

New Adjuster / Inspector Registration Packet

Thank you for your time. Please sign and complete in a timely manner.

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| 2. Independent Contractor Inquiry Release | Page 2 |
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| 7. Current Professional Photo – Please
send as a separate attachment with the
return of this document. | |

3131 St Johns Bluff Rd S.
Jacksonville, FL 32246

www.InspectionDepot.com

[888-589-2112](tel:888-589-2112)



Request for Taxpayer Identification Number and Certification

**Give Form to the
 requester. Do not
 send to the IRS.**

Print or type See Specific Instructions on page 2.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification; check only one of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. <input type="checkbox"/> Other (see instructions) ▶ _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
	5 Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	6 City, state, and ZIP code	
	7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number									
				-			-		
or									
Employer identification number									
				-					

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here	Signature of U.S. person ▶	Date ▶
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

INDEPENDENT CONTRACTOR INQUIRY RELEASE

In conjunction with my continued employment including contract services with you, I understand that you may hire Selection.com to obtain Consumer Reports about me as defined in the Fair Credit Reporting Act FCRA. These Consumer Reports may include Information concerning my credit worthiness, credit standing, credit capacity, character, academic background, credentials, work habits, work performance, work experience, reasons for work termination, general reputation, personal characteristics or mode of living. You also may seek information concerning my employment history, workers compensation history, motor vehicle record, education background, civil litigation history and/or criminal record.

I understand that you may rely on any or all of the above referenced information in determining my continued eligibility for employment. If you contemplate making an adverse employment-related decision that will affect me based, in whole or in part, upon a Consumer Report obtained from Selection.com, I will be provided with a copy of the Consumer Report and a written summary of my Consumer Rights under the FCRA before you finalize that decision.

I have read the above disclosure and I hereby authorize you, Selection.com or its authorized agents to obtain the above referenced information about me. I also authorize all agencies, bureaus, employers, information service organizations and individuals to provide any of the above referenced knowledge or information they have concerning me. Furthermore, this authorization shall remain on file and shall serve as an ongoing authorization for you to obtain Consumer Reports about me from S S at any time during my employment with you. A photocopy or facsimile of this authorization shall be as valid as the original.

Signature _____ Date _____

THE FOLLOWING INFORMATION IS REQUIRED TO CONDUCT THE BACKGROUND INVESTIGATION

PRINT NAME _____
Last Name First Name Middle Initial Social Security Number

PREVIOUS OR MAIDEN NAME (if applicable) _____ PHONE NUMBER _____

STREET ADDRESS _____ CITY _____ STATE _____ ZIP _____

DRIVER'S LICENSE NUMBER _____ STATE ISSUED _____

List states and counties of residence, other than above, for the past seven (7) years:

COUNTY _____ STATE _____; COUNTY _____ STATE _____; COUNTY _____ STATE _____

FOR IDENTIFICATION PURPOSES ONLY: Date of birth _____

My prospective employer understands age to be a protected characteristic and the information requested will not be used as the basis for any employment decision.

Notice to Applicants Living in CA, OK or MN

By checking this box, I request to receive a free copy of any Report ordered on me.

Email address: _____ **

** By entering my email address, I authorize Selection.com to deliver my Report via email

Notice to California Residents:

Under section 1786.22 of the California Civil Code, you may view the file maintained on you by Selection.com during normal business hours. You may also obtain a copy of this file, either in person or by mail, by submitting proper identification and paying the costs of duplication services. You may also receive a summary of the file by telephone by being able to provide adequate identification as to allow Selection.com to determine with reasonable certainty that you are the subject of the report. Selection.com is required to have personnel available to explain your file to you and must explain to you any coded information appearing in your file. If you appear in person, another person of your choice may accompany you, providing that this additional person furnishes proper identification.

***** IF FAXING OR EMAILING REQUEST, THIS SECTION MUST BE COMPLETED BY EMPLOYER FOR PROCESSING *****

Customer Number: _____ Location or Store Number _____ Date Submitted _____

Contact Person: _____ Phone Number _____ Position Applied For _____

Information Requested:

Combined Report: _____

Individual Reports: _____

Criminal Convictions County(s) and state(s) _____

Other: _____

This Form Provided By: Selection.com 155 Tri County Parkway; Suite 150 Cincinnati, OH 45246 Telephone - 800.325.3609 Fax - 888.767.2435

For background check entry, send to requests@selection.com.

