
PROFESSIONAL SERVICES AGREEMENT

CLIENT AND CONSULTANT AGREE AS FOLLOWS:

1. Client agrees to compensate Consultant for its services according to the Consultant Fee Schedule incorporated herein. Consultant reserves the right to increase the fees set forth in the Consultant Fee Schedule at reasonable intervals.
2. Client agrees to provide Consultant with any and all documents necessary to identify the ownership, location and condition of the Property, including, but not limited to, deeds, maps, title information, and permits; and to obtain for Consultant the authorization of the owner to enter upon the Property for the purpose of conducting Consultant's services thereon.

GENERAL PROVISIONS

1. **Ownership of Work Product.** Client acknowledges that all original papers, documents, maps, surveys, and other work product of Consultant, and copies thereof, produced by Consultant shall remain the property of the Consultant. Consultant shall have the unrestricted right to use any such work product without the consent of the Client. Client further acknowledges that its right to utilize the Service and work product performed pursuant to this Agreement will continue only so long as the Client is not in default pursuant to the terms and conditions of this Agreement.
2. **Use of Work Product.** Client agrees not to use or permit any other person to use final maps, exhibits, legal descriptions, surveys, or other work product prepared by consultant, which Work Product is not final and which is not signed, and stamped or sealed by Consultant. Client agrees that Consultant is not responsible for any such use of non-final Work Product and waives any right to claim liability against Consultant therefore. Client further agrees that final Work Product is for the sole use of Client for the specific purpose described in this agreement.
3. **Changes in Work Product.** In the event the Client agrees to permit or authorize changes in the documents prepared by Consultant pursuant to this agreement. Client acknowledges that such changes and the effects thereof are not the responsibility of the Consultant and Client agrees that Consultant is automatically released from any and all liability arising therefrom and further agrees to defend, indemnify and hold harmless Consultant, its officers, directors, principals, agents and employees from and against all claims, demands, damages or costs arising therefrom.
4. **Copyright.** All Work Product identified in this Agreement as within the scope of Services of Consultant, shall be deemed protected as if such Work Product was within the protections of the general copyright law of the United States as well as California, whether or not such work product actually so is copyrighted and without regard to whether or not such copyright law actually applies to such Work Product.
5. **Billing.** All fees and other charges attributable to this Agreement will be billed by Consultant monthly and shall be due and payable by Client at the time of billing. Client agrees that all billings from Consultant to Client are correct, conclusive, and binding on Client unless Client, within 10 days from the date of such billing, notifies Consultant in writing of its objection stating that alleged inaccuracies, discrepancies, or errors in the billing. In the event Client notifies of such objection, Client shall nevertheless pay the billed amount and address such objection thereafter.
6. **Payment By Others.** If payment for Consultant's Services is to be made on behalf of the Client by a third-party, including a lender, Client agrees that Consultant shall not be required to indemnify the third party in the form of any endorsement or otherwise, as a condition to Consultant's right to receive payment for Services. This Agreement shall not be conditioned upon financing. Client represents that it has adequate funds for the payment of Consultant fees, and the validity of this Agreement is not dependent upon Client obtaining financing, or on any other condition.
7. **Late Charges.** The parties agree that a charge of 1.5 percent per month (18 percent per annum) will be assessed on balances over 30 days old. This rate represents a reasonable estimate of fair compensation for the foreseeable losses that might result from late payment.
8. **Suspension or Termination of Performance.** If Client fails to pay Consultant within 30 days after invoices are rendered, Client agrees Consultant shall have the right to consider such default in payment a material breach of this Agreement, and upon written notice, the duties, obligations, and responsibilities of Consultant under this Agreement may be suspended or terminated at Consultant's sole option.
9. **Early Termination Release.** Consultant has a right to complete all Services agreed to be rendered pursuant to this contract. In the event this Agreement is terminated before the completion of all Services, unless Consultant is responsible for such early termination, Client agrees to pay Consultant the full contract price and that any such termination shall automatically release Consultant from any liability for any Services performed.
10. **Changed Conditions.** In the event the Client discovers or becomes aware of changed field or other conditions which necessitate clarification, adjustments, modifications or other changes, Client agrees to notify Consultant and engage Consultant to prepare the necessary clarifications, adjustments, modifications or other changes to Consultant's Services before further activity proceeds. Further, Client agrees that any construction contracts for any projects which involves

Consultant's Work Product shall include a provision that requires the contractor to notify Client of any changed field or other conditions after which Client shall timely notify Consultant.

