



INSPECTION REFERRAL AGREEMENT FOR INDEPENDENT CONTRACTORS

This Agreement ("AGREEMENT") is entered into as of _____, _____, between Home Buyers Warranty Corporation®, a Colorado corporation (sometimes referred to as "HBW®"), and _____ (sometimes referred to as "you"). This AGREEMENT sets forth the conditions under which HBW® may refer construction inspections to you and under which you may accept referrals for construction inspection services, as an independent contractor, on homes being constructed by Builders who wish to enroll those homes in one of HBW®'s warranty programs.

HBW® and you agree to the following mutual promises:

ARTICLE 1 – SERVICES

1.1 Referrals

During the term of this AGREEMENT, it is your choice to perform or not to perform construction inspection services on homes being constructed by Builders who wish to enroll these homes in one of the warranty programs offered by HBW®. You shall have no obligation to accept any construction inspection with Builders referred to you by HBW®. In addition, you shall be free at all times to perform additional construction inspection services through or for any other individual company or agency.

HBW® shall not be obligated to refer any inspections to you in any given number or by any priority. During the term of this AGREEMENT, HBW® will maintain your name on its list of approved inspectors to be considered for referral by HBW® for construction inspections.

1.2 Training

By entering into this AGREEMENT, you represent to HBW® that you require no training and that you are experienced in performing construction inspections of the type HBW® relies upon to accept enrollments of homes. You also agree to provide, upon request, evidence satisfactory to HBW® that your background, experience, training, and education qualify you to perform as a construction inspector for HBW®.

1.3 Quality and Control of Work

For each construction inspection referred to you by HBW®, and accepted by you, you shall perform the construction inspection according to your own professional standards in the application of HBW®'s underwriting standards for the home being inspected and in the interpretation of the architectural and engineering plans prepared by or on behalf of the Builder. For each inspection, you shall prepare a report containing information customarily included in home warranty inspection reports, which shall be in a form acceptable to HBW®. HBW® shall have no right to direct or control your work as to the manner, method or means by which you perform your inspections or as to the specific format of your report. You agree, however, to exercise your best efforts to adhere to any construction schedule created by the Builder of each home you inspect in order to avoid any unreasonable delay in the Builder's construction schedule.

1.4 Car, Office and Equipment

You shall own and maintain, at your own cost and expense, all offices, automobiles, equipment, tools and supplies required to enable you to perform our construction inspection services under this AGREEMENT. You shall have no right to use any of HBW®'s equipment, office space, or personnel without HBW®'s consent.

1.5 Insurance

You agree that HBW® is not responsible for obtaining or maintaining any worker's compensation, unemployment, or any other insurance on your behalf. You shall maintain any and all insurance required by law to be carried by

an employer on behalf of its employees at all times during which this AGREEMENT is in effect. You are not entitled to unemployment or worker's compensation benefits under the terms of this AGREEMENT. You must provide unemployment or Worker's Compensation coverage for you and your employees.

ARTICLE 2 – FEES AND EXPENSES

2.1 Inspection Fees

The Builder or HBW® shall pay you a fee, which is agreed to, in advance by both you and the Builder or you and HBW® for each construction inspection you perform. Neither the Builder nor HBW® will withhold Federal, State, or Local taxes from any payment made to you. You are obligated to pay all Federal, State and Local taxes on any monies paid to you under this AGREEMENT.

2.2 Billing

You and the Builder or you and HBW® shall mutually agree in advance on the payment schedule for all construction inspections performed by you.

2.3 Expenses

You shall pay all costs and expenses you incur in performing construction inspection services under this AGREEMENT, including, but not limited to, all costs and expenses associated with your ownership of automobiles, tools, equipment, offices, and insurance. You and the Builder shall determine in advance whether any or all of your expenses are billed separate from or included in your inspection fee.

ARTICLE 3 – TERM OF AGREEMENT

3.1 Term

This AGREEMENT shall be effective immediately upon signing by you and HBW® and shall terminate as provided in ARTICLE 4.

ARTICLE 4 – TERMINATION OF AGREEMENT

4.1 Termination by You

You may terminate this AGREEMENT by giving written notice to HBW® in accordance with ARTICLE 6 of this AGREEMENT. Upon receipt of your written notice, HBW® will remove your name from its list of approved inspectors.

4.2 Termination by HBW

HBW® may terminate this AGREEMENT by giving written notice to you in accordance with ARTICLE 6 of this AGREEMENT. Upon providing written notice to you, HBW® will remove your name from its list of approved inspectors.

ARTICLE 5 – PROTECTION OF HBW

5.1 Protection Against Loss

You agree to protect HBW® against loss or damage and not to hold HBW® liable for any and all demands, claims, suits, costs and other expenses caused by negligence or willful misconduct in performing construction inspections referred to you and accepted by you under this AGREEMENT.

5.2 Representation

You shall not represent yourself to any Builder or other third party as an employee of or otherwise under the control of HBW®. You shall represent yourself only as an independent, qualified, construction inspector who HBW®

refers to Builders who wish to enroll their homes in one of HBW®'s warranty programs

ARTICLE 6 – ADDITIONAL PROVISIONS

6.1 Conflict of Interest

In order to avoid conflicts of interest, HBW® does not allow arbitrators, claim adjusters, and repair contractors to also be approved construction inspectors of HBW®. During the term of this AGREEMENT if you choose to perform services as an arbitrator, claim adjuster or repair contractor, you shall notify HBW® and be subject to removal from HBW®'s approved inspector referral list.

6.2 Sale of Rights

This is an AGREEMENT between you, as an independent, qualified construction inspector, and HBW®; therefore, you shall not sell, transfer, assign, or pledge your rights, interest, or obligations under this AGREEMENT to any other person or company.

6.3 Binding Agreement

After you and HBW® have signed this AGREEMENT, this AGREEMENT is both to your advantage and binding upon you. Likewise, this AGREEMENT is both to HBW®'s advantage and binding upon it.

6.4 Complete Agreement

This AGREEMENT contains the entire contractual understanding between you and HBW® with respect to construction inspections performed by you on a referral basis by HBW®.

6.5 Choice of Law

If a dispute between you and HBW® should require settlement in a court of law, the laws of Colorado will govern the dispute.

6.6 Waiver

If you violate any provision of this AGREEMENT and HBW® decides to waive this violation on a one-time basis, this waiver does not extend to any other violation of the Provisions of this AGREEMENT.

6.7 Independent Provisions

If you violate any provision of this AGREEMENT and HBW® decides to waive this violation on a one-time basis, this waiver does not extend to any other violation of the provisions of this AGREEMENT.

6.8 Written Notice

Any notice which you send to HBW® or HBW® sends to you shall be sent by certified mail with return receipt to the address as follows:

If to you:

INSPECTOR CONTACT NAME

MAILING ADDRESS

CITY

STATE

ZIP CODE

If to HBW:

2-10 Home Buyers Warranty
Attn: Enrollment Compliance
10375 E. Harvard Avenue
Denver, CO 80231

6.9 Independent Contractor

Nothing in the provisions of the AGREEMENT shall be interpreted as creating a partnership, joint venture, or employment relationship between you and HBW®. You are an independent contractor performing construction inspection services for Builders on a referral basis by HBW®.

BY SIGNING this AGREEMENT below, the provisions of the AGREEMENT are effective on the date shown at the beginning of this AGREEMENT.

HOME BUYERS WARRANTY CORPORATION:

SIGNATURE

BY

TITLE

DATE

BY SIGNING this AGREEMENT below, you approve and accept this AGREEMENT as of
_____, 20_____.

INSPECTOR:

SIGNATURE

BY

TITLE

DATE