For employment or education verification purposes, email to releases@selection.com with the applicant's full name in the subject line. 03/2011

INSPECTION DEPOT, INC.

VENDOR TERRITORY AND DESIGNATION PROFILE

COVERAGE AREA FOR DAY CLAIMS/INSPECTIONS

The Vendor shall provide services in the areas listed below by County. For all counties state "ALL COUNTIES"

STATE:

Are you willing to deploy for Catastrophe work? **YES** _____ **NO** _____

Locations? Please state ALL or provide list of states below.

**Under United States Government designations, are you or your firm any of the following?
Please check all applicable boxes.**

- Small Disadvantaged Business
- Woman Owned Business
- Veteran Owned Business
- Disabled Owned Business
- HUBzone Business
- Minority Owned Business
- Service-Disabled Veteran Owned Business
- Small Business

For and on behalf of Approved Vendor:

Vendor Signature: _____

Print Name: _____

Date: _____



DIRECT DEPOSIT AUTHORIZATION

ACCOUNT INFORMATION - If making a change, please indicate the type of change.			
<input type="checkbox"/> Financial Institution	<input type="checkbox"/> Account Type	<input type="checkbox"/> Account Number	<input type="checkbox"/> Add/ Delete Account
<input type="checkbox"/> Enrollment	<input type="checkbox"/> Cancellation	<input type="checkbox"/> Request for Change (see below)	

I hereby authorize Inspection Depot, Inc. herein after called 'the Company', to initiate credit entries and to initiate, if necessary, debit entries and adjustments for any debit entries in error to my business checking or savings account indicated below and the depository named below, hereinafter called 'Depository', to credit and/or debit the same to such account. As a result of the complexities involved with electronic funds transfer, your direct deposit amount may not be reflected in your account for up to two (2) days after your company's pay date.

Signature _____ Date _____

Name of Business _____

Bank Information **DIRECT DEPOSIT IS FOR YOUR BUSINESS ACCOUNT ONLY**

(Please Print)

Bank Name	Routing	Account #	Account Type (Check One)	Amt/%
			<input type="checkbox"/> Checking <input type="checkbox"/> Savings	

For Multiple Accounts, please utilize the following fields:

			<input type="checkbox"/> Checking <input type="checkbox"/> Savings	
			<input type="checkbox"/> Checking <input type="checkbox"/> Savings	

Contractor/Inspector Company Information

(Please Print)

Name	
Company Name:	
EIN #	

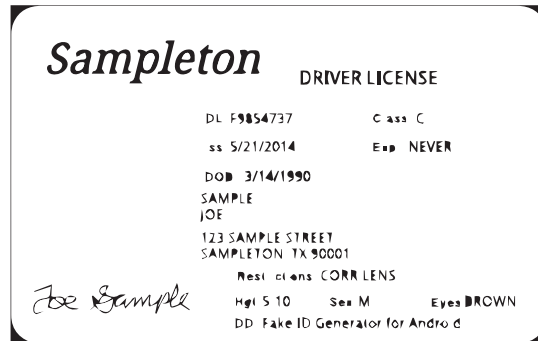
Please verify above information with your financial institution. NOTE: It can take from two weeks after receipt of your Direct Deposit form for your Direct Deposit to become effective. Contractors/Inspectors are responsible for verifying that their funds have been direct deposited to his/her account.

You must include a copy of a voided company check for direct deposit checking and/or a company savings slip for direct deposit savings.

Please email or fax this to Inspection Depot: Accounting@InspectionDepot.com / Fax: (888) 331-0716

Please Scan Your Current Drivers License with this Page.

Place License Here.





Independent Adjusting / Inspection Company - Vendor Agreement

This agreement (Agreement), effective as of _____, 20__ is between **Inspection Depot Inc.** A Florida corporation having an address at 3131 St Johns Bluff Rd S., Jacksonville, Fl. 32246. (“**Inspection Depot Inc.**”) and _____, an Independent Adjusting / Inspection Entity Vendor having an address at _____ (“**Vendor**”) and with Inspection Depot Inc. the “Parties” and each individually a “Party”).

Purpose and Scope

Vendor has emailed a request to become part of Inspection Depot Inc.’s roster of independent claim/inspection professionals for daily and catastrophe claims services or inspection programs.

