



SOLID GROUND

CONSULTING ENGINEERS, PLLC

Engineering Innovation; Providing Solutions to Your Challenges.

Agreement for Engineering Assessment Between

Solid Ground Consulting Engineers, PLLC and _____ (client)
for the Visual Evaluation of _____ (scope)
at _____ (location)

Solid Ground Consulting Engineers, PLLC (SGCE) agrees to complete a limited, non-invasive visual evaluation pertaining to the scope listed above. The client agrees that this limited assessment is only of the conditions and areas that are readily accessible and visible from the ground at the time of the site visit only. Components that are not exposed to view, concealed, inaccessible because of soil, walls, floors, carpets, ceilings, furnishings, or any other obstruction are not included in this evaluation. The client assumes all risk for conditions which are concealed from view at the time of the assessment. This initial assessment does not include any intrusive investigation, destructive testing, dismantling, exhaustive analysis, or design beyond the preparation and delivery of the written report. The client acknowledges and agrees that the client may purchase a more extensive inspection at a greater fee.

The client agrees that the report is based upon the professional's opinion as a result of the site visit findings and does not attest to the accuracy of design, compliance with codes, or selection of materials. Furthermore, the client agrees that the report is not an insurance policy, guarantee, warranty of adequacy, performance, condition of the property, or a substitute for a real estate transfer disclosure.

Limitation of Liability. In the event SGCE is determined by a court order to be liable to the client for any reason whatsoever, then SGCE's liability is limited to liquidated damages in the amount equal to the fee paid by the client under this Agreement. The liquidated damage provision is not intended as a penalty but is intended to reflect that actual damages may be difficult to ascertain and to enable SGCE to perform the inspection at the stated fee. The client waives any and all claims for consequential, exemplary, special or incidental damages for the loss of the use of the structure. In the event the client claims damages and is unsuccessful at proving such, the client agrees to pay all attorney's fees and costs incurred by SGCE in defense of such claim.

SGCE and the client agree that if any court should declare that any portion of this Agreement is void, voidable, or unenforceable, that the remaining provision and portions shall remain in full force and effect. Furthermore, in any judicial interpretation of this agreement, no provisions shall be construed more strictly against the party who prepared the agreement.

By initialing here (____) the client acknowledges that the assessment and the report are for the sole, confidential and exclusive use and benefit of the client only.

By initialing here (____) the client agrees that no action may be brought to recover damages against SGCE, its, employees, agents, etc. more than one (1) year after the date of the initial site visit. Time is of the essence.

By initialing here (____) the client authorizes SGCE to use its discretion for future use and reference (marketing, education, reinspection, etc.) of the assessment and report after a period of one (1) year from the date of the initial site visit.

SGCE and the client agree that the assessment and report will be completed for the fee or hourly rate of \$_____.

All fees are due no later than the completion of the site visit. Once the fees are received the report will be delivered electronically within 10 business days.

By initialing and signing this document the client acknowledges that they have read and understood this entire agreement. Additionally, the client agrees to pay the fee listed above.

Date: _____

Client: _____

SGCE: _____