CONTRACT FOR INSPECTION SERVICES

This Contract for Inspection Services ("Contract") is entered into as of _____ ___, 20___ by and between _____, the undersigned inspector ("Inspector"), and the **INDIANA HOUSING AND COMMUNITY DEVELOPMENT AUTHORITY,** a public body corporate and politic of the State of Indiana ("IHCDA").

WITNESSETH:

WHEREAS, IHCDA has been designated to receive, administer, and disburse funds under the HOME Investment Partnerships ("HOME") Program and pursuant to the Cranston-Gonzales National Affordable Housing Act, 42 U.S.C. § 12701 et seq., regulations found at 24 CFR Part 92 with funds from the United States Department of Housing and Urban Development ("HUD");
WHEREAS, IHCDA has allocated HOME funds to single family homes ("HOME Assisted Units") located throughout the State of Indiana, as a part of its First Home/Plus Program (the "Program");
WHEREAS, Home Assisted Units must be inspected by qualified personnel to ensure that all HOME Assisted Units meet the applicable State and local housing quality standards, codes, and the requirements set forth in 24 CFR 92.251 (the "Property Standards");
WHEREAS, Inspector was issued a license (the "License") as a Home Inspector by the Home Inspector Licensing Board for the State of Indiana;
WHEREAS, Inspector has experience and expertise in inspecting homes in accordance with the Property Standards; and
WHEREAS, IHCDA desires to engage the services of Inspector and Inspector desires to render and perform such services as set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. **Incorporation of Recitals**. The foregoing recitals are hereby incorporated into this Contract and made a part hereof as though set forth herein verbatim.

2. **Inspector Obligations.** Inspector's responsibilities under this Contract shall include, but shall not be limited to, the following (collectively, the "Services"):

    a) Coordinating and setting up inspections as requested by IHCDA;
    b) Inspecting the grounds, exterior, and interior of the HOME Assisted Units assigned to Inspector by IHCDA to ensure that such units comply with the Property Standards;
    c) Utilizing and completing form HUD-52580-A as its inspection form;
    d) Providing a copy of its certificate of completion for HUD's Lead Based Paint Visual Assessment Training Course to the Participating Lender prior to completing any inspection assigned to it;
    e) Conducting a visual assessment of all painted surfaces located in the Home Assisted Units assigned to Inspector by Participating Lenders to identify deteriorated surfaces as set forth in the Residential Lead-Based Paint Hazard Reduction Act of 1992; and
    f) Conducting inspections within a reasonable amount of time as to complete each inspection within ten (10) days after it is assigned to Inspector;
    g) Submitting a completed copy of form HUD-52580-A to those lenders participating in the Program (the "Participating Lenders").

3. **Payment.** Inspector shall be responsible for any and all expenses incurred in rendering the Services under this Contract and shall be reimbursed by IHCDA for performing the Services in accordance with this Contract. Inspector shall be paid in accordance with its fee schedule attached hereto as **Exhibit A** and fully incorporated herein. **If Inspector fails to attach its fee schedule to this Contract, it shall be paid at an amount not to exceed Two Hundred Fifty and 00/100 Dollars ($250.00) per inspection. In addition, Inspector must complete the direct deposit form attached hereto as Exhibit B and fully incorporated herein.**

4. **Invoices.** After the Services have been rendered, Inspector shall submit a copy of its invoice to IHCDA.

5. **Condition of Payment.** All Services must be performed to the reasonable satisfaction of IHCDA, as determined at the discretion of the undersigned IHCDA representative and in accordance with all applicable federal, state, and local laws, rules and regulations. IHCDA shall not be required to pay for work found to be unsatisfactory, inconsistent with this Contract or performed in violation of any federal, state or local statute,

ordinance, rule or regulation.

6. **Term.** Unless sooner terminated as provided herein, the term of this Contract shall commence as of the date hereof and expire on **December 31, 2012**.

7. **Termination**. This Contract may be terminated at any time, by either party, with or without cause, upon thirty (30) days written notice. IHCDA may terminate this Contract immediately if Inspector breaches any provision contained herein or commits fraud. Written notice of such termination must be sent to the other party by certified mail, return receipt requested, postage prepaid. Upon the mailing of such notice of termination, no new or additional liabilities shall be incurred without the prior written approval of IHCDA.

8. **Funding Cancellation.** When the Executive Director of IHCDA makes a written determination that funds are not appropriated or otherwise available to support continuation of performance of this Contract, this Contract shall be canceled. A determination by the Executive Director that funds are not available shall be final and conclusive.