The Vendor is contracted to provide claims services as an independent claim adjusting/inspection entity vendor, for Inspection Depot Inc., pursuant to Inspection Depot Inc.’s agreements with Insurance and other Industry clients. Work performed under this contract will include, but not be limited to, interior and exterior inspections and claims assessments of dwellings and buildings assigned to Vendor for the purposes of ascertaining and determining the claim involved, condition, underwriting requirement, or other inspection purpose. Vendor shall perform all services as communicated by Inspection Depot Inc., or its members, to Vendor and must meet industry, clients and licensing standards. As an independent contractor, Vendor is free to accept assignments or to reject assignments at Vendor’s discretion. Inspection Depot Inc. does not hereby promise that any assignments will be assigned to Vendor under this agreement. This Agreement may be terminated by either party pursuant to the terms of Paragraph 9, below

Agreement

In consideration of the mutual promises and restrictions stated in this Agreement, both Parties acknowledge and agree to the following:

1. Term of Agreement

The initial term of this Agreement shall commence as of the effective date of this Agreement first written above and shall continue in effect until terminated pursuant to the terms of Paragraph 9, below.

2. Independent Contractor Relationship

2.1 Vendor is at all times an independent contractor for Inspection Depot Inc. Nothing in this Agreement shall be construed to make or render either Party or any of its officers, agents, or employees an agent, servant partner, or employee of, or joint venture of or with, the other Party.

2.2 The parties also agree and understand that Vendor controls the means and methods of performance under this Agreement. Neither Inspection Depot Inc., nor any of its representatives, has any right to direct, supervise or control either the means or methods of the Vendor's performance under this Agreement.

Any written guidelines provided to the Vendor by Inspection Depot Inc. do not affect the Vendor's discretion to perform services under this Agreement independently.

2.3 Vendor shall not be treated as an employee with respect to the services performed hereunder for federal or state tax purposes. Inspection Depot Inc. shall neither withhold nor pay federal, state, or local income tax, or payroll tax of any kind, on behalf of Vendor or the employees of Vendor. Vendor will pay all assessments and taxes in connection with the services performed under this Agreement and hold Inspection Depot Inc., harmless to any and all claims associated with this this requirement.

2.4 Vendor or the employees of Vendor are not employees of Inspection Depot Inc. for any purpose and are not entitled to any benefits available to Inspection Depot Inc. employees.

2.5 Vendor will indemnify, defend and hold Inspection Depot Inc. harmless from any claim, loss or damage brought by any of Vendor's employees, other agents or representatives.

2.6 Vendor will determine time, method, details, and means of performing the services if an assignment request is accepted. During the term of this Agreement, Vendor may perform services for any other clients, persons or companies as Vendor sees fit.

3. Services to be Performed

3.1 Vendor will ensure that all claims assessments are properly completed. Completed inspections, estimates and claims services will include the name, signature, and license number of the Vendor who completed the assignment. Additionally, Vendor will deliver the completed assignments to Inspection Depot Inc. in an electronic format as specified by Inspection Depot Inc. Inspection Depot Inc. may change the format specifications from time to time but will allow Vendor a reasonable time to deliver the changed format. The assignment files must contain the complete report, including photographs and all completed forms required by Inspection Depot Inc. for the assignment type, notes, scanned files, call information – documentation and other relevant information as needed to close out the file.

3.2 Vendor will ensure that all contact attempts with the policyholder/building owners are properly documented if required. This will include the time and date of each attempt along with notes for each attempt. Estimations of the time of each contact attempt are permissible. However, Vendors must use their best efforts to obtain access to the property and brief narratives such as “unknown,” “no answer,” “left message” or “no access” without further explanation is not an acceptable level of documentation of contact attempts.

3.3 Vendor agrees that all orders assigned by Inspection Depot Inc. and accepted by Vendor will be completed only by Vendor. Vendor will not subcontract any of the inspections to be performed on behalf of Inspection Depot Inc. or otherwise delegate Vendor’s duties to any other individual or entity. Inspection Depot Inc. does not promise to assign any minimum number of inspections to Vendor.

3.4 Vendor will attempt in good faith to obtain a completed Customer Service Evaluation (Inspection Depot Inc. will provide content and format) for each property assigned if required.

