



**Contractor/Inspector Participation Agreement
SC Safe Home Grant Program**

Preamble

This Participation Agreement is entered between the South Carolina Department of Insurance, SC Safe Home Grant Program (Department) and (hereinafter “Contractor/Inspector” or “Participating Contractor” and “Inspector” or “Participating Inspector.”)

The Contractor/Inspector has completed the necessary coursework and holds the appropriate licenses and registrations as required by the South Carolina Department of Labor, Licensing and Regulation. The Contractor/Inspector hereby agrees that the procedures set forth in this Participation Agreement will apply to all work undertaken by the Contractor/Inspector under the SC Safe Home Grant Program.

Process

Participating Contractor/Inspectors are not required to bid on any jobs in this Program. However, where the Participating Contractor does desire to submit a bid, Participating Contractor/Inspectors shall first obtain and review the Inspection Report from the Homeowner, which specifies the recommended improvements.

Once a Homeowner receives an award letter from the SC Safe Home Program, the Homeowner selects the Contractor/Inspector of his/her choice and enters into an agreement with the Contractor/Inspector for the improvements outlined in the award letter.

Upon completion of all retrofit work under a SC Safe Home grant, the Homeowner will work with the Contractor/Inspector to complete the Contractor/Inspector Reimbursement Request Form and submit it to the Department for processing. The Department will review the Contractor/Inspector Reimbursement Request form and if it is in order a grant payment will be made to the Contractor/Inspector. The Department reserves the right to conduct inspections of the work prior to making payment of grant money, and will not make payment for work that does not meet applicable standards. The Department will make only one payment of grant funds per grant and only upon completion of all work under the grant; no progress or other interim payments will be made. The Department will make no payments for partially completed items of work under a grant.

Licenses and Permits

Participating Contractor/Inspector understands that Participating Contractor/Inspectors are not in any way released or exempted from the usual limitations as to the scope of work they may contract or perform under their Contractor/Inspector license(s) or registrations. Participating Contractor/Inspector agrees to contract and perform only such work in the Program as is properly within the scope of Participating Contractor/Inspector's existing contracting license or registration number provided by the SC Department of Labor, Licensing and Regulation.

Participating Contractor/Inspector understands that work done under the SC Safe Home Grant Program is subject to all local building department permit and inspection requirements. Participating Contractor/Inspector will comply with all applicable building department permit and inspection requirements as well as those applicable SC Safe Home guidelines.

If Participating Contractor/Inspector subcontracts any retrofit work under a grant, the work may only be subcontracted to another Participating Contractor/Inspector.

Standards Applicable to the Contracting Work

1) All contracting work done and products and materials used or installed under this Program will comply with the Notice of Grant Award, and the:

a) "Blueprint for Safety, Contractor/Inspectors Field Manual", Volume III, South Carolina edition, (hereinafter the "Field Manual"), published by the Federal Alliance for Safe Homes (FLASH), 1427 East Piedmont Drive, Tallahassee, Florida. The Field Manual is provided to all course participants. Please contact FLASH if additional copies are needed. Compliance with the Training Manual is mandatory, including specifications and recommendations therein as to products, materials and techniques used in retrofit work; and

b) The 2003 South Carolina Building Code. Where the Training Manual is more stringent in its requirements than the applicable building code requirements, the Field Manual shall control and be complied with.

2) Participating Contractor/Inspector will upon request of the Department reasonably cooperate and assist the Department in assuring that all work done and products and materials installed or used, are in compliance with all applicable building codes and the Field Manual.

Termination and Modification

1) Either party to this Participation Agreement may prospectively terminate this Participation Agreement for any reason at any time, upon written notice delivered by certified U.S. postal mail, return receipt requested, to the other party. However, the rights and obligations of the Participating Contractor/Inspector and the Department under this contract, as to work already performed, shall continue

to be governed by the terms of this Participation Agreement, notwithstanding termination of the Participating Agreement.

- 2) This Participation Agreement may be modified at any time by mutual consent of the parties. If notice of a prospective modification is sent to the Participating Contractor/Inspector by the Department at any address supplied to the Department by the Participating Contractor/Inspector, the Participating Contractor/Inspector will be deemed to have consented to the modification unless within 20 days of such notice being sent the Department receives from the Participating Contractor/Inspector written notice, delivered by certified U.S. postal mail, return receipt requested, to the Department at the SC Safe Home Program, PO Box 100105, Columbia SC 29202-3105, that the Contractor/Inspector desires to terminate their status as a Participating Contractor/Inspector in the Program. No consent by the Department to modification of this Participation Agreement shall be effective unless the consent be in writing signed by the Department's duly authorized representative.

Miscellaneous Matters

Participating Contractor/Inspector understands that Participating Contractor/Inspector is not guaranteed any amount of work under the Program.

Participating Contractor/Inspector will comply with all applicable workers compensation insurance laws and rules.

Participating Contractor/Inspector is not an agent or employee of the Department or the State of South Carolina. Participating Contractor/Inspector shall not look to the Department or the State of South Carolina for defense, assistance or payment of judgment in connection with any action against the Participating Contractor/Inspector by Homeowners or others in regards to work undertaken or performed by Participating Contractor/Inspector in the Program. Neither the Department nor the State of South Carolina will be responsible for any negligence or misconduct by Participating Contractor/Inspector, or for any financial or other obligations of Participating Contractor/Inspector.

Participating Contractor/Inspector represents to the Department that all answers and information provided are true and correct.

Participating Contractor/Inspector may not at any time state or imply in its advertising or sales solicitation materials or in other marketing materials or activities, or on its website, that the Department or the State of South Carolina endorses or recommends Participating Contractor/Inspector or stands behind Participating Contractor/Inspector's work. Participating Contractor/Inspector may in its marketing materials and sales solicitations and on its website state that Participating Contractor/Inspector is a "participating Contractor/Inspector with the SC Safe Home Grant Program," by those or substantially similar words. Participating Contractor/Inspector may not use the Department's SC Safe

Home logo. Upon ceasing to be a Participating Contractor/Inspector, the Participating Contractor/Inspector shall thereafter not directly or indirectly make reference to its prior status as a Participating Contractor/Inspector, in its advertising or sales solicitations or in other marketing materials or activities or on its website.

Participating Contractor/Inspector will not charge any additional fees or “filing fee” charges. Participating Contractor/Inspector will not submit information on behalf of the Homeowner under any circumstances.

Contractor/Inspector’s Signature

Name of Company

Contact Information

Date