11. **Locating, Referencing or Resetting Monuments.** In the event Consultant is required to locate, reference, or reset any monument in order to comply with Section 8771 of the Business and Professions Code, or any other statute, rule or ordinance, the cost shall be paid by Client as extra services. In addition, Client shall pay costs incurred in the preparation of documents related to locating, referencing or resetting monuments.
12. **Records of Survey.** Client acknowledges and agrees that if Consultant provides surveying services, which require the filing of a Record of Survey in accordance with Business and Professions Code Section 8762, all costs of preparation, examination and filing of such Record of Survey will be paid for by Client as extra services.
13. **Restaking.** In the event that Consultant's staking is destroyed, damaged or disturbed by an act of God or parties other than Consultant, the cost of restaking shall be paid for by Client as Additional Services.
14. **Payment of Costs.** Client shall pay the costs of inspection fees, zoning and annexation application fees, assessment fees, soil engineering fees, soil testing fees, aerial topography fees, and all other fees, permits, bond premiums, title company charges, blueprints and reproductions, and all other charges not specifically covered by the terms of this Agreement. In the event all or any portion of the Services are suspended, and restarted, client agrees to pay consultant as extra service, any additional expense or service as a result of suspension of the Services.
15. **Delays.** Consultant is not responsible for delay caused by activities or factors beyond Consultant's control. In the event such delays occur, Client agrees to save and hold Consultant harmless therefore.
16. **Lien Rights.** This Agreement shall not be constructed to alter, affect or waive any lien or stop notice right or other remedy, which Consultant may have for the performance of Services pursuant to this Agreement. Client agrees to separately provide to Consultant the present name and address of the record owner of the Property on which Consultant with the name and address of any and all persons, including lenders, who are entitled to receive a preliminary notice.
17. **Hold Harmless.** Client agrees to be solely and completely responsible for job-site conditions during the course of Consultant's performance. Client further agrees to defend, indemnify and hold Consultant harmless from any and all liability, real or alleged, in connection therewith, except liability arising from the sole negligence or willful misconduct of Consultant.
18. **No Representations.** Consultant makes no representation concerning any estimated quantities or calculated areas or costs made in connection with maps, documents or other Work Product other than that all such calculations and estimates are estimates only and Consultant shall not be responsible for fluctuations therein. It is the responsibility of Client to verify these matters.
19. **No Warranties.** Consultant makes no warranty, either express or implied, as to its findings, recommendations, or professional advice except that the service was performed pursuant to generally accepted standards of practice in effect at the time of performance.
20. **Advisory Only.** Consultant shall only act in an advisory capacity to Client in governmental relations. Client shall be responsible for all decision-making activities therein.
21. **Venue.** In the event either party institutes any proceeding shall be brought and adjudicated in the county in which the Consultant's principal place of business is located, and the client waives the right to bring, try or remove such action to any other county or judicial district.
22. **Attorney's Fees.** If any proceeding is brought to enforce or interpret the provisions of this Agreement, the prevailing party therein shall be entitled to receive from the losing party therein, its reasonable attorneys' fees, which fees shall be set in the same proceeding, in addition to any other relief to which it may be entitled.
23. **Costs of Dispute Resolution.** In the event that Client institutes a proceeding against Consultant, either directly or by way of cross-complaint, including a claim for indemnity, for alleged negligence, error, omission, or other failure to perform, wherein: (a) Client fails to obtain a judgment or award in Client's favor, (b) the action is dismissed, or (c) judgment or award is rendered for Consultant, Client agrees to pay Consultant immediately following the proceedings all costs of defense, including, but without limitation, reasonable attorney's fees, expert witness fees, court costs, and any and all other expense of defense.
24. **Inurement.** This agreement be binding upon the heirs, executors, administrators, successors and assigns of Client and Consultant.
25. **Acceptance and Commencement.** By execution of this Agreement Client accepts the terms hereof, acknowledges receipt of a copy hereof, including all exhibits, and authorizes Consultant to proceed with the Services. In the event Client is not the owner of the Property, Client represents that Client has obtained permission from said owner for Consultant to proceed.

CONSULTANT FEE SCHEDULE

All services are performed on a Time and Materials basis at the following Rates.

2 Person Survey Crew	200./hour
1 Person Survey Crew	150./hour
Land Surveyor	120./hour
Draftsman	90./hour
Clerical	50./hour