

## Private Provider Agreement

This Agreement is made between \_\_\_\_\_ ("Client") with a principal address of \_\_\_\_\_ and Florida Building Code Compliance Authority, Inc. ("Private Provider"), with a principal place of business at 2405 Ruth Hentz Avenue, Suite 1, Panama City, Florida 32405.

Private Provider is a qualified private provider for state required building code inspections and plans review. Private Provider is qualified to perform the mandatory building code plans review and inspections in accordance with Florida Statute Section 553.791 in association with the local building department to assure compliance with the current applicable edition of the Florida Building Code.

1. Private Provider agrees to perform the following services:

### A. PRIVATE PROVIDER PLAN REVIEW SERVICES

Private provider will review the plans and specifications for any code deficiencies then send these findings to the owner, contractor, architect, and/or engineer for revisions. When review of the plans has been completed and the plans are found to be code compliant, plan compliance affidavits are attached, and each page of the documents are stamped. The completed permit application will then be submitted to the Building Department with the Notice to Building Official.

### B. PRIVATE PROVIDER INSPECTION SERVICES

Private Provider's licensed inspectors perform the mandatory building code inspections associated with the construction of the General Building, Structural, Mechanical, Electrical, and Plumbing. During the construction phase the owner/contractor schedules inspections by calling, faxing, or emailing the Private Provider to request an inspection. A licensed inspector then performs the mandatory building code inspections, signs off on the inspection placard and completes an inspection report. Private Provider electronically submits a copy of each inspection report to the Building Official within two (2) days of each inspection, as well as to the contractor. Upon completion and approval of all required inspections, Private Provider prepares a witnessed certificate of compliance and delivers it electronically to the Building Official.

- The Private Provider shall send a duly authorized representative to the building site to perform the required inspections. Private Provider will prepare all required reports and certifications.

- The contractor's contractual or legal obligations are not relieved by any action of the Private Provider.

These services shall be provided regarding the real property located at \_\_\_\_\_.

**2.** In consideration for the services to be performed by Private Provider, Client agrees to pay Private Provider \$\_\_\_\_\_ at the time of execution of this agreement. All changes in this Agreement shall be made by a separate document and must be signed by both parties.

**3.** The Private Provider agrees that it will perform this contract in conformity with customary industry practices.

**4.** Except as expressly set forth or incorporated herein, Private Provider makes no warranties, expressed or implied, with respect to the services to be performed by Private Provider.

**5.** The Private Provider is not responsible for any existing building code violations. Client warrants that any existing structures conform to all codes and ordinances and agrees to assume full legal responsibility for any existing improvements which do not comply with local building codes, local zoning ordinances and/or are constructed beyond the boundaries of the property.

**6.** The Private Provider and Client agree to and do hereby waive trial by jury in any action, proceeding or counter claim brought by either of the parties hereto against the other on any matters whatsoever arising out of and/or in connection with this Agreement, the relationship of Private Provider and Client, and/or any claim of injury or damage, and any statutory remedy.

**7.** The Client is responsible for having the property properly surveyed. The Client will also be responsible for securing and paying for any necessary topography drawings as well as any required elevation surveys.

**8.** The Client will pay for all underground utility fees, meter fees, house location surveys, engineering certification, topography surveys, final completion surveys, impact fees, tap fees, driveway entrance fees and bonds, water and/or sewer, or anything else which may be required for the Private Provider to support occupancy.

**9.** The Private Provider agrees to deliver a certificate of compliance only after the job is substantially completed and the Private Provider is paid in full. It is hereby agreed between Private Provider and Client that the Client will not occupy the subject property for any reason prior to the Private Provider being paid in full and an occupancy certificate issued. If at any time the Owner shall take occupancy, it is hereby mutually agreed by all parties that the work has been accepted as substantially completed and payment to Private Provider shall be due and payable immediately in full.

**10.** The Client agrees that any representative of the Private Provider may inspect the premises at any time to complete the services provided herein.

**11.** Any delay of the Private Provider due to an act of God, strikes, accidents, weather, restrictions imposed by government agencies, and/or for those things beyond its control, shall extend the time frame of this Agreement accordingly.

**12.** This Agreement is valid only when signed by the Private Provider and the Client. In the event that the work described in this Agreement is for a corporation, it is agreed that the approval of this Agreement may only be validated by an officer of the corporation.

**13.** Client acknowledges that a completely filled in copy of this signed Agreement has been delivered to and retained by the Client.

**14.** Owner does hereby agree to allow Private Provider, at its discretion, to place a sign in the front yard or front of the building to be used for advertising purposes.

**15.** This Agreement may be withdrawn if not accepted within 30 days. If accepted, please sign the Agreement and return to Private Provider.

Florida Building Code  
Compliance Authority, Inc.

\_\_\_\_\_  
Witness

By: \_\_\_\_\_  
As: \_\_\_\_\_

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Client

DO NOT SIGN THIS AGREEMENT BEFORE YOU READ IT OR IF IT CONTAINS  
ANY BLANK SPACES.