested or have submitted a FORTIFIED Home™ evaluation application, completed required construction or retrofits, and/or are seeking to have their homes re-designated. Much like code inspectors, they ensure contractors have completed key requirements of the construction standard and that compliant materials were used on each project. This documentation gives both homeowners and insurers confidence that a home meets the FORTIFIED standard.

Evaluators are certified by IBHS after completing the comprehensive training program, passing the certification exam, and meeting stringent professional requirements. Evaluator candidates are required to meet the minimum experience performing home inspections, residential construction or design services, or residential code inspection services prior to participation in the training. Specific criteria are outlined on the **FORTIFIED Home™ Evaluator Application** (Appendix A) and detailed in this handbook under **Evaluator Qualifications**.

Individuals who do not meet the minimum experience requirements for certification or who do not wish to be certified may audit the training course, as there are no experience or educational pre-requisites required for those who audit the training.

All Certified FORTIFIED Home™ Evaluators are required to provide proof of other minimum qualifications, including professional insurance and licensing. These qualifications are also detailed in the pages that follow. In addition, Certified FORTIFIED Home™ Evaluators must sign the **FORTIFIED Home™ EVALUATOR AGREEMENT** (Appendix B).

# Evaluator Training

The FORTIFIED Wise Evaluator training course covers the technical requirements of the FORTIFIED Home program and is designed to ensure that FORTIFIED projects are consistent, accurate, and technically rigorous throughout the country. Training is available to individuals seeking to become certified FORTIFIED evaluators, as well as to those individuals who wish to increase their own knowledge of the program. However, to qualify for certification, training must be through [FORTIFIED Wise University's online program](#) or presented in-person by an approved IBHS instructor.

## Evaluator Training Objectives

- Provide a comprehensive understanding of the FORTIFIED Home™ standards, requirements and designation process.
- Ensure that attendees understand the roles and responsibilities of a Certified FORTIFIED Home™ Evaluator.
- Provide Guidance on proper documentation of the FORTIFIED requirements for submittal to IBHS.
- Empower attendees to be advocates for FORTIFIED and IBHS; guides to homeowners, contractors and roofers; and verifiers who ensure that homes meet the program requirements.

## Evaluator Certification

Certification candidates must meet specific professional experience requirements (detailed below), must maintain minimum levels of insurance and must demonstrate knowledge of the training materials by passing the Certification Exam. Once documentation of the required qualifications has been received, the candidate will receive a Certified FORTIFIED Home™ Evaluator certificate. Certified Evaluators may be listed in the online FORTIFIED directory only after execution of the Evaluator's Agreement (Appendix B) and providing other required documents.

Certified FORTIFIED Home™ Evaluators are not the partner, employee, agent, representative, or servant of IBHS. Certification does not create a contract of employment between IBHS and Certified FORTIFIED Home™ Evaluators. The activities undertaken in connection with the FORTIFIED Home program™ are not services intended to confer a benefit to IBHS, and Certified FORTIFIED Home™ Evaluators are not entitled to compensation from IBHS and are not permitted to submit claims for compensation, in any form, to IBHS.

## Certified Evaluator Qualifications

To become a Certified FORTIFIED Home™ Evaluator, candidates must meet one of the following professional experience requirements:

- A certified, licensed, or registered general contractor, residential contractor/builder, or building contractor
  - Minimum of five years' experience
- An unlicensed residential or general contractor
  - Minimum of five years in a supervisory capacity (team leader, project manager, or supervisor)
- A registered, certified, or licensed architect or engineer
  - Minimum of five years' experience
- An ICC-certified building code official
  - Minimum of five years' experience
- An ICC-certified residential code inspector
  - Minimum of three years' experience and 250 verifiable home inspections
- Certified, licensed, or registered home inspector
  - Minimum of three years' experience and 250 verifiable home inspections
- Others
  - Minimum one-year experience working for a Certified FORTIFIED Home™ Evaluator who has completed a minimum of 100 designations.

