



Property Owner/Representative	Residence Phone	Other Phone
Address	City	Zip
		XX - XXXX - S/S # - Last 'four'

## Agreement

This agreement, entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ between \_\_\_\_\_, Property Owner/Representative (Owner) and OpsMiami, LLC (D/B/A Open Permit Services), (Agent), for consulting services to be performed by Agent, pertaining to the expired/open building permits, and/or un-permitted work, on record for the above referenced property. Agent will research public records to identify the specifics of the open permit(s) and/or un-permitted work and obtain copies of the Permit Inspection History and/or Contractor related information for each open permit. Additionally, Agent will research archived and microfilmed libraries to obtain certified copies of the permitted plans and/or repair lists. Further, it is understood and agreed that no guaranty is offered as to how much time it may take to close said permits, or even the ability to close said permits, as there is no way of knowing what building code violations, if any, may exist or what corrections may be required of contractors in order to bring the work up to the standards of the Florida Building Code and qualify for a final inspection. In that regard, fees will be charged as follows:

Phase One: Research Building Department records and obtain information pertaining to the open permit(s) as defined above and obtain certified copies of the original application(s) and/or plan(s) to determine work necessary to close said permit(s). Fee: **\$ 575.00 .**

Phase Two: Commence work toward closing the permit(s) as defined above, by coordinating efforts between professionals (engineers, architects, contractors, etc.) to complete the job and call for final inspection. Fee: **\$ 500.00** per permit plus: Official fees for items such as, but not limited to, archive research, copies of microfilmed documents, permits, etc. and professionals' fees (Engineers, Contractors, etc.) and/or Building Department fees, as well as costs (time and materials) attributable to any additional requirements by the Building Official to close a particular permit that are not considered standard and customary in agents normal practice such as, but not limited to, curing Building Department violations, permitting previously un-permitted work, additional meetings or conferences with building department inspectors or supervisors, plus costs attributable to making corrections, obtaining additional materials and/or documentation required, etc., **plus 10% overhead and 10% profit.** (See page 2 for sample fees.) Code Violations, Illegal Structures, Zoning Variances, etc., are billed and treated separately and in addition to open permits. Note: The 'per-permit' fee for Permitting and/or Legalizing previously un-permitted or illegal work is subject to a 50% surcharge. Further, Owner agrees that the Final Inspection will not take place until his/her account is current, or payment arrangements have been made, and that any delinquent balances will be assessed a late fee equal to one and one half percent per month of that unpaid balance. Additionally, in the event of litigation, Agent shall be entitled to recover reasonable attorney's fees and costs from Owner.

Note: Professionals' fees shall be determined after their review of the job scope referred to above and will be in addition to the fees charged by Open Permit Services of Florida, Inc. Owner may, at his/her election, retain his/her own professionals. Where owner is retaining Agent's professionals, it may be required that said fees be paid in advance, unless otherwise agreed between the parties. Additionally, with Owner's approval, Agent may attempt to involve original contractor(s), in order to mitigate Owner's expense.

The above is agreed to by:

Property Owner/Representative	Date	Agent	Date
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Following are permits believed to be open or required at this time:

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Retainer in the amount of \$ \_\_\_\_\_ received this date: \_\_\_\_\_ By \_\_\_\_\_, Agent

16325 Braeburn Ridge Trail Delray Beach, FL 33448 - 954-354-6999

**NOT REPRESENTED TO BE A LICENSED CONTRACTOR, ENGINEER, REAL ESTATE ATTORNEY or REALTOR**

# Sample Menu of Additional Fees & Services Charged by Others

Following are examples of some of the fees which may be incurred during the permit closing process. Please note that this schedule is provided only as an example of some of the additional items for which we may be charged by outside agencies and/or Miami-Dade County, and is not intended to be interpreted as a statement of charges that will apply to your account. Additionally, while some of the charges are exact, most are only intended to give you some idea of what the costs **could** be.

<b>Microfilm:</b> Copies from the Archives	Search per permit     \$ 18.75 Certified Copy per page     7.50
<b>Permit Fee:</b> charged by the Building Department when reissuing and/or renewing an expired, open permit	Per permit     130.00 and up
<b>Re-Inspection Fee:</b> charged by the Building Department when previously rejected work requires yet another inspection.	Per permit     72.00 and up
<b>Roof Inspection Report Signed &amp; Sealed:</b> when required by a Building Department official and performed by a licensed professional	Per system     300.00 and up
<b>Permit Assumption Fee:</b> when the services of a licensed contractor are required, before the permit can be reissued, and the original contractor is no longer in business.	Per permit     300.00 and up
<b>Engineering Field Tests &amp; Inspections:</b> by a licensed Testing Laboratory and/or Engineer. This report must be signed and sealed by a licensed engineer.	Per Inspection     300.00 and up
<b>Engineer's 'As Built Letter':</b> when required by code before an expired permit can be reissued	Per Letter     300.00 and up
<b>Permit Revision Fee:</b> when original plans must be revised in order to comply with current code and/or the "As Built" condition.	Per permit     220.00 and up

I have received a copy of this schedule and understand that **some** of these additional charges **could** apply to my account.

Additionally, I agree to pay Agent, and those professionals which are provided by Agent, for services rendered, on a C.O.D. basis. And, I will reimburse Agent for the above charges as they are incurred. Failure to reimburse Agent for these expenses may result in delays in obtaining a final inspection and, thus, the closure of the permit. Further, it is understood that if there is any balance not paid within 30 days of the completion of the project, Agent may proceed to place a mechanic's lien on the subject property.

Acknowledged and Agreed to by: \_\_\_\_\_  
Property Owner/Representative

### AUTHORIZATION TO PAY FROM ESCROW

In consideration for extending credit, where Agent has done so in an effort to expedite the closure process, I authorize our Escrow Agent, \_\_\_\_\_, to pay any and all invoices submitted by Agent for work performed and/or services rendered, where it can be verified that the previously expired or open subject permit issue has been cured.

Acknowledged and Agreed to by: \_\_\_\_\_  
Property Owner/Representative