3.5 The parties agree that in situations where there is limited physical access to areas of the structure required to verify the existence of relevant property features (determined by assignment type), the Vendor will make all available efforts to gain access to the area or work with the policyholder to obtain proof that the feature exists, including but not limited to building permits or construction documents.

3.6 Vendor agrees to utilize software that meets the requirements of any particular inspection or Client, certain clients may request specific software. In the event the Vendor does not have the required software to perform the tasks, Inspection Depot, Inc. will complete the tasks internally for 35% reduction in the Independent Contractor’s compensation or other reduction as outlined and agreed by the extent of work not complete. Vendor agrees they will be required to provide all notes, photographs, and documentation needed to conclude the tasks, including assisting in the conclusion of the assigned task.

3.7 Vendor agrees to complete all assignments within the agreed cycle time, to the respective quality and update all software and Inspection Depot on all communications in relation to each file.

4. Inspection Dispute Resolution

When the results of an assignment carried out pursuant to this Agreement are in dispute, Vendor agrees to fully support and cooperate with Inspection Depot Inc. staff to research and resolve the dispute. In all policyholder disputes the following apply:

4.1 With all commercially reasonable haste, Vendor will cooperate with all stakeholders to research and resolve any policyholder dispute arising out of an inspection report and be willing to make a revisit if needed to determine the extent of a dispute.

4.2 If it is necessary to resolve any inspection report ambiguities or documentation issues identified through an inspection dispute, Vendor will provide a reinspection at no cost.

4.3 Vendor will provide all documentation that is received from the clients, policyholder, policyholder's representative, employee or similar entity (including agents) and which is necessary for the resolution of a dispute. This includes but is not limited to roof permits, building schematics, work orders, proof of compliance documents, supplemental estimate back up, and all other similar items.

5. Vendor Qualifications and Credentialing

5.1 Vendor agrees to fully cooperate with Inspection Depot Inc. in the Vendor credentialing process. Vendor must provide and maintain the following information within their online module:

5.1.1 Vendor must complete and provide an executed independent contract agreement.

5.1.2 Vendor must provide and maintain an accurate, current online resume. This resume must include all claims, adjusting, construction and inspection related work history and education as relative.

5.1.3 Vendor or Vendor's employees who will be credentialed must provide and maintain a photograph as he or she typically appears. If Vendor substantially changes in appearance, such as growing or removing a beard, the Vendor must update their photograph.

5.1.4 Vendor must provide and maintain a record of its, his, or her estimating, claims, construction and inspection related training certificates.

5.1.5 Vendor or Vendor's employees must provide and maintain their relevant work experience.

5.1.6 Vendor or Vendor's employees must provide and maintain their relevant professional licenses.

5.2 Vendor or Vendor's employees must successfully pass a background check, including a criminal background check as described in this Agreement.

5.3 Vendor is required to demonstrate the highest levels of professional competence, ethics and professionalism in the performance of this contract with Inspection Depot Inc. Additionally, Vendors may not use impairing drugs or alcohol, nor possess any weapon while at the property of a policyholder.

5.4 Vendor is required to obtain and maintain adjuster's license of necessary state as required by clients of Inspection Depot Inc. or obtain an emergency license for any state as deemed necessary by any specific client to perform adjusting services.

6. Terms of Payment

6.1 In consideration for the performance of services under the Agreement, Inspection Depot Inc. will pay Vendor for each properly completed and accepted assignment that has been assigned by Inspection Depot's clients and for which Inspection Depot has been paid by those clients. The fee paid to Vendor per properly completed and accepted assignments will be in accordance with the Program Addendum for fees attached hereto. Payment for accepted assignments will be made based on submission and approval of a vendor invoice containing all information required by Inspection Depot Inc. and its clients for completed and accepted as complete and paid assignments only by client within the invoice time period.

6.2 Vendor will be paid an agreed fee per accepted and compliant assignment. No expenses will be reimbursed to Vendor. The Vendor will be required to provide transportation as necessary at the job site for daily work requirements. Vendor will be further responsible for all expenses relating to food, lodging, insurance, local and long distance telephone calls, automobile, tolls, computer, printer, internet access, postage, software licensing and miscellaneous expenses associated with the assigned assignments. The agreed gross fee will include all expenses and time vendor devotes to the inspection completed. For purposes of clarity, Inspection Depot Inc. calculated inspection fees based on assignment type and degree of experience/knowledge.

