

## SERVICE AGREEMENT

THIS AGREEMENT made as of the 27 day of May, 2025, in the Territory of the United States Virgin Islands, by and between **OCEAN GREEN HOME SOLUTIONS, LLC**, having its principal place of business at 39 Tipperary Christiansted, St. Croix, U.S. Virgin Islands 00820 (hereinafter the "Company") and the **VIRGIN ISLANDS HOUSING FINANCE AUTHORITY**, having its principal place of business at 3202 Demarara Plaza, Suite 200, Charlotte Amalie, St. Thomas, U.S. Virgin Islands 00802 (hereinafter the "Authority" or "VIHFA"). Each party may be referred to in the singular as "Party" and collectively as the "Parties".

### WITNESSETH

**WHEREAS**, the Authority desires the services of a qualified and licensed United States Virgin Islands company to conduct home inspections (hereinafter the "Scope of Work"); and

**WHEREAS**, the Authority obtained quotes from two companies to complete the Scope of Work; and

**WHEREAS**, the Company submitted the lowest bid, which was in the amount of **Four Thousand Five Hundred Dollars (\$4,500.00)**; and

**WHEREAS**, the VIHFA desires to enter into an Agreement with the Company to complete the Scope of Work; and

**WHEREAS**, the Company, by its acceptance of the terms and conditions of this Agreement, is willing and capable to complete the Scope of Work.

**NOW THEREFORE**, in consideration of the mutual covenants herein contained, and intending to be legally bound by this Agreement, the parties hereto do covenant and agree as follows.

**1. SCOPE OF WORK:** The Company shall be responsible for furnishing all labor, equipment and services necessary to:

(a) Inspect up to 10 modest single-family homes ("units") on St. Croix, U.S. Virgin Islands. ranging from 2-4 bedrooms maximum. The units are expected to be single-family detached homes or townhomes ranging from 2-4 bedrooms, maximum 1,800 square feet.

(b) Perform a visual inspection of the respective homes, when assigned, and provide VIHFA with a written report which includes a Summary of Findings (brief overview), Detailed Findings with a description of any deficiencies or issues that were observed and deemed material accompanied by photographs of any significant findings, and Recommendations for repairs or maintenance or further evaluation or investigation by a qualified professional, if warranted. The Company shall examine specific systems and components including but not limited to: roof, foundation, plumbing, electrical, HVAC (if applicable), and structural elements.

(c) Unless otherwise noted in this Agreement or not possible, the Company shall perform inspection in accordance with the current Standards of Practice (SOP) of the International Association of Certified Home Inspectors ("InterNACHI"), posted at [www.nachi.org/sop](http://www.nachi.org/sop) and InterNACHI's Standards of Practice for Inspecting Pools & Spas. If the Territory of the U.S. Virgin Islands has adopted mandatory standards that differ from InterNACHI's SOP, the Company shall perform the inspection in accordance with local standards.

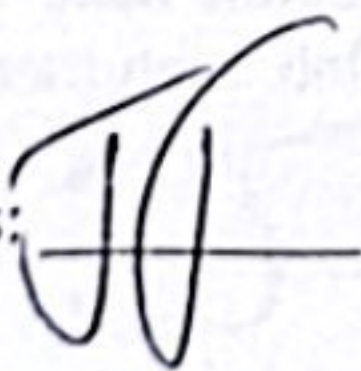
(d) Limitations: VIHFA acknowledges that InterNACHI's SOP contains limitations, exceptions, and exclusions.

- (i) Unless otherwise indicated in writing, the Company will not test for (a) the presence of a harmful gas called radon, (b) mold, (c) compliance with applicable building codes, (d) for the presence of, or for any potential dangers arising from, the presence of asbestos, lead paint, soil contamination, or (e) other environmental hazards or violations.
- (ii) The inspection and report are in no way a guarantee or warranty, express or implied, regarding the future use, operability, habitability or suitability of the home/building or its components. The Company disclaims all warranties, express or implied, to the full extent of the law.
- (iii) The Company and its subcontractors or consultant(s), if any, shall have no responsibility for the identification, discovery, presence, handling, removal, or disposal of or exposure of persons to, hazardous materials in any form at the project site.
- (iv) The Home Inspector does not perform engineering, architectural, plumbing, or any other job function requiring an occupational license in the Territory. If a valid occupational license is held, the Home Inspector may inform VIHFA of this and VIHFA may hire the Home Inspector to perform additional functions. Any agreement for such additional services shall be for a separate fee and shall be covered in a separate writing.
- (v) InterNACHI is not a party to this Agreement, has no control over the Company, and does not employ or supervise the Company.

