



Independent Consultant Agreement for Estimating Services

This Agreement is made between _____ ("Client") with a principal place of business at _____ and Epic Estimates Inc ("Consultant"), with a principal place of business at P.O. Box 2111, Moses Lake, WA 98823.

1. Services to be performed: Consultant agrees to perform the following services on Client's behalf on a per project basis:

- a. Develop scope/estimate on assigned projects.
- b. Special projects as agreed on between Client and Consultant.

2. Payment: In consideration for the services to be performed by Consultant, Client agrees to pay Consultant at the following rates:

- Estimates: See attached Rate Schedule (page 3)
- Special Projects: \$125.00 per hour (billed in 15 minute increments)

3. Terms of Payment: Upon completing Consultant's services on a per project basis under this Agreement, Consultant shall submit an invoice. Client shall pay Consultant unless otherwise mutually agreed between Client and Consultant.

4. Late/Non-Payment: If invoices are not paid within the Terms outlined above, services will stop immediately and no further work product will be released to Client until all past-due invoices are paid in full.

5. Expenses: Client shall reimburse Consultant for the following expenses that are directly attributable to work performed under this Agreement:

- Travel expenses (other than normal commuting) including airfares, hotel expenses, meals during overnight travel, and rental vehicles. Mileage expenses (other than normal commuting expenses) will also be reimbursed at the current government rate.
- Printing and reproduction costs.
- Other expenses resulting from the work performed under this Agreement.

Consultant shall submit an itemized invoice of Consultant's expenses. Client shall pay Consultant within 10 days from the date of each invoice.

6. Term of Agreement: This agreement will become effective when signed by both parties and is automatically renewed on a per project basis. This agreement will terminate on the earlier of:

- 180 calendar days from the last project estimate/bid date, or
- the date a party terminates the Agreement as provided below.

7. Terminating the Agreement: With reasonable cause, either party may terminate this Agreement effective immediately by giving written notice of cause for termination. Reasonable cause includes:

- a material violation of this Agreement,
- or nonpayment of Consultant's compensation after 10 days written demand for payment. Consultant shall be entitled to full payment for services performed prior to the effective date of termination.

8. Independent Contractor Status: Consultant is an independent contractor (not a construction general contractor), not Client's employee. Consultant and Client agree to the following rights consistent with an independent contractor relationship.

- Consultant has the right to perform services for others during the term of this Agreement.
- Consultant has the sole right to control and direct the means, manner, and method by which the services required by this Agreement will be performed.
- Consultant is not responsible for the completion of the construction project and/or any of the contractor's contracts.

9. Exclusive Agreement: This is the entire Agreement between Consultant and Client.

10. Resolving Disputes: If a dispute arises under this Agreement, the parties agree to first try to resolve the dispute with the help of a mutually agreed-upon mediator in Grant County in the State of Washington. Any costs and fees other than attorney fees associated with the mediation shall be shared equally by the parties. If it proves impossible to arrive at a mutually satisfactory solution through mediation, the parties agree to submit the dispute to a mutually agreed-upon arbitrator in Grant County in the State of Washington. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction to do so. Costs of arbitration, including attorney fees, will be allocated by the arbitrator.

11. Limited Liability & Hold Harmless: This provision allocates the risks under this Agreement between Consultant and Client.

Consultant's pricing reflects the allocation of risk and limitation of liability as follows: Consultant's total liability to Client under this Agreement for damages, costs, and expenses shall not exceed \$300.00 or the compensation received by Consultant on a per estimate/special project basis under this Agreement, whichever is less. However, Consultant shall remain liable for bodily injury or personal property damage resulting from grossly negligent or willful actions of Consultant while on Client's premises to the extent such actions or omissions were not caused by Client.

NEITHER PARTY TO THIS AGREEMENT SHALL BE LIABLE FOR THE OTHER'S LOST PROFITS OR SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, WHETHER IN AN ACTION IN CONTRACT OR TORT, EVEN IF THE PARTY HAS BEEN ADVISED BY THE OTHER PARTY OF THE POSSIBILITY OF SUCH DAMAGES.

Client shall indemnify Consultant and hold it harmless from and against any and all claims, damages, losses and expenses, including court costs and reasonable fees and expenses of attorneys, arising out of or resulting from any action by a third party that is based on any negligent act or omission or willful conduct of Client and which results in: (a) any bodily injury, sickness, disease or death; (b) any injury or destruction to tangible or intangible property (including computer programs and data) or any loss of use resulting therefrom; or (c) any violation of any statute, ordinance, or regulation.

12. Notices: All notices and other communications in connection with this Agreement shall be in writing and shall be considered given as follows:

- when delivered personally to the recipient's address as stated on this Agreement;
- three days after being deposited in the United States mail, with postage prepaid to the recipient's address as stated on this Agreement, or
- when sent by electronic mail, such notice is effective upon receipt provided that a duplicate copy of the notice is promptly given by first class mail, or the recipient delivers a written confirmation of receipt.

13. Conflict of Interest: Consultant will not perform work for multiple clients on the same job/project this includes writing competing estimates for any aspect of any job and any client. Consultant will not disclose any information about any jobs assigned to Consultant from any company to Client's competitors.

14. Confidentiality: Consultant acknowledges that it will be necessary for Client to disclose certain confidential and proprietary information to Consultant in order for Consultant to perform duties under this Agreement. Consultant acknowledges that any disclosure to any third party or any misuse of this proprietary or confidential information would irreparably harm Client. Accordingly, Consultant will not disclose or use, either during or after the term of this Agreement, any proprietary or confidential information of Client without Client's prior written permission except to the extent necessary to perform services on Client's behalf.

Proprietary or confidential information includes:

- the written, printed, graphic, or electronically recorded materials furnished by Client for Consultant to use;
- any written or tangible information stamped "confidential," "proprietary," or with a similar legend or any information that Client makes reasonable efforts to maintain the secrecy of;
- business or marketing plans or strategies, customer lists, operating procedures, trade secrets, design formulas, know-how and processes, computer programs and inventories, discoveries and improvements of any kind, sales projections, pricing information; and
- information belonging to customers and suppliers of Client about whom Consultant gained knowledge as a result of Consultant's services to Client.

Consultant shall not be restricted in using any material that is publicly available, already in Consultant's possession, known to Consultant without restriction, or rightfully obtained by Consultant from sources other than Client.

15. No Partnership: This Agreement does not create a partnership relationship, although Client authorizes Consultant to negotiate claims on Client's behalf. Client does not have the authority to enter in contracts on the Consultants behalf.

16. Applicable Law: This Agreement will be governed by the laws of the State of Washington.

Signatures

Client:

By: _____ Date _____

Typed or Printed Name: _____ Title: _____

Consultant:

By: _____ Date _____

Typed or Printed Name: Ben Justesen Title: Owner Epic Estimates, Inc