9. **Maintenance of Records.** Inspector shall maintain all books, documents, papers, accounting records, and other evidence pertaining to the Services conducted pursuant to this Contract and the cost of the Services. It shall make such materials available at their respective offices at all reasonable times during the term of this contract, and for five (5) years from the date of final payment under this Contract, for inspection by IHCDA or its authorized designees. Upon request, copies shall be furnished at no cost to IHCDA. The obligations set forth in this section shall survive the termination or expiration of this Contract.

10. **Audits.** Inspector shall cooperate and shall make itself reasonably available during the course of any review, audit, or inspection conducted by IHCDA, the State of Indiana, or HUD (or any affiliate of any of the foregoing) of any Home Assisted Units inspected by Inspector pursuant to this Contract. The obligations set forth in this section shall survive the termination or expiration of this Contract.

11. **Change in Status of License**. Inspector shall notify IHCDA if at any time during the term of this Contract, its License is revoked, suspended or expires. Inspector agrees that it shall not perform any of the Services under this Contract if its License is not in good standing.

12. **Indemnification.** Inspector agrees to indemnify, defend, and hold harmless IHCDA, its agents, officials, and employees from all claims and suits including court costs, attorney's fees, and other expenses caused by any act or omission of Inspector and/or its subcontractors, if any, in the performance of this Contract. IHCDA shall **not** provide such indemnification to Inspector. The obligations set forth in this section shall survive the termination or expiration of this Contract.

13. **Independent Contractor.** Both parties hereto, in the performance of this Contract, shall act in an individual capacity and not as agents, employees, partners, joint venturers or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purposes whatsoever. Except as provided in **Section 12**, neither party will assume liability for any injury (including death) to any persons, or damage to any property, arising out of the acts or omissions of the agents, employees or subcontractors of the other party. Inspector shall be responsible for providing all necessary unemployment and workers' compensation insurance for Inspector's employees.

14. **Debarment and Suspension.** Inspector certifies, by entering into this Contract, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from entering into this Contract by any Federal or State department or agency. The term "principal" for purposes of this Contract is defined as an officer, director, owner, partner, key employee, or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of Inspector.

15. **Compliance with Laws.**

    A. Inspector shall comply with all applicable federal, state and local laws, rules, regulations and ordinances, and all provisions required thereby to be included herein are hereby incorporated by reference.

    B. Inspector and its agents shall abide by all ethical requirements that apply to persons who have a business relationship with the State as set forth in I.C. § 4-2-6 *et seq*., I.C. § 4-2-7, *et. seq*., the

regulations promulgated thereunder, and Executive Order 04-08, dated April 27, 2004. If Inspector is not familiar with these ethical requirements, Inspector should refer any questions to the Indiana State Ethics Commission, or visit the Indiana State Ethics Commission website at http://www.in.gov/ethics/. If Inspector or its agents violate any applicable ethical standards, the IHCDA may, in its sole discretion, terminate this Contract immediately upon notice to Inspector. In addition, Inspector may be subject to penalties under I.C. §§ 4-2-6, 4-2-7, 35-44-1-3, and under any other applicable laws.

C. Inspector certifies by entering into this Contract that neither it nor its principal(s) is presently in arrears in payment of taxes, permit fees or other statutory, regulatory or judicially required payments to the State.

D. Inspector warrants that it has no current, pending or outstanding criminal, civil, or enforcement actions initiated by the State, and agrees that it will immediately notify IHCDA of any such actions. During the term of such actions, Inspector agrees that IHCDA may delay, withhold, or deny work under any supplement, amendment, change order or other contractual device issued pursuant to this Contract.

E. If a valid dispute exists as to Inspector's liability or guilt in any action initiated by the State or its agencies, and IHCDA decides to delay, withhold, or deny work to Inspector, Inspector may request that it be allowed to continue, or receive work, without delay. IHCDA will consider any extenuating circumstances presented in Inspector's request and may, in its sole discretion, decide to allow Inspector to continue or receive work.

F. Inspector warrants that Inspector, its employees, agents, and subcontractors, if any, shall obtain and maintain all required certifications, permits, licenses, registrations and approvals, and shall comply with all health, safety, and environmental statutes, rules, or regulations in the performance of work activities for IHCDA. Failure to do so may be deemed a material breach of this Contract and grounds for immediate termination and denial of further work with IHCDA.

G. Inspector affirms that, if it is an entity described in I.C. Title 23, it is properly registered and owes no outstanding reports to the Indiana Secretary of State.