## 2. VIHFA'S RESPONSIBILITIES:

- (a) VIHFA shall provide the Company with reasonable notice to perform the services before the inspection report is needed. VIHFA shall deliver the task order in writing, via e-mail, sent to the business e-mail address provided by the Home Inspector. The task order shall include the full property address, directions, and any special instructions about the property. VIHFA shall also be responsible for providing access to the property to be inspected.

Company's Initials:



VIHFA Initials:





Agreement if funds are not received and available to compensate the Company for any period exceeding forty-five (45) days. Notwithstanding the foregoing, the Company shall be paid for all costs and services incurred to the date of any such notification from the federal funding source to VIHFA regarding the non-availability of applicable federal funds.

- (e) The VIHFA reserves the right to modify and/or terminate this Agreement if funding becomes unavailable. In addition, the VIHFA reserves the right to modify and/or terminate this Agreement if the Company fails to perform in a manner consistent with the terms of the Agreement.
- (f) Failure of the VIHFA to make payments to the Company in accordance with this Agreement shall be considered substantial non-performance and is sufficient cause for the Home Inspector to either suspend or terminate services. In the event of termination, suspension or abandonment of the project, the Company shall be equitably compensated for services performed.

**6. REPRESENTATIONS, WARRANTIES, AND COVENANTS BY COMPANY:** The Company covenants, warrants and covenants that:

(a) It is duly organized and existing and authorized, qualified, and licensed to do business in the United States Virgin Islands.

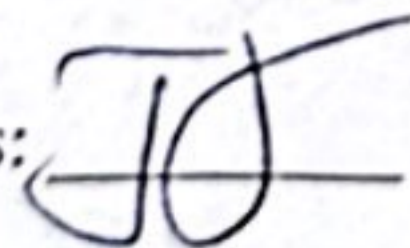
(b) It will, during the term of this Agreement, remain in good standing and qualified to do business under the laws of the Territory, including maintenance at all times of a valid V.I. business license, and will not cease doing business, dissolve or otherwise dispose of all or substantially all of its assets and will not voluntarily consolidate with or merge into any other entity or permit one or more other entities to consolidate with or merge into it without the prior written consent of the Authority.

(c) It has the power to execute, deliver and perform, and to enter into the transactions contemplated by this Agreement, and has duly authorized the execution, delivery and performance of this Agreement.

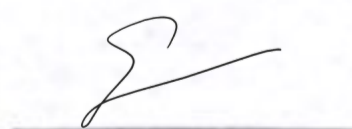
(d) The execution and delivery of this Agreement, the consummation of the transaction contemplated hereby and the fulfillment or compliance with the terms and conditions of this Agreement do not and will not conflict with, or result in a breach of, any of the terms, conditions or provisions of any legal restrictions or any Agreement or instrument to which Company is now a party or by which it is bound or constitute a default under any of the foregoing.

(e) No information, statement, or report furnished in writing by the Company in connection with the negotiation of, or assurance under, this Agreement and the consummation of the

Company's Initials:



VIHFA Initials:



transactions contemplated hereby, contains any material misstatement of fact or omits to state a material fact that would make the information, statement or report misleading.

(f) It has obtained all applicable licenses or permits, temporary or otherwise, as required by Title 27 of the Virgin Islands Code; and has familiarized itself with the applicable provisions of Title 27 of the Virgin Islands Code pertaining to professions and occupations.

(g) It is fully informed regarding all the conditions affecting the work to be performed including labor and any materials to be furnished for the completion of the Agreement and the Company represents that it is fully equipped, competent, and capable of performing the work and is available to perform such work.

(h) The Company further represents that it shall provide its services and meet its obligations under this Agreement in a timely and workmanlike manner, using knowledge and recommendations for performing the services which meet generally acceptable standards in the USVI and that it will provide a standard of care equal to, or superior to, care used by service providers similar to Company in the USVI.