To ensure their ability to successfully process required documentation, Certified FORTIFIED Home™ Evaluators are also required to possess the following minimum computer skills:

- Proficiency in Microsoft Office 2010 or newer version, and a working knowledge of Word and Excel
- Ability to scan and email a copy of a signed form
- Capable of sending a photo attachment using email
- The ability to navigate the Internet using common browsers

## **Insurance Requirements**

Certified Evaluators must have and maintain professional insurance with coverage of the greater of the amount required by professional licenses or the following:

- General Liability - \$1,000,000
- Automobile Liability - \$500,000
- Workers Compensation – as required by law
- Employer's Liability - \$500, 000 (usually part of Workers Comp policy)
- Professional Liability - \$500,000 (strongly recommended)

Proof of insurance documentation must be updated annually in order to maintain active evaluator status and to be able to access the evaluation submission software. If the required insurance information is not updated each year as requested, certification will be suspended until the requirement is completed.

## **Certification Exam**

Certification candidates will take an online assessment examination. Candidates will have two hours in which to complete the examination and must pass with a score of 85 or better. Two attempts are permitted within 30 days of exam registration.

### **Failing the Exam**

Candidates who fail to pass after the two attempts provided but desire to continue with the certification process are required to re-take the FORTIFIED Wise™ Evaluator training class and the final examination. He/she must pay all appropriate fees.

If after retaking the class and retaking the exam, a candidate still does not pass, he/she must wait six months before retaking the course and attempting the exam again. He/she must again pay all appropriate fees.

## **Recertification**

**FORTIFIED Home™ Evaluator certification is valid for a period of three years.**

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 and pay all appropriate fees.

Certified Evaluators who have met the minimum evaluation requirements and wish to recertify, will be required to retake and pass the certification examination, and pay all appropriate fees.

Evaluators who retake and pass the exam and who continue to satisfy all other requirements of the program will be recertified and receive an updated Certified FORTIFIED Home™ Evaluator certificate which includes their new renewal date.

If a passing grade of 85 or better is not achieved, the evaluator must retake the training course, retake the exam and pay all appropriate fees. If a passing grade of 85 or better is still not achieved, the evaluator must wait six months before retaking the exam and must again pay all appropriate fees.

Evaluators who do not complete recertification by the renewal date will be decertified and deemed “inactive”. Inactive Evaluators will be removed from the online directory and will not be able to submit or access evaluations.



## **Evaluator Responsibilities**

Upon successfully completing the required training and certification exam, you will be required to:

- Submit documentation of your insurance coverage and update these documents annually.
- Sign the FORTIFIED Evaluator Agreement. The Agreement must be fully executed by the evaluator and IBHS prior to being listed as a Certified FORTIFIED Home™ Evaluator, before advertising as Certified FORTIFIED Home™ Evaluator; and before conducting any FORTIFIED evaluations or inspections.
- Maintain appropriate records and agree to be audited by IBHS or their designee.
- Maintain an appropriate knowledge base of the FORTIFIED Homes™ program requirements by completing any additional training required by the program.

## **Conflicts of Interest**

Certified FORTIFIED Home™ Evaluators may not have a financial interest in any project for which they provide evaluation services.

- They cannot be the property owner who has built or has a financial interest in any home they inspect for designation purposes.
- They cannot be a contractor or supplier of any materials and/or products or systems installed in any home that they inspect for designation purposes.
- They cannot be a sales agent for any home being designated.

Certified FORTIFIED Home™ Evaluators have a duty to inform IBHS if any potential conflicts of interest exist.

## Logo and Marks

Projects and companies participating in the FORTIFIED Home™ program are encouraged to use the FORTIFIED marks in promotional materials in compliance with [usage guidelines](#). IBHS seeks to have the marks widely used to promote the FORTIFIED programs with the understanding that derivative versions of the mark are generally prohibited, as they may create confusion among consumers regarding the benefits of FORTIFIED.

### Trademark

The FORTIFIED marks or their likeness may not be used as a company mark or for any other commercial purpose. They are a trademark of the Insurance Institute for Business & Home Safety, which is responsible for defending against any damaging or confusing uses.

### Guidelines

Organizations using the FORTIFIED marks must abide by the following general guidelines:

- The FORTIFIED Home™ mark may not be used in any other company name, product name, service name, domain name or website title.
- The marks may never be associated with homes or buildings that do not have a FORTIFIED Home™ designation.
- A license agreement must be obtained from IBHS if your business or organization advertises that materials, products or services are consistent with the FORTIFIED Home™ program.
- The trademark symbol ™ must be used the first time the words “FORTIFIED Home™” appear in material.