6.3 Except as otherwise stipulated in this Agreement, Vendor shall supply, at Vendor's sole expense, all equipment, measuring devices, tools, software, materials and supplies to accomplish the work agreed to be performed.

6.4 Inspection Depot Inc. shall neither withhold nor pay federal, state, or local income tax, or payroll tax or any kind, on behalf of Vendor or the employees of Vendor.

6.5 Vendor understands that Vendor is responsible to pay, according to law, Vendor's income taxes. If Vendor is not a corporation, Vendor further understands that Vendor may be liable for self-employment (social security) tax, to be paid by Vendor according to law.

6.6 Vendor agrees to seek compensation for their services in connection with any accepted and assignments completed on behalf of Inspection Depot Inc., only from Inspection Depot Inc.

6.7 Vendor agrees that all payments are considered "accepted and agreed" by Vendor unless disputed in writing by the Vendor within 30 days of receipt of payment. 30 days after the receipt of payment the Independent Contractor waives any claim for additional payment.

7. Indemnification

7.1 Vendor agrees to indemnify, defend, and hold Inspection Depot Inc., its officers, attorneys, employees, agents or other representatives, wholly harmless from any and all claims, damages, causes of action, losses, costs and expenses whatsoever, (including, without limitation, fines, damages, liabilities, liens, losses, costs and expenses, including attorney fees and litigation expenses, whether incurred in anticipation of trial, at trial, or on appeal) incurred by, or claimed against Inspection Depot Inc. arising out of, resulting from or related to Vendor's provision of inspection services or by reason of any negligent, willful or criminal act or omission by Vendor, its employees or its subcontractors.

7.2 Vendor agrees to notify Inspection Depot Inc. immediately when a policyholder's/building owners' property is damaged in the course of an inspection. Vendor agrees to notify its general liability insurance carrier and agrees to reimburse policyholder at replacement cost for such damages unless otherwise instructed by Inspection Depot Inc.

8. Insurance Requirements

8.1 During the term of this agreement, Vendor will maintain the following insurance, purchased from an insurer licensed to transact business in the state of Florida: (a) if required by law, a Workers Compensation policy which provides coverage for the Vendor and his or her employees, regardless of the state of hire, in at least the minimum statutory limits required by the state of Florida, and Employers' Liability with limits of \$100,000 per accident or disease for bodily injury; (b) Commercial General Liability with minimum limits of \$500,000 per occurrence and \$1,000,000 in the aggregate; (c) Automobile Liability with combined single limits of not less than \$500,000 per accident. All policies of insurance referenced herein will be primary.

8.2 In the event Vendor or its employees are injured in the performance of services under this Agreement, Vendor specifically agrees to make no claim of any kind, including a claim for workers' compensation benefits, against Inspection Depot Inc. Vendor specifically releases and discharges Inspection Depot Inc. from any claim or liability of any kind arising from such injury, and shall indemnify Inspection Depot Inc. and its affiliates and hold them harmless from, the consequences of such injury.

8.3 In the event vendor does not provide required insurance certificates prior to deployment activation or payment of outstanding invoices, a fee reduction of 10% per claim invoice, up to \$1,500, will be assessed for insurance coverage or claims relating to the same. If insurance certificates are provided within 30 days of activation, this deduction will be reimbursed. It is the Vendor's responsibility to provide Insurance Certificates, with Inspection Depot Inc. named as additional insured. If insurance certificate is not received within 30 days of deployment, all deductions will be used by Company to provide insurance coverage for vendors completed assignments. This is a contractor fee reduction for general liability insurance only and not related to

vendors workers compensation insurance, health, or other insurance requirements as an independent contractor.

9. Termination

9.1 Without cause, the Vendor or Inspection Depot Inc. may terminate this Agreement after giving 7 days written notice to the other party. The parties shall deal with each other in good faith during the 7-day period after notice of intent to terminate without cause.

9.2 Vendor shall have an obligation to discharge its duties upon termination, regardless of the reason for the termination of this Agreement.