**7. PROFESSIONAL STANDARDS:** Company will complete all work in accordance with standard practices of its industry and the work shall conform to any codes and regulations that apply to the work being performed whether or not covered by any project specifications and drawings, including any registration requirements for the Company. Company shall maintain the professional standards applicable to its profession. Company warrants that the final product of the Company's work shall be fit for the purposes for which it is intended.

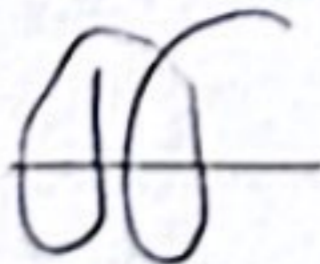
**8. INSURANCE:** The Company shall maintain General Liability Insurance in a form acceptable to the VIHFA on a "per occurrence" basis with a minimum limit of not less than **Three Hundred Thousand (\$300,000) Dollars** for protection against claims for damages because of bodily injury or death, claims for damages to property which may arise out of or result from the Company performance of the work under the Agreement whether such work be by the Company or by any subcontractor or anyone directly or indirectly employed by any of them. The insurance policy shall name the VIHFA as Certificate Holder and an "Additional Insured" via an endorsement as follows:

Virgin Islands Housing Finance Authority  
3202 Demarara Plaza, Suite 200  
St. Thomas, U. S. Virgin Islands 00802

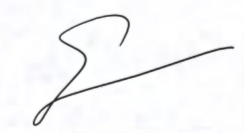
Additionally, the Company shall provide the VIHFA with a copy of its current liability insurance policy within ten (10) working days after the execution of this Agreement.

Upon failure of the Company to furnish, deliver and maintain such insurance, this Agreement, at the election of the VIHFA may be suspended, discontinued or terminated. Failure of the Company

Company's Initials:



VIHFA Initials: \_\_\_\_\_



to purchase and/or maintain any required insurance shall not relieve the Company from any liability or indemnification under this Agreement.

Company's subcontractor and /or subconsultant, if any, shall also carry the insurance required by this Agreement in the amount usual and customary for work in the industry subject to normal deductibles and covenants that subcontractor and/or subconsultant will maintain such coverage during the term of this Agreement. The Subcontractor's and/or subconsultant's liability insurance policy shall name the VIHFA as an "Additional Insured".

**9. LIEN WAIVERS:** Contractor agrees to protect, defend and indemnify the Authority from any claims for unpaid work, labor or materials with respect to the Contractor's performance under this Contract.

**10. INDEMNIFICATION:** The Company shall indemnify, defend, and hold harmless VIHFA, its property, consultants, employees, and the funding agency harmless from and against all claims, damages, losses, and expenses directly arising as a result of Company's work or otherwise caused in whole or in part by any breach of this Agreement or negligent act or omission of the Company's subcontractor (s), any person or organization directly or indirectly employed by them to perform or furnish any of the work or anyone for whose acts any of them may be liable, regardless of the negligence of such party.

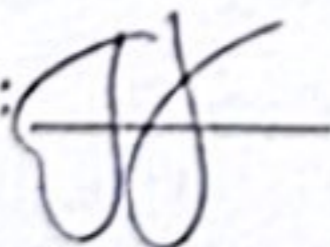
**11. INDEPENDENT CONTRACTOR:** The Company shall perform this Agreement as an independent contractor, and nothing herein contained shall be construed to be inconsistent with this relationship or status.

**12. USE OF SUBCONTRACTORS:** The Company shall be responsible for the deliverables in the "Scope of Work". This general requirement notwithstanding, the Company may enter into subcontractor arrangements. However, the Company agrees that it has total responsibility for the entire Agreement. The documentation required of the Company is also required for any subcontractor. The Company shall be the single point of contact for all subcontract work. Every subcontract shall incorporate and follow the terms of the contract between the Company and VIHFA. The Company shall not contract with any other party for any of the services herein contracted without the express written approval of the VIHFA.

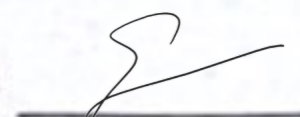
The Company shall be responsible for fulfillment of all terms of the Agreement, timing, and payments to subcontractors regardless of funding provided by the VIHFA.

**13. LIABILITY OF OTHERS:** Nothing in this Agreement shall be construed to impose any liability upon the Authority to persons, firms, associations, or corporations engaged by the Company as servants, agents, or independent contractors, or in any other capacity whatsoever, or make the Authority liable to any such persons, firms, associations, or corporations for the acts, omissions, liabilities, obligations and taxes of the Company of whatsoever nature, including but

Company's Initials:



VIHFA Initials:



not limited to unemployment insurance and social security taxes for the Company its servants, agents, or independent contractors.

