



# Agreement

This is an Agreement ("Agreement") between The L and R Group, LLC ("COMPANY") and the client listed above ("CLIENT"), collectively referred to herein as the "PARTIES." CLIENT agrees to employ the COMPANY to perform miscellaneous environmental services and analysis services.

- I. Services of COMPANY under this Agreement will be performed in a manner consistent with that level of care and skill ordinarily exercised by members of the Profession currently practicing under similar conditions in the locality of the Project.
- II. CLIENT acknowledges services rendered. If technical services, CLIENT acknowledges billing minimums of 2 hours, per visit. Total inspection hours are as necessitated by the contractor's/client's schedule and local, state and federal regulation requirements, and are not the responsibility of COMPANY. Administrative and/or management time for report review and preparation, schedule changes, and other project related activities will be added to the inspector's/technician's time.
- III. CLIENT agrees to pay invoices within 30 days. Delinquent invoices incur interest charges of 1.5% per month. CLIENT agrees that all costs related to collection of overdue amounts shall immediately become due and payable to Consultant. Collection costs shall include, without limitation, legal fees, collection agency fees and expenses, court costs, collection bonds and reasonable Consultant staff costs at standard billing rates for Consultant's time spent in efforts to collect. This obligation of the CLIENT to pay Consultant's collection costs shall survive the term of this Agreement or any earlier termination by either party.
- IV. CLIENT shall promptly pay for and be responsible for the removal and lawful disposal of samples, cuttings and hazardous substances, unless other arrangements are mutually agreed to in writing. CLIENT shall take custody of all equipment installed during an investigation by COMPANY, and shall take any and all necessary steps for the proper maintenance, repair or closure of such equipment at CLIENT's expense if so requested by COMPANY.
- V. In recognition of the relative risk of the CLIENT and COMPANY on the project, CLIENT agrees, to the extent permitted by law, that COMPANY's liability to the CLIENT, in any way arising out of this Agreement, shall be limited to 100% of the total fees and costs paid to COMPANY, or \$25,000, whichever is less.
- VI. Venue of any action arising out of or in connection with this agreement shall be in Ada County, Idaho. For purposes of any such litigation, each of the parties hereby consents to the jurisdiction of the state and federal courts in Ada County, Idaho.
- VII. Services provided pursuant to this Agreement are solely for the use and benefit of the CLIENT. No other person or entity is to rely on the services, opinions, recommendations, plans, or specifications provided pursuant to this Agreement without the express written consent of COMPANY.
- VIII. COMPANY makes no representations regarding any potential findings, conclusions, or recommendations on conclusion of COMPANY's services. COMPANY expressly disclaims all warranties, expressed or implied as to findings, recommendations, specifications or professional advice.
- IX. Limitation of Liability: It is understood the COMPANY and the laboratory are not insurers and that the inspection, laboratory analysis, and report shall not be construed as a guarantee or warranty of any kind. The CLIENT agrees to hold the COMPANY and their respective officers, agents and employees harmless from and against any and all liabilities, demands, claims, and expenses incident thereto for injuries to persons and for loss of, damage to, destruction of property, cost of repairing or replacing, or consequential damage arising out of or in connection with this inspection.
- X. Any legal action arising out of this Agreement or its subject matter must be commenced within one year from the date of the Inspection or it shall be forever barred. The CLIENT understands that this limitation period may be shorter than the statute of limitations that would otherwise apply.
- XI. Litigation: PARTIES agree that any litigation arising out of this Agreement shall be filed only in the Court having jurisdiction in the County in which the COMPANY has its principal place of business. If COMPANY is the substantially prevailing party in any such litigation, the CLIENT shall pay all legal costs, expenses and attorney's fees of the COMPANY in defending said claims.
- XII. Severability: If any court having jurisdiction declares any provision of this Agreement to be invalid or unenforceable, the remaining provisions will remain in effect.

Entire Agreement: This Agreement represents the entire agreement between the PARTIES. No statement or promise made by the COMPANY or its respective officers, agents or employees shall be binding.

CLIENT has carefully read the Agreement, understands it, and voluntarily agrees to it.