

# GREAT LAKES FLOOD CERTIFICATION, L.L.C.

## FLOOD ZONE DETERMINATION AGREEMENT

Agreement this \_\_\_\_ day of \_\_\_\_\_, by and between

\_\_\_\_\_ Customer # \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Subsidiaries and affiliates (hereinafter "Customer") and Great Lakes Flood Certification, 203 South 16th Court, P.O. Box 663, Wautoma, W.I. 54982 (hereinafter G.L.F.C.).

**WHEREAS**, G.L.F.C. is engaged in the business of providing flood zone determination information (the determination) to lenders and others, based on flood hazard boundary maps as published from time to time by the Federal Emergency Management Agency.

**WHEREAS**, Customer wishes to purchase flood determination information;

**NOW THEREFORE**, in consideration of the fee paid by Customer of G.L.F.C. the covenants and agreements contained herein, and other good valuable consideration, the receipt and sufficiency of which is hereby acknowledged, G.L.F.C. and Customer agree:

### 1. G.L.F.C. SERVICES

1.1 For All Customers- G.L.F.C. will provide upon request and receipt of an accurate address or other sufficient description from Customer a determination (as described in Section 4 below) of the flood zone, community name, number and status, panel-suffix and map date, if applicable, with respect to a property (a "Property") as designated by Customer in accordance with the "Flood Disaster Protection Act of 1973 and the Flood Insurance Reform Act of 1994." Such determination (s) will be delivered by G.L.F.C. in the same manner submitted, either via facsimile or electronic transmission unless other arrangements have been made.

1.2 For Automated Delivery Users Only: G.L.F.C. shall be responsible for the validity and accuracy of all data transferred electronically by G.L.F.C. to customer only at the time of such transfer. Any subsequent manipulation of such data, or errors in storage or any other change in such data shall be the sole responsibility and liability of Customer.

1.3. G.L.F.C. shall not, without the written consent of Customer, disclose to any third party any information it is provided by Customer. G.L.F.C. shall undertake reasonable precautions to preserve the confidentiality of such Information.

## **2. WARRANTIES AND INDEMNIFICATION**

2.1 The zone determination is exclusively for the benefit of Customer or Customer's borrowers or Customer's clients seeking to use Subject Property as collateral for a loan.

2.2 The zone determination is based upon an examination of the current Flood Insurance Rate Maps and Flood Hazard Boundary Maps as published by the Federal Emergency Management Agency as well as other sources of information as required by federal law.

2.3 G.L.F.C. shall indemnify and hold Customer harmless for liability on any uninsured flood loss, up to the lesser of the maximum available insurance coverage under the National Flood Insurance Program for the property improvements, or the amount to a Standard Flood Insurance Policy had a Standard Flood Insurance Policy been in force at the time of the Flood Damage covering the damaged or destroyed building(s) and its contents, if the property improvements were in a Special Flood Hazard Area at the time of certification and G.L.F.C. incorrectly certified that said property was not in such area.

2.4 G.L.F.C. shall indemnify and hold Customer harmless for any regulatory fine or penalty arising as a direct result of G.L.F.C. error or omission in the performance of its duties under this contract.

2.5 Additionally, if any property was not in a Special Flood Hazard Area at the time of certification and G.L.F.C. incorrectly certified that said property was in the Special Flood Hazard Area, G.L.F.C. shall reimburse the borrower for an amount equivalent to NFIP premiums that were not refunded by the named flood carrier's cancellation process. In addition to its direct indemnification, G.L.F.C. will maintain errors and omissions coverage.

2.6 The flood search information is intended solely for the purpose of compliance with the Flood Disaster Protection Act of 1973, and does not constitute an opinion by G.L.F.C. as to the advisability of securing flood insurance for the Subject Property.

2.7 Should G.L.F.C. incorrectly identify a Subject Property as not being in a Special Flood Hazard Area and later, for whatever reason, correct its certification identifying the Subject Property as being in a Special Flood Hazard Area and notify Customer of the correction, and the map has not been revised in the interim, G.L.F.C.'s liability shall be limited to the payment of first year's National Flood Insurance Program premium for coverage in the amount of the original loan amount.

2.8 Standards of Care Warranty. The parties acknowledge that the customer has chosen the services of G.L.F.C. over those of other vendors because of representations made by G.L.F.C. with respect to timeliness, accuracy, service, quality, and level of expertise. Timeliness, accuracy of result, expertise, and service quality are of the essence of this contract. G.L.F.C. acknowledges and understands that the customer has committed itself to the Quality Improvement Process and that it expects its vendors to conform to those service requirements to which the customer and the vendor agree. In that regard, G.L.F.C. agrees to participate with the customer in a continuous process of evaluation and enhancement of its level of service to the customer and its mortgagors or applicants.

2.9 Any warranties and indemnifications shall apply to recertifications on the same terms as they apply to the certifications.