**14. ASSIGNMENT:** The Company shall not subcontract or assign any part of the services under this Agreement without the prior written consent of the Authority.

**15. WAIVERS AND AMENDMENTS:** No waiver, modification or amendment of any term, condition or provision of this Agreement shall be valid or of any force or effect unless made in writing, signed by the parties hereto or their duly authorized representatives, and specifying with particularity, the nature and extent of such waiver, modification or amendment. Any such waiver, modification or amendment in any instance or instances shall in no event be construed to be a general waiver, modification or amendment of any of the terms, condition or provisions of this Agreement, but the same shall be strictly limited and restricted to the extent and occasion specified in such signed writing or writings.

**16. RIGHT TO WITHHOLD:** If work under this Agreement is not performed in accordance with the terms hereof, the Authority will have the right to withhold, out of any payment due to Agreement, such sums as the Authority may deem ample to protect it against loss or to assure payment of claims arising therefrom, and at its option, the Authority may apply such sums in such manner as the Authority may deem proper to secure itself or to satisfy such claims. The Authority will immediately notify the Company in writing in the event that it elects to exercise its right to withhold.

**17. TERMINATION:** Either party will have the right to terminate this Contract with or without cause on ten (10) calendar days written notice to the other party before the effective date of such termination.

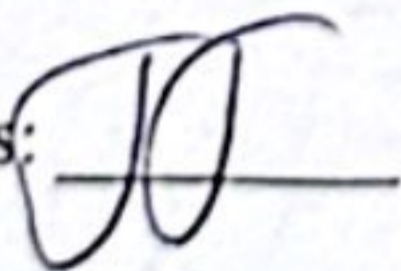
**18. FORCE MAJEURE:** The Company shall not be held responsible for delay or default caused by fire, riot, acts of God, war, or events beyond the Company's reasonable control. The Company shall give notice to the VIHFA promptly upon Company's being actually aware of the occurrence of the event causing the delay or default or which is reasonably expected to cause a delay or default. The Parties shall use reasonable efforts to eliminate or minimize the effect of such events on their respective duties under the Agreement. Company may be entitled to an equitable adjustment in schedules or deadlines in the foregoing circumstances.

**19. FALSE CLAIMS:**

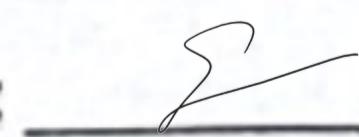
(a) The Company warrants that it shall not, with respect to this Agreement, make or present any claim upon or against VIHFA. The Company acknowledges that making such a false, fictitious, or fraudulent claim is an offense under the Virgin Islands law.

(b) The Company acknowledges that this Agreement is funded, in whole or in part, by federal funds. The Company warrants that it shall not, with respect to this Agreement, make or

Company's Initials: \_\_\_\_\_



VIHFA Initials: \_\_\_\_\_



present any claim knowing such claim to be false, fictitious, or fraudulent. The Company acknowledges that making such false, fictitious, or fraudulent claim is a federal offense.

**20. CONFLICT OF INTEREST:** The Company covenants that it has no interest and will not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to perform under this Agreement.

**21. WARRANTY OF NON-SOLICITATION:** The Company expressly warrants that it has not employed any person to solicit or obtain this Agreement on its behalf, or cause or procure the same to be obtained upon compensation in any manner, contingent, in whole or in part, upon such procurement, and that it has not paid, or promised or agreed to pay to any person, in consideration of such procurement, or in compensation for services in connection hereunder; and that it has not, in estimating the contract price, included any sum by reason of such brokerage, commission or percentage, and that all monies payable to it hereunder are free from obligation to any other person for services rendered, supposed to have been rendered, in the procurement of this Agreement. Breach of this warranty shall give VIHFA the right to terminate this Agreement or, in its discretion, to deduct from the cost of this Agreement or consideration the amount of such commission, percentage, brokerage or contingent fees.

