

ASSOCIATE HOME INSPECTOR-SUPERVISOR AGREEMENT

This Associate Home Inspector-Supervisor Agreement (the “*Agreement*”) is made as of this _____ day of _____, 20____ by and between _____ (the “*Associate Home Inspector*”) and _____ (the “*Supervisor*”).

1. Associate Home Inspector’s Duties. Associate Home Inspector will accompany Supervisor on home inspections (the “*Home Inspections*” and each individually a “*Home Inspection*”) for the purposes of gaining valuable on-the-job training and to satisfy the requirements under M.G.L. c. 112 § 222 to become a licensed Home Inspector. During the course of the Home Inspections, Associate Home Inspector will assist Supervisor at Supervisor’s sole discretion. Associate Home Inspector’s participation in the Home Inspections shall at all times be conducted in a professional, safe and workmanlike manner in accordance with all applicable industry standards.
2. Supervisor’s Duties. In addition to the duties spelled out in Massachusetts 266 CMR 4.00, Supervisor will strive to provide valuable on-the-job training to Associate Home Inspector by providing insight, explanations and examples of acceptable methods and practices related to performance of Home Inspections and preparation of written reports. For the avoidance of doubt, Supervisor will at all times maintain control of, and responsibility for, the Home Inspections.
3. Fees. For the first twenty-five (25) Home Inspections, there will be no fee paid by Associate Home Inspector to Supervisor. Beginning with the twenty-sixth (26th) Home Inspection, Associate Home Inspector shall pay to Supervisor a fee of one hundred dollars (\$100) per Home Inspection (the “*Fee*”) as a tuition expense. The Fee payable to Supervisor for each Home Inspection shall be paid at a time and in a manner mutually agreed upon by Associate Home Inspector and Supervisor.
4. Insurance. Associate Home Inspector shall secure and maintain errors and omissions insurance liability coverage in a minimum amount of two hundred and fifty thousand dollars (\$250,000) in the aggregate (the “*Mandatory Insurance*”) covering the activities of Associate Home Inspector under this Agreement. Associate Home Inspector shall provide proof of such Mandatory Insurance in the form of a certificate of insurance, a copy of which shall be delivered to Supervisor prior to the first scheduled Home Inspection.
5. Associate Home Inspector Representations & Warranties. Associate Home Inspector hereby represents, warrants and covenants to Supervisor that: (i) in accordance with M.G.L. c. 112 § 222, Associate Home Inspector has completed the required 75 classroom hours and has passed the Board-approved National Home Inspectors Exam; (ii) Associate Home Inspector has obtained the Mandatory Insurance as set forth above, and will continue to maintain such Mandatory Insurance for the duration of this Agreement; and (iii) Associate Home Inspector will comply with all applicable laws, rules or regulations regarding the performance of the Home Inspections, including, without limitation, the standards of ethics and professional conduct set forth in Massachusetts 266 CMR 8.00 *et seq.*
6. Supervisor Representations & Warranties. Supervisor hereby represents, warrants and covenants to Associate Home Inspector that: (i) Supervisor is a licensed Home Inspector in good standing in Massachusetts and shall maintain such licensure throughout the term of this Agreement; (ii) Supervisor will comply with all applicable laws, rules or regulations regarding the performance of the Home Inspections; and (iii) Supervisor will comply with all of the duties set forth in Massachusetts 266 CMR 4.00.
7. Relationship of the Parties. Associate Home Inspector acknowledges that the relationship between Supervisor and Associate Home Inspector intended to be created by this Agreement is that of independent contractor, and nothing herein contained shall be construed as creating a relationship of employer and employee, principal and agent, joint venture or partnership between them. Neither party shall owe the other any duty or obligation except as expressly set forth herein and to perform this Agreement in good faith.
8. Waiver and Release; Indemnification. Associate Home Inspector, on behalf of Associate Home Inspector, Associate Home Inspector’s heirs, successors and assigns, hereby waives, releases and relinquishes all rights, claims, demands, suits, actions, losses, liabilities, damages (including any and all injuries), costs and expenses (including

attorneys' fees and costs) (collectively "**Losses**") that Associate Home Inspector may have against Supervisor, The New England Chapter of the American Society of Home Inspectors, Bristol-Plymouth Regional Technical School, and/or all of their respective affiliates, employees, owners, agents, officers, directors, successors and assigns (the "**Released Parties**"). Associate Home Inspector voluntarily assumes all risks of any and all injuries, harm or loss of life that may result from Associate Home Inspector's participation in the Home Inspections or any activity related or incidental thereto. Associate Home Inspector shall indemnify, defend and hold harmless the Released Parties from and against: (i) any Losses from or related to Associate Home Inspector's participation in the Home Inspection; (ii) Associate Home Inspector's negligence or intentional misconduct; and (iii) Associate Home Inspector's breach of any representation, warranty, covenant or obligation contained in this Agreement.

9. **Confidentiality.** Associate Home Inspector acknowledges and agrees that this Agreement creates a relationship of confidence and trust on the part of Supervisor for the benefit of Associate Home Inspector, and that during the term of this Agreement, Associate Home Inspector may acquire or have access to certain confidential information of Supervisor or of Supervisor's marketing methods and/or strategies, trade contracts, business contacts, clients and/or potential clients which has a unique economic and intangible value to Supervisor (collectively, "**Confidential Information**"). During the term of the Agreement and at all times thereafter, Associate Home Inspector shall (i) preserve as confidential all Confidential Information that Associate Home Inspector may acquire or have access to; (ii) not disclose any Confidential Information to a third party without the express written consent of Supervisor; and (iii) refrain from using any Confidential Information, either directly or indirectly, except for the sole purpose of engaging in Associate Home Inspector's performance of the Home Inspections. In addition to the information described above, "**Confidential Information**" shall mean information (in writing or otherwise) concerning the Supervisor or Supervisor Clients which is not generally available to the public, information or materials that could be detrimental to Supervisor's or Clients' interests, and information considered confidential under Massachusetts 266 CMR.

10. **Non-Solicitation.** Associate Home Inspector agrees that, without the consent of Supervisor, for a period of one (1) year following the termination of this Agreement, Associate Home Inspector will not directly or indirectly attempt to contact, recruit, or solicit any Supervisor client, trade contact or business contact whom Associate Home Inspector learned of or was introduced to during the term of his Agreement.

11. **Conflict of Interest.** In accordance with Massachusetts 266 CMR 8.03, Associate Home Inspector shall promptly notify Supervisor if there is any business interest or other potential conflict of interest regarding a Supervisor client, trade contact or business contact that may be affected by Associate Home Inspector's participation in the Home Inspection.

12. **Termination.** Either party may terminate this Agreement at any time by providing written notice to the other party, at which time such termination is effective immediately. Termination for any reason, by either party, shall not affect or diminish the obligations of Associate Home Inspector pursuant to paragraphs 3, 8, 9 and 10 of this Agreement.

13. **Miscellaneous.** This Agreement constitutes the entire understanding between Associate Home Inspector and Supervisor, and supersedes all prior agreements, arrangements, representations and communications (whether oral or written) regarding the subject matter contained herein. This Agreement shall be governed by, and construed in accordance with, the laws of the Commonwealth of Massachusetts. This Agreement may be executed and delivered, including by facsimile, in one or more counterparts, each of which shall be valid as an original. This Agreement may not be amended or modified except by a writing executed by both parties.

ASSOCIATE HOME INSPECTOR

SUPERVISOR

By: _____

By: _____

Date: _____

Date: _____