

It is highly recommended you have your attorney review this contract before you use it!

This contract contains legal obligations. Please read each section. If you have any questions, stop the work and consult an attorney. This contract contains a binding arbitration clause that may be enforced by either party. This contract is solely with the estimator/consultant who countersigns this contract, not with any other third party involved with the project.

Right of Entry: I warrant that I or my agents have made all necessary arrangements for the consultant to enter and survey the property that is the subject of this agreement.

Participation: I have been encouraged to participate in the consulting process and accept responsibility for incomplete information should I elect not to participate in the inspection. My participation shall be at my own risk in the case of falls, injuries, property damage, etc.

Scope of Work: The work to be performed is two parts. Part one is a feasibility study, which will determine if the project is feasible to do. Part two will be a more detailed estimate of all work needed and/or requested. Both parts have associated charges separate of each other. Please refer to the fees section of this contract and the attached price schedule for a more detailed explanation of all fees.

WHEREAS: The client employs consultant as independent contractors providing estimating/consulting services, expertise and guidance for improvements to an existing structure and/or future construction at address listed below. The inspection and estimate is limited to all visible and apparent conditions on subject premises. The inspection and estimate specifically does not include any latent or other unexposed conditions. Weather conditions limiting the extent of the construction will not result in additional burden to the consultant. Any additional services or expenditures necessitated by the weather conditions will be incurred at the expense of the client.

- I understand that estimating construction projects is an imperfect endeavor, and can be accomplished according to a variety of depths and costs. Accordingly, certain items will be sampled randomly. I further understand that hidden damages, concealed conditions, public record examinations, building code evaluations, engineering inspection, environmental surveys, and pest inspections are beyond the scope of the standard consultation.
- I accept that certain things will be randomly sampled and that hidden damages and conditions, public records, codes, engineering, pest, and environmental checks are beyond the scope of the standard estimation.
- Customers who desire more extensive information or reporting, requiring more time or specialized skill, should arrange for those services independently, or may contract for those services separately, or via this consultant.

RISK ASESMENT: I understand that this work cannot accurately and completely assess all risks, detect all flaws, predict all occurrences, or make assurances. I accept the risk inherent to this agreement and will not burden estimator/consultant with such risk. I understand that this agreement shall not be constructed to act as a warranty, guarantee, or insurance policy. I will independently purchase such instruments from others should I desire. I waive all claims against estimator/consultant for the lack of more extensive investigation and follow through with a specialist on any problem noted, including confirmation of any cost approximations.

CONSTRUCTION DOCUMENTS: I accept that the services for which I am contracting herein is not a substitute for proper engineering studies. I waive all claims against the estimator/consultant for not completing a more extensive investigation or for failing to follow through with a specialist on any problems noted including, but not limited to, confirmation of any cost approximations. I further understand that I am solely responsible for engaging any services suggested by estimator/consultant or his representative.

ARIBITRATION: Any controversy or claim arising out of, or relating to this contract, or any breach thereof, shall be settled by binding arbitration in accordance with the Rules of the American Arbitration Association, and judgment may be entered in any court having jurisdiction thereof. Property and equipment related to any dispute will be made available for viewing and arbitration purposes.

SEVERABILITY: If an arbitrator or a tribunal determines that any portion of this contract is unenforceable as written or construed, that portion will be severable and the remainder of the contract shall be enforced as though the unenforceable provision did not exist.

LIABILITY: In the event of any claim against the estimator/consultant, liability shall be limited to the fee paid to the estimator/consultant by the client minus costs expended for computer processing. Repairs or replacement accomplished without consultation with, or notification in writing to estimator/consultant completely relieves the estimator/consultant and his representatives of any and all liability arising thereunder.

THIRD PARTY LIABILITY: I request this estimate/consultation for my confidential use only. I will indemnify and hold harmless the estimator/consultant for any resulting damages should any third party rely on said confidential information.

ATTORNEY'S FEES: If I make any claim against estimator/consultant or his agents individually or jointly for any alleged error, omission, or other act arising out of this contract and fail to prevail in such claim, I will pay all attorney's fees, arbitrator's fees, legal expenses, travel costs, court costs, expert witness expenses, third party investigation expenses and any other additional costs incurred by estimator/consultant or agent in the defense of said claim

FEES: The fee for the feasibility study shall be \$200.00. The fees for the work write-up are outlined in the fee schedule as are other associated fees. Please refer to the fee schedule below for the scheduled fee information. The undersigned understands the fees stated in this contract and in the fee schedule below, and further agrees to pay the final amount

COMPENSATION: It is possible that the purchase of the property for which the estimate was performed may not go to closing. While you could normally be compensated from your loan at closing for some of all expenses incurred under this contract, these expenses are not refundable from the estimator/consultant.

Estimator/consultant is authorized to submit any unpaid balance to escrow or the lender for payment at closing.

I certify that I have carefully read this contract, signed my initials where indicated and agree to be bound by all provisions and clauses contained herein.

Client:

Date:

Estimator/Consultant: _____

Date: _____

Address where work is to be performed: City State Zip _____

Consultants Fee Schedule
Based on the Amount of Rehabilitation work required

Amount of Rehab Work	Consultants Fee
\$5,001 - 7,500	\$400.00
\$7,501 - 15,000	\$500.00
\$15,001 - 30,000	\$600.00
\$30,001 - 50,000	\$700.00
\$50,000 - 75,000	\$800.00
\$75,001 - 100,000	\$900.00
\$100,000 to HUD Limit	\$1,000.00

PERMITS AND/OR CERTIFICATIONS REQUIRED

Date: _____

Borrower Name: _____

Loan No. _____

Property Address: _____

Permit(s) are required to begin work on the repairs outlined in the Specification of Repairs (works write up). Copies of the permits **must be attached** to the first draw request for renovation funds to be disbursed.

Certification(s) are required after work has been completed. Copies of the certifications **must be attached** to the final draw request for renovation funds to be disbursed.

PLEASE CHECK **ALL** OF THE APPROPRIATE BOXES THAT APPLY FOR THE PROJECT ON THE ABOVE REFERENCED LOAN:

Permits Required Prior to First Draw	Certification Required After Work Completed
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		General Building Permit		
		HVAC		
		Roofing		
		Well		
		Electrical		
		Plumbing		
		Septic		
		Lead & Asbestos		
		Termite (Clearance)		
		Other:		
		Not Required for the project		

	March 24, 2017
Consultant Signature	Date

Consultant Printed Name

BORROWER(S) CERTIFICATION:

I (we) understand that I (we) (are) responsible for obtaining the required permits and city/local building authority inspections for the above items, and that no monies will be released from the rehab escrow account for the items requiring permits until I (we) have provided a copy of the permit with the draw request documentation.

Borrower Signature	Date

Borrower Signature	Date
Renovation: Permit Info	