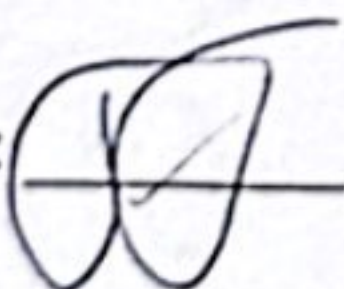
**22. RETENTION OF RECORDS:** All records shall be retained for a minimum of three (3) years, unless notified in writing to extend the retention period. Records shall be made available, without charge, for review within ten (10) days of a request by the VIHFA.

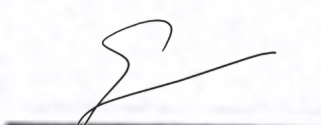
**23. NON-DISCLOSURE:** Except for disclosure to VIHFA or its representatives, the reports, work papers and records, including information and data prepared or assembled by the Company under this Agreement, shall be held confidential by the Company and shall not be made available or otherwise disclosed to any third party without the prior written approval of VIHFA unless required to disclose information by order of a court of competent jurisdiction or other administrative authority.

**24. NO COLLUSION:** The Company shall not collude with other VIHFA vendors/service providers regarding VIHFA business or matters. The Company shall not enter into any business relationships with other VIHFA service providers regarding VIHFA business or matters, without the approval of VIHFA, which approval may be withheld at VIHFA's sole discretion.

**25. NON-DISCRIMINATION:** No person shall be excluded from participating in, be denied the proceeds of, or be subject to discrimination in the performance of this Agreement on account of race, creed, color, religion, sexual orientation, or national origin.

**26. AUTHORIZED REPRESENTATIVE:** The person executing this Agreement on behalf of Company affirmatively represents that he has the requisite legal authority to enter into this Agreement on behalf of Company and to bind Company to the terms and conditions of this

Company's Initials: 

VIHFA Initials: 

Agreement. Both the person executing this Agreement on behalf of Company and Company understand that the Authority is relying on this representation in entering into this Agreement.

27. **NOTICE:** Any notices required or permitted to be given under this Agreement shall be deemed sufficiently given or served if sent by certified mail, return receipt requested to the parties at the following addresses:

Company: **Ocean Green Home Solutions, LLC**  
P.O. Box 25213  
Christiansted, U.S. Virgin Islands 00824  
**Attention: Jeremy Januszewicz, Owner**

Authority: **Virgin Islands Housing Finance Authority**  
3202 Demarara, No. 3, Suite 200  
St. Thomas, U.S. Virgin Islands 00802  
**Attention: Eugene Jones, Jr., Executive Director**

Either party may, by like notice, at any time and from time to time, designate different addresses to which notices shall be sent. Notices given in accordance with these provisions shall be deemed received when mailed.

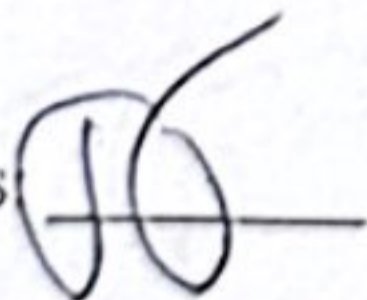
28. **SEVERABILITY:** In the event that one or more of the provisions of this Agreement shall be found unenforceable, illegal or invalid, it shall not affect any other provisions of this Agreement, and this Agreement shall be construed as if the provision found to be unenforceable, illegal or invalid had never been contained in the agreement, or the unenforceable, illegal or invalid provision shall be construed, amended and/or reformed to be made enforceable, legal and valid.

29. **GOVERNING LAW AND JURISDICTION:** This Agreement shall be governed by and construed pursuant to the laws of the United States Virgin Islands. The parties shall submit disputes arising out of or in connection with this agreement to the exclusive jurisdiction of the courts of the United States Virgin Islands.

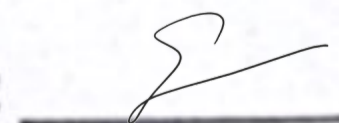
30. **WAIVERS:**

- (a) Each party to this Agreement hereby knowingly, voluntarily and intentionally waives any right they may have to a trial by jury in respect to any litigation based upon this Agreement or arising out of, under, or in connection with this Agreement or any other Agreement contemplated and executed in connection herewith, or any course of dealing, course of conduct, statements (whether verbal or written), or actions of any party hereby. The parties acknowledge that this waive has been freely given.
- (b) Each party to this Agreement hereby waives any and all claims against the other for any loss, cost, damage, expense, injury or other liability which is in the nature of indirect,

Company's Initials



VIHFA Initials: \_\_\_\_\_



special, incidental, punitive or consequential damages which are suffered or incurred as the result of, arise out of, or are in any way connected to the performance of the obligations under this Agreement.

