

# *Bureau of Certified Auto Appraisers*

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## **Appraiser Recertification Agreement**

This Agreement is between the Bureau of Certified Auto Appraisers (“BCAA”), a privately held certification organization with a mailing address of 18 Quailwood Drive, Baytown, Texas 77521 and the Applicant (“Appraiser”), residing at the address noted below.

BCAA, as Independent Appraiser Certification Programs (“IACP”), certifies appraisers, inspectors, examiners and other technical personnel that meet the guidelines and requirements for said specified programs.

Appraiser desires to obtain certification under the BCAA program.

In consideration of the mutual covenants hereinafter stated, the parties agree as follows:

1. Appraiser agrees to comply with all of the program policies and requirements. Appraiser agrees and understands that BCAA shall be the sole judge of whether the Appraiser has the appropriate qualifications to become certified, remain certified, or to be recertified.
2. The Appraiser agrees not to make any misrepresentations concerning the Appraiser’s certification status or the program. The Appraiser agrees not to perform any acts, which directly or indirectly assist a third-party in making any misrepresentation relating to the IACP.
3. The Appraiser understands and agrees that the IACP is designed to assist users in identifying Appraisers who have satisfied the minimum qualifications specified in the applicable industry standards and that BCAA does not warrant or guarantee the competency of any Appraiser certified under this program. The Appraiser agrees not to mislead customers or the public with regard to the scope and/or purpose of said programs.
4. The Appraiser authorizes BCAA to release information to regulatory agencies, current or potential employers, or other interested parties concerning the Appraiser’s certification status. BCAA agrees to take reasonable measures to ensure that any information that is released is accurate; however, BCAA does not warrant or guarantee the accuracy of any information that is released and specifically disclaims any liability relating to the release of this data.
5. The Appraiser understands and agrees that the Appraiser’s certification will not be renewed unless the Appraiser satisfies all of the program requirements for renewal and submits the appropriate recertification application and renewal fee to BCAA within the time frame specified by BCAA.
6. Appraiser understands and agrees that BCAA may modify the requirements for an Appraiser to obtain, maintain, or renew the certification at any time. If BCAA requirements are modified, BCAA shall determine the date by which the new requirements become effective. Appraiser agrees to comply with the modified requirements within the deadline specified by BCAA. BCAA agrees to attempt (but assumes no duty) to notify Appraiser of significant changes to the program by either giving notice: (1) at the Appraiser’s last known address, or (2) the Appraiser’s last known e-mail address, or (3) by posting the changes on the BCAA website. It is the responsibility of the Appraiser to notify BCAA of address changes. The failure of BCAA to notify Appraiser of a renewal date or modification of the program does not relieve the Appraiser of the responsibility to file a timely renewal application or to comply with new certification requirements. It is the responsibility of the Appraiser to obtain this information by contacting BCAA or by checking the BCAA website for updates.
7. If any action or proceeding is brought fourth by BCAA to enforce, protect or establish any right or remedy with respect to this Agreement or with respect to the subject matter of this Agreement, BCAA shall be entitled to recover reasonable attorney’s fees and cost provided that it is the prevailing party. Appraiser agrees to indemnify BCAA for any losses or damages resulting from the breach of the terms of this Agreement by the Appraiser.
8. The Appraiser agrees and understands that BCAA may terminate an Appraiser’s certification if BCAA determines that the Appraiser has: (1) made material errors, omissions, or misrepresentations on the application or in documents submitted to BCAA, or (2) violated any terms or conditions of this Agreement or any IACP policies or requirements, BCAA also may terminate the program at any time and for any reason deemed appropriate by BCAA. Upon termination, with or without cause, of any rights or authority conferred by this Agreement, or upon expiration/termination of the Appraiser’s certification, Appraiser agrees to return all certification documents to BCAA within 30 days.