Additionally, upon termination of this Agreement for whatever reason, Inspection Depot Inc. may require Vendor to do the following:

9.2.1 To continue to provide services as specified in this Agreement for assignments previously ordered from Inspection Depot Inc.; and upon closure of all ordered assignments immediately return to Inspection Depot Inc. all inspection files, inspection-claims documentation and information including all Inspection Depot Inc. property or supplies; or

9.2.2 To immediately cease providing any services under this Agreement for assignments previously ordered from Inspection Depot Inc.; and to immediately return to Inspection Depot Inc. all inspection files, inspection-claims documentation and information, including all Inspection Depot Inc. property and supplies.

9.3 Upon completion of Vendor's services, Vendor shall, at Inspection Depot Inc.'s option, destroy or deliver to Inspection Depot Inc. all of Inspection Depot Inc. confidential information in Vendor's possession.

10. Confidentiality

10.1 Both parties agree that all of Inspection Depot Inc. and Inspection Depot Inc. clients' information, policyholder information, data and documentation is confidential. This shall include, but is not limited to, non-public information, data, manuals, lists, operating and other systems, business practices and procedures, claimant information, inspection information, and the business of Inspection Depot Inc., and other information furnished by Inspection Depot Inc., pursuant to or in connection with this Agreement or in connection with the services to be rendered (the "Confidential Information"). Vendor shall not disclose, use or retain the Confidential Information except for purposes of this Agreement, or as may be expressly agreed in writing by Inspection Depot Inc., or as may otherwise be required or directed by applicable law or judicial process. This Section shall survive the termination of this Agreement, regardless of the reason for termination.

10.2 Inspection Depot Inc. Confidential Information constitutes valuable trade secrets and proprietary information of Inspection Depot Inc., as well as the personal financial information of Policyholders.

The sale, disclosure, or unauthorized use of any of the Confidential Information by the Vendor, will constitute a material breach of this Agreement.

10.3 Vendor acknowledges and agrees that any Confidential Information disclosed to, or acquired by it, is disclosed and/or acquired solely for facilitating the services to be rendered by the Vendor for and on behalf of Inspection Depot Inc. Vendor shall restrict access to Confidential Information to those who have a legitimate business purpose and will be performing services under this agreement. Vendor will notify Inspection Depot Inc. as soon as possible of any misuse or misappropriation of Confidential Information of which it becomes aware and will cooperate in remedying such situation promptly.

10.4 During the term of this Agreement, and after its termination for any reason, Inspection Depot Inc. shall have the right to request in writing and receive either the immediate return or the immediate destruction from the Vendor of any tangible records, documents, e-mails, computer files, CDs, disks, hard drives, and any other tangible item that contains, represents, or otherwise includes any Inspection Depot Inc. confidential information.

10.5 Vendor acknowledges that Inspection Depot Inc. may suffer irreparable harm in the event that Vendor fails to comply with the terms of this Agreement and specifically the confidentiality provisions hereof. Vendor agrees that monetary damages would be inadequate to compensate for such breach. Accordingly, in addition to any other remedies available to it at law or in equity, Inspection Depot Inc. shall be entitled to seek injunctive relief to enforce the terms of this Agreement.

10.6 Vendor agrees that it shall not allow Inspection Depot Inc. data to be stored or accessed from outside the geographic boundaries of the United States.

11. Non-Waiver

11.1 The failure of Inspection Depot Inc. to exercise any of its rights under this Agreement for a breach, hereof, shall not be deemed to be a waiver of such rights or a waiver of any subsequent breach.

12. No Authority to Bind Inspection Depot Inc.

12.1 Vendor has no authority to enter into contracts or agreements on behalf of Inspection Depot Inc. This Agreement does not create a partnership or agency relationship between the parties.

13. Declaration by Independent Contractor

13.1 Vendor declares that Vendor has complied with all federal, state, and local laws regarding business permits and licenses that may be required to carry out the work to be performed under this Agreement.

14. Inducements – No Other Agreements

14.1 Each party to this Agreement acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, that are not embodied in this Agreement, and that no other agreement, statement, or promise not contained in this Agreement shall be valid or binding. Any modification of this Agreement will be effective only if it is in writing signed by the party to be charged.

15. Notices

15.1 Any notice given in connection with this Agreement shall be given in writing and sent by first class US Mail to the other party at the address stated above.

16. Entire Agreement

16.1 This Agreement, and any Inspection Requests issued hereunder, contain the entire Agreement and understanding between the parties and supersedes all prior negotiations and all agreements proposed or otherwise, whether written or oral, concerning the subject matter hereof. This is an integrated document.