**31. ATTORNEY'S FEES:** If there is any legal proceeding between the parties arising from or based on this Agreement, the unsuccessful Party to such action or proceeding shall pay the prevailing Party, costs and expenses, including reasonable attorney's fees, incurred by such prevailing Party in such action or proceeding and in any appeal connected therewith. If such prevailing Party recovers a judgment in any such action or proceeding, or appeal, such costs, expenses and reasonable attorney's fees shall be included in and as a part of such judgment.

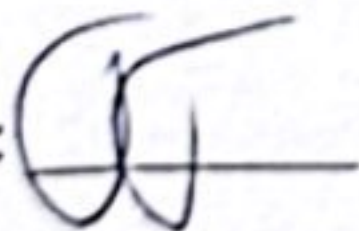
**32. ENTIRE AGREEMENT:** This Agreement and any attachments thereto constitute the entire agreement between the parties hereto and all prior understandings or communications, written or oral, with respect to the project that is the subject of this Agreement re merged herein. In the event of a conflict or inconsistency between any of the Agreement Documents, the conflict or inconsistency shall be resolved by giving precedence in the following order:

- (a) This Agreement and all amendments; then
- (b) Any exhibits and attachments hereto; then
- (c) The solicitation and any Addenda hereto; and then
- (d) Company's proposal.

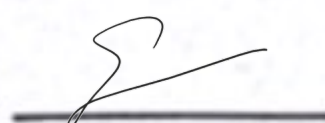
**33. COUNTERPARTS:** This Company may be signed in counterparts, each of which will be deemed an original.

[SPACE INTENTIONALLY LEFT BLANK]

Company's Initials:




VIHFA Initials:

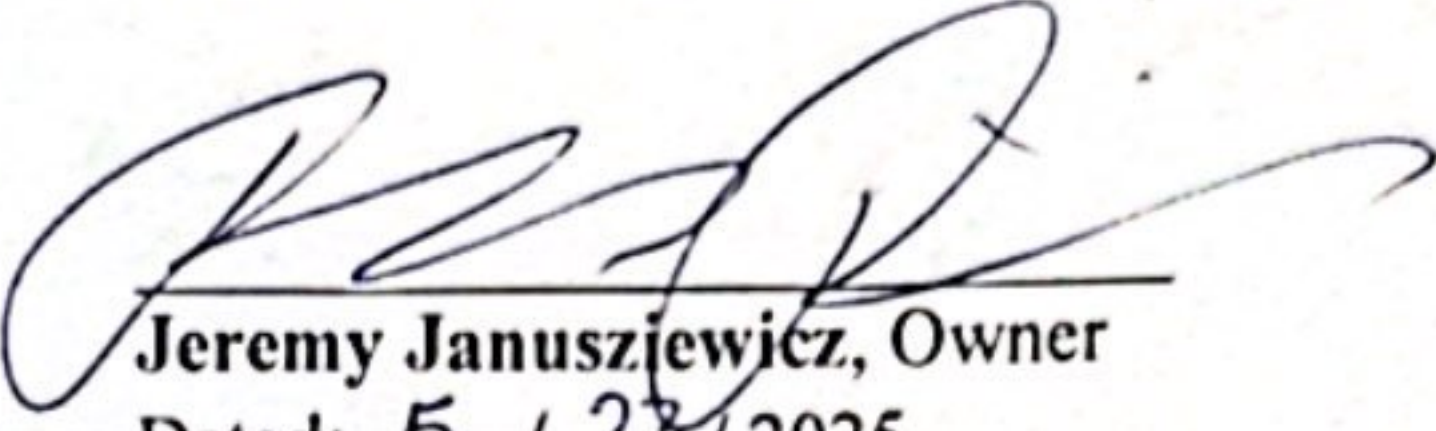


**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed by their duly authorized representatives on the date(s) written below.