### **3. LIFE OF LOAN SERVICE**

3.1 All of G.L.F.C. Determinations are Life of Loan; therefore, when Customer orders a Determination, G.L.F.C. agrees to provide an initial determination of the Subject Property flood status and to monitor for any map changes that change the flood status of the Subject Property. G.L.F.C. agrees to furnish Customer written notice of any map changes that change the Subject Property's flood status from the previous determination within 60 days after the effective date of the new or revised map. G.L.F.C. shall not notify Customer if a new or revised map is issued which does not change the Subject Property's flood status, and Customer shall have the right to order at such time updated certifications, at no cost, on the Subject Property which will indicate the date of the most recently issued map. Life of Loan Service may be transferred at no additional cost if Customer provides G.L.F.C. with proper notification of the Subject Property(ies) to be transferred and the address of the entity to whom future notices should be sent, and the transferee agrees to be bound by section 3.2 hereof,

3.2 Customer agrees to notify G.L.F.C. in writing, or in mutually acceptable electronic form, of all loans that payoff within one year of the payoff date. If the Customer pays for the Determination and the loan does not fund, Customer shall be entitled to a refund of the fee for the Life of Loan Determination detailed in Section 4 for up to 120 days after the determination was made.

### **4. FEES AND TERMS OF PAYMENT**

4.1 Customer agrees to pay \$12.50 for each Life of Loan Determination completed by G.L.F.C. G.L.F.C. shall issue invoices monthly for all work completed during the previous month and Customer agrees to pay invoice within 20 days of receipt.

4.2 Balances not paid when due are subject to 1% interest per month and G.L.F.C. may exclude Customer from additional services under this agreement until paid. Any sales or other taxes required by law shall be additional to the above fees.

4.3 The Customer may request census tract information provided per loan at no additional charge to the Customer.

### **5. TERM**

5.1 The initial term of this Agreement shall be for \_\_ (2) years(s) from the effective date (latter of date signed by both parties or date entered above) and shall automatically renew for successive one year periods(s) unless written notice is given by either party at least 30 days prior to any anniversary date.

5.2 Either party shall terminate this agreement immediately upon written notice, if the other party is adjudicated as bankrupt, files a voluntary petition in bankruptcy, is declared insolvent by a regulator, or makes an assignment for benefit of creditors and becomes unable to meet its obligations in the normal course of business as they fall due.

5.3 The indemnification and Life of Loan tracking obligations of G.L.F.C. contained in Sections 2 and 3 shall survive cancellation of this Agreement, provided Customer has paid the agreed fees.

5.4 This agreement may be terminated if either party shall default in the performance of a material provision of this Agreement and such default shall continue for a period of (30) days after written notice to the other stating the specific default and the defaulting party fails to cure its default.

**6. GOVERNING LAW**

6.1 This Agreement shall be governed by the construed in accordance with the laws of the State of Wisconsin. In the event any portion of this Agreement shall be unenforceable under the laws of the State of Wisconsin, the remaining portion of this Agreement shall remain in effect.

**7. NOTICES**

7.1 Any notices or communications required to be given hereunder shall be in writing and sent or faxed to the following address. (Required: postage prepaid, certified mail, return receipt requested)

**GREAT LAKES FLOOD CERTIFICATION, L.L.C.**  
**ATTN: Lyle Pomplun - OPERATING MANAGER**  
**P.O. BOX 663**  
**WAUTOMA, W.I. 54982**  
**PHONE NO: 920-787-7664**  
**FAX TOLL FREE: (888) FL-FLOOD and/or 920-787-1518**

**YOUR ADDRESS:** \_\_\_\_\_  
\_\_\_\_\_

**YOUR PHONE NUMBER:** \_\_\_\_\_  
**YOUR FAX NUMBER:** \_\_\_\_\_

**8. SUCCESSORS AND ASSIGNS.**

8.1 This Agreement shall be binding upon and inure to benefit of the parties hereto.

8.2 Anytime after the initial term of the agreement G.L.F.C. shall have the right to assign its rights and obligations to any third party. G.L.F.C. shall provide Customer with 90 days prior written notice of such assignment. At any time during such 90 day notice period Customer shall have the right to terminate this Agreement in which event, notwithstanding by other provisions of this Agreement, neither party shall have any further obligation to the other party under this Agreement.

**9. ENTIRE AGREEMENT**

9.1 This Agreement constitutes the entire Agreement between the parties relating to the matters contained herein and supersedes all previous communications, representations or agreements, either oral or written, with respect to the subject matter hereof.

**10. PREVAILING PARTY**

10.1 In the event of any litigation involving this contract or the parties hereto with regard to the subject matter hereof, the prevailing party shall be entitled to reasonable costs and attorney fees, including appeals.

10.2 IN WITNESS THEREOF, the parties below have executed this Agreement as of the date indicated.

**11. PRIVACY**

The Document attached or any documents you receive from us in course of normal business may contain information that is confidential and/or privileged. If you have received these documents or any documents in error, please notify us by telephone immediately so that we may arrange for retrieval of the original document at no cost to you.

**12. DISCLAIMERS**

12.1 Determination done solely for lender pursuant to 1994 Reform Act, 42 U.S.C & 4012a et seq.

12.2 Determination shall not be used or relied upon by borrower for deciding whether to purchase or appraise property.

12.3 Purchase/borrower not intended beneficiary or third-party beneficiary of determination.

GREAT LAKES FLOOD CERTIFICATION, L.L.C.  
P.O. BOX 663  
WAUTOMA, W.I. 54982

BY: \_\_\_\_\_

BY: \_\_\_\_\_

NAME: Lyle Pomplun

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

WITNESS: \_\_\_\_\_

WITNESS: \_\_\_\_\_