17. AGREEMENT TO ARBITRATE

17.1 VENDOR HEREBY AGREES THAT ALL CLAIMS, DISPUTES, CONTROVERSIES, OR DISAGREEMENTS OF ANY KIND WHATSOEVER ARISING OUT OF OR RELATING TO THIS AGREEMENT SHALL BE SUBMITTED TO BINDING ARBITRATION. VENDOR AND INSPECTION DEPOT, INC. AGREE THAT THE REQUIREMENT TO ARBITRATE THUS APPLIES TO ANY CLAIM THAT MAY ARISE OUT OF OR RELATE TO VENDORS PERFORMANCE OF ITS DUTIES AS CONTEMPLATED BY THIS AGREEMENT AND WHICH VENDOR MAY ASSERT AGAINST INSPECTION DEPOT, INC.'S EMPLOYEES, OFFICERS, DIRECTORS, AGENTS, SUPPLIERS, OR SERVICE PROVIDERS, IN THEIR CAPACITY AS SUCH.

THE ARBITRATOR WILL HAVE NO AUTHORITY TO CONSIDER A CLASS ACTION OR COLLECTIVE ACTION BY ONE OR MORE VENDORS OR OTHERWISE PRESIDE OVER ANY FORM OF A REPRESENTATIVE, COLLECTIVE, OR CLASS PROCEEDING. THE ARBITRATION SHALL BE CONDUCTED BY THE AMERICAN ARBITRATION ASSOCIATION, SHALL BE GOVERNED BY THE UNITED STATES ARBITRATION ACT, AND THE PROCEEDINGS SHALL TAKE PLACE IN JACKSONVILLE, FLORIDA.

THE DECISION OF THE ARBITRATOR SHALL BE FINAL, CONCLUSIVE, AND BINDING ON THE PARTIES TO THE ARBITRATION. THE AWARD OF THE ARBITRATOR MAY BE ENFORCED IN ANY COURT OF COMPETENT JURISDICTION.

BY SIGNING THIS AGREEMENT, VENDOR AND INSPECTION DEPOT, INC. ARE EACH

GIVING UP HIS/HER/ITS RIGHT TO A JURY TRIAL AND HIS/HER/ITS RIGHT TO PARTICIPATE IN A COLLECTIVE ACTION OR CLASS ACTION BECAUSE ALL CLAIMS WILL BE RESOLVED EXCLUSIVELY THROUGH ARBITRATION. VENDOR AND INSPECTION DEPOT, INC. AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN HIS/HER/ITS INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING.

18. Severability

18.1 Subject to and without any waiver or limitation of the foregoing agreement to arbitrate, Vendor irrevocably submits to the jurisdiction of the courts of the State of Florida in any suit, action or proceeding arising out of or relating to this Agreement that is allowed to be brought in a court, and that all such claims must be brought or defended in the federal or state courts located in Duval County, Florida.

18.2 Should any provision, part or term of this Agreement be held to be invalid or unenforceable, the validity and enforceability of the remaining parts, terms and provisions shall not be affected thereby, and a suitable and equitable provision shall be substituted to carry out, so far as may be enforceable and valid, the intent and purpose of the invalid or unenforceable provision.

19. Costs and Fees

19.1 In any dispute between Vendor and Inspection Depot Inc. arising under this Agreement or due to any asserted breach of this Agreement, the prevailing party shall be entitled to recovery of all costs and expenses, including reasonable attorneys' fees incurred as a result of such legal action.

20. Amendments

20.1 This Agreement may be supplemented, amended, or revised only in writing by agreement of the parties.

21. Governing Law

21.1 This Agreement and all issues arising from or relating to this Agreement will be governed by and construed under the laws of the state of Florida, without regard to the application of Florida conflict of law principles. In the event of any conflict of law, Florida law will prevail.

NOTE: The above pages, should have been read, and if in agreement, initialed, before signature completion below.

“Inspection Depot Inc.”

“INDEPENDENT ADJUSTING/INSPECTION COMPANY - VENDOR”

Inspection Depot Inc.

(Name of Independent Adjusting/Inspection Company - Vendor)

By: _____ (Print)

By: _____ (Print)

Position: _____ (Print)

Signature

Authorized Vendor Signature

Date: _____

Date: _____

All Pages MUST be sent back to INSPECTION DEPOT INC. for proper documentation.