### FORTIFIED Home™ Review Policy

- Advertisements where the designation mark is placed next to qualified homes do not need to be approved.
- IBHS must approve any major educational or promotional campaigns that feature the FORTIFIED mark prior to final production or printing. The submitted materials will be reviewed for consistency with these guidelines.

## **Mark Violations**

IBHS actively monitors proper use of the FORTIFIED Home™ mark and is prepared to take action as appropriate.

IBHS must approve in writing any promotional campaigns (including yard signage) that feature the FORTIFIED mark where the mark will be used in reference to a home, group of homes or set of design documents that a FORTIFIED Home™ designation prior to final production or printing.

## **Appendix A**

# **CERTIFIED FORTIFIED Home™ EVALUATOR APPLICATION**



## FORTIFIED EVALUATOR CERTIFICATION APPLICATION MINIMUM QUALIFICATIONS & DOCUMENTATION REQUIREMENTS

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Applicant Name: \_\_\_\_\_

Applicant Phone: \_\_\_\_\_ Applicant email: \_\_\_\_\_

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### ***PLEASE CHECK EACH REQUIRED QUALIFICATION YOU MEET***

#### **Computer Skills** (All skills required)

- Proficiency in Microsoft Office 2010 or newer version, and a working knowledge of Word and Excel
- Ability to scan and email a copy of a signed form
- Capable of sending a photo attachment using email
- The ability to navigate the Internet using common browsers

#### **Experience Requirements** (Must meet one of these requirements to be eligible for certification upon successful completion of course and exam)

- A certified, licensed, or registered general contractor, residential contractor/builder, or building contractor
  - Minimum of five years' experience
  - Submit a copy of your active professional license or registration
- An unlicensed residential or general contractor
  - Minimum of five years in a supervisory capacity (team leader, project manager, or supervisor)
  - Submit a resume or a letter from a supervisor stating the details of your experience
- A registered, certified, or licensed architect or engineer
  - Minimum of five years' experience
  - Submit a copy of your active professional license or registration
- An ICC-certified building code official
  - Minimum of five years' experience
  - Submit a copy of your ICC certification documents
- An ICC-certified residential code inspector
  - Minimum of three years' experience and 250 verifiable home inspections for certified evaluator
  - Submit a copy of your ICC certification documents

- Certified, licensed, or registered home inspector
  - Minimum of three years' experience and 250 verifiable home inspections for certified evaluator.
  - Submit a copy of your active professional license or registration
  - Also include proof of home inspector association membership if applicable, e.g. ASHI, InterNACHI, NAHI or NAHI CRI.
- Others
  - Minimum one-year experience in residential construction or design
  - Minimum one-year experience working for a certified FORTIFIED Evaluator who has completed a minimum of 100 designations.
  - Submit a resume or a letter from a supervisor stating the details of experience your experience

*When submitting a professional resume for consideration, resume must include relevant education and work experience with dates of employment.*

*If letters are being sent in lieu of resume, they must:*

- *Be written and signed by a supervisor or project manager and include his/her title and relationship to the applicant*
- *Be written on company letterhead*
- *Explain how the applicant's position or company relates to home inspection, property hazard mitigation or the home building industry*
- *Include dates of employment and position held by the applicant*
- *Describe specific responsibilities*

**Insurance Requirements – documentation required after training and passing the examination:**

- Proof of insurance coverage meeting the licensing requirements for professional licenses
- Minimum coverage if other than required by professional licenses:
  - General Liability - \$1,000,000
  - Automobile Liability - \$500,000
  - Workers Compensation – as required by law
  - Employer's Liability - \$500, 000 (usually part of Workers Comp policy)
  - Professional Liability - \$500,000 (strongly recommended)

Applicant's Signature \_\_\_\_\_ Date: \_\_\_\_\_  
 Applicant's Printed Name \_\_\_\_\_

**Appendix B**

**CERTIFIED FORTIFIED Home™  
EVALUATOR AGREEMENT**



# 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: \_\_\_\_\_

**[INSERT EVALUATOR NAME]**

By: \_\_\_\_\_  
**[Insert Signatory's Name and Title]**

Date: \_\_\_\_\_