Witnesses: (2 signatures required)


**Ocean Green Home Solutions, LLC**

Witness 1's signature: 

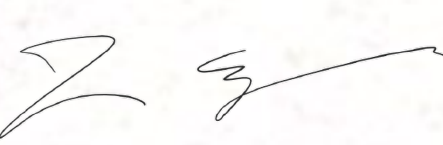
  
Jeremy Januszewicz, Owner

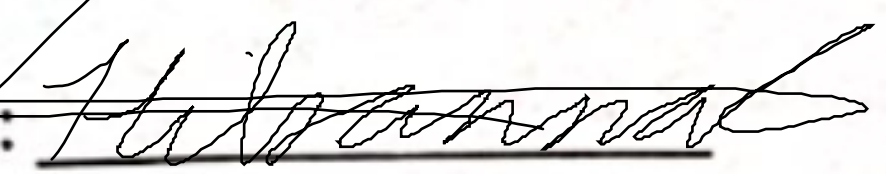
Witness 2's signature: 

Dated: 5 / 23 / 2025

Witness 1's signature: 

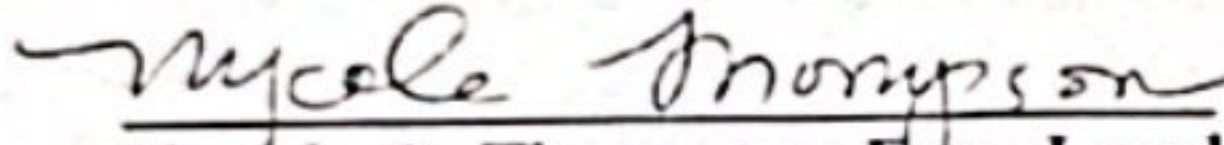
**Virgin Islands Housing Finance Authority**

  
Eugene Jones, Jr., Executive Director

Witness 2's signature: 

Dated: 5 / 27 / 2025

Reviewed for Legal Sufficiency:

  
Nycole A. Thompson, Esq., Legal Counsel

Dated: 5/22/2025

# ATTACHMENT I



Ocean Green Home Solutions, LLC |  
Certified Home Inspector |  
Christianssted, VI  
Christianssted, Virginia  
United States  
ocngreenstx@gmail.com  
Phone: 858-229-5462

Price Quote: #0000001  
Issued on: Apr 2, 2025  
Expiry Date: Jun 29, 2025

**VIHFA Home Inspections (Homes to Be Purchased)**

**Virgin Islands Housing Finance Authority**

cmoorehead@vihfa.gov

100 Lagoon Complex

Frederiksted, 00840

U.S. Virgin Islands

+1 340-772-4432

Product or Service	Quantity	Price	Line Total
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**FULL HOME INSPECTION (Single-Family Residence)**

The home inspector will thoroughly examine key systems and components, including but not limited to the roof, foundation, plumbing, electrical, HVAC (if applicable), and structural elements. Upon completing the inspection, the inspector will provide a comprehensive PDF report via email. This report will include:

9

\$450.00

\$4,050.00

Summary of Findings: A brief overview of the inspection results.

Detailed Findings: Descriptions of any identified deficiencies or issues, accompanied by photographs of significant findings.

Recommendations: Suggestions for repairs or maintenance, and recommendations for further evaluation or investigation by a qualified professional if necessary.

**FULL HOME INSPECTION - (Townhouse)**

Townhouse scope of work is the same as the single-family residence.

1

\$400.00

\$400.00

<b>Subtotal</b>	<b>\$4,450.00</b>
<b>Total Price:</b>	<b>\$4,450.00</b>

**Notes**

Unless otherwise noted in this Agreement or not possible, we will perform the inspection in accordance with the current Standards of Practice (SOP) of the International Association of Certified Home Inspectors ("InterNACHI"), posted at [www.nachi.org/sop](http://www.nachi.org/sop) and InterNACHI Standards of Practice for Inspecting Pools & Spas. If your jurisdiction has adopted mandatory standards that differ from InterNACHI's SOP, we will perform the inspection in accordance with your jurisdiction's standards.

Additional fees will be assessed based on the total square footage of the property to be inspected:

- \$150 for 1,800 sq feet up to 2,400 sq feet
- \$250 for 2,400 sq feet up to 3,000 sq feet
- \$400 for 3,000 sq feet up to 3,500 sq feet

Up to 10 properties (single-family residences and/or townhouses) will be inspected. Costs are shown for each type of property, not to exceed \$4,500.00 unless the properties are more than 1,800 square feet.

**Legal Terms**

Payment is due at the time of the home inspection.