H. As required by I.C. 5-22-3-7:

1. Inspector and any principals of Inspector certify that (A) Inspector, except for de minimis and nonsystematic violations, has not violated the terms of (i) I.C. 24-4.7 [Telephone Solicitation Of Consumers], (ii) I.C. 24-5-12 [Telephone Solicitations] , or (iii) I.C. 24-5-14 [Regulation of Automatic Dialing Machines] in the previous three hundred sixty-five (365) days, even if I.C. 24-4.7 is preempted by federal law; and (B) Inspector will not violate the terms of I.C. 24-4.7 for the duration of the Contract, even if I.C. 24-4.7 is preempted by federal law.

2. Inspector and any principals of Inspector certify that an affiliate or principal of Inspector and any agent acting on behalf of Inspector or on behalf of an affiliate or principal of Inspector (A) except for de minimis and nonsystematic violations, has not violated the terms of I.C. 24-4.7 in the previous three hundred sixty-five (365) days, even if I.C. 24-4.7 is preempted by federal law; and (B) will not violate the terms of I.C. 24-4.7 for the duration of the Contract, even if I.C. 24-4.7 is preempted by federal law.

16. **Renewals.** This Contract may be renewed under the same terms and conditions, subject to approval of IHCDA, and in compliance with Ind. Code § 5-22-17-4. The term of the renewed Contract may not be longer than the term of the original Contract.

17. **Successors.** This Contract shall be binding upon and shall enure to the benefit of the parties hereto and their respective successors and assigns; provided, however, Inspector shall not be entitled to assign this Contract or any of its rights or obligations hereunder and shall not be entitled to subcontract any of the work to be performed by Inspector under this Contract without the prior written consent of IHCDA, which consent shall be withheld at IHCDA's sole discretion. This Contract may be terminated immediately by IHCDA should Inspector attempt to assign or transfer this Contract.

18. **Severability.** The terms and provisions of this Contract shall be deemed severable, and if any term or

provision if this Contract or the application thereto to any person or circumstance shall be invalid or unenforceable, the remainder of this Contract shall nevertheless be valid and enforced to the fullest extent by law in a manner so as to effectuate the intent of the parties hereto.

19. **Governing Law.** The terms and provisions of this Contract shall be governed by and interpreted under the laws of the State of Indiana and any and all disputes hereunder shall be litigated in courts located in Marion County in the State of Indiana.

20. **Complete Agreement.** This Contract sets forth the entire and final agreement and understanding of the undersigned parties. Any and all prior agreements, understandings or undertakings, whether written or oral with respect to this Contract, are hereby superseded and replaced by this Contract. This Contract may not be modified or amended except by a written instrument executed by all parties.

21. **Authority.** The parties represent and warrant to each the other, that each has all necessary authority to enter into this Contract, and to engage in all acts necessary to the consummation of this Contract. The parties further represent and warrant, to each other, that the signatories hereto have been duly authorized by their respective party and that this Contract, when executed, shall be the valid and binding act of the party for whom he signed enforceable according to its terms.

22. **Notice.** Whenever notice is permitted or required under this Contract, it shall be sent to the address listed below and deemed received three (3) business days after deposited in the U.S. Mail:

IHCDA:	**Company Name and Address:**
Please Mail the Originals To: **IHCDA** **ATTN: Single Family Dept** **30 S Meridian St, Suite 1000** **Indianapolis, IN 46204**	_____ _____ _____ _____

IN WITNESS WHEREOF, the parties have executed this Contract as of the date first written above.

INDIANA HOUSING AND COMMUNITY DEVELOPMENT AUTHORITY a public body corporate and politic of the State of Indiana, as administrator of HOME Program By:

_____
Kim Harris, Single Family Manager

INSPECTOR

X _____

Name: _____
Phone: _____
Email: _____

List of counties Inspector will service
_____
_____
_____
License #_____

EXHIBIT A
INSPECTOR'S FEE SCHEDULE

Professional Services Contract ACH Authorization Form

A voided check may be attached to this form.

_____

(Name) (Title)

_____

(Address)

Funds Information

N/A

_____

(Contract Number with IHCDA)

_____

(Name of Financial Institution)

_____

(Address of Financial Institution)

Checking or Savings(Circle the Account Type)

Financial Institution Routing Number: _____

Checking/Savings Account Number: _____

These numbers are located on the bottom of your check as follows:

⑆ 123456789 ⑆ 1234567890123 ⑈

Routing Number Account Number

I hereby authorize the Indiana Housing and Community Development Authority ("IHCDA") to initiate entries to _____'schecking/savings accounts at the financial institution listed above, and, if necessary, initiate adjustments for any transactions credited/debited in error. This authority will remain in effect until IHCDA is notified by an authorized individual in writing to cancel it in such time as to afford IHCDA and the financial institution a reasonable opportunity to act on it. In addition, I certify that I have full authority to execute this authorization and grant the rights to IHCDA contained herein.

_____

(Signature) (Date)