Professional Services

# Terms and Conditions

The Morin-Cameron Group, Inc. (MCG) shall perform the services outlined in this agreement for the stated fee arrangement.

## ACCESS TO SITE: Unless otherwise stated, MCG will have access to the site for activities necessary for the performance of the services. MCG will take reasonable precautions to minimize damage due to these activities, but has not included in the fee the cost of restoration of any resulting damage.

## FEE: The total fee, except stated lump sum, shall be understood to be an estimate, based upon Scope of Services, and shall not be exceeded by more than ten percent, without written approval of the Client. Where the fee arrangement is to be on an hourly basis, the rates shall be those that prevail at the time services are rendered.

## BILLINGS/PAYMENTS: Invoices for services and reimbursable expenses shall be submitted, at MCG’s option, either upon completion of the services or on a monthly basis. Invoices shall be payable within 30 days after the invoice date. A service charge of 1.5% (or the legal rate) per month will be applied to the unpaid balance after 60 days. In addition, if payment is not received within 60 days, MCG has the right to stop work, and the client shall indemnify and hold harmless MCG against all damages resulting from such stoppage. The Client agrees to pay all costs of collection attributed to late payment, including reasonable attorneys’ fees. Retainers shall be distributed on each invoice based on the estimated percentage of each scope of services item completed.

## HIDDEN CONDITIONS AND HAZARDOUS MATERIALS: A condition is hidden if concealed by existing finishes or is not capable of investigation by reasonable visual observation. If MCG has reason to believe that such a condition may exist, the Client shall authorize and pay for all costs associated with the investigation of such a condition. If (1) the Client fails to authorize such investigation after due notification; or (2) if MCG has no reason to believe that such a condition exists, then MCG shall not be responsible for the existing condition nor any resulting damages to persons or property. MCG shall have no responsibility for the discovery, presence, handling, removal, disposal or exposure of persons to hazardous materials of any form.

## INDEMNIFICATION: MCG and the Client mutually agree, to the fullest extent permitted by law, to indemnify and hold each other harmless from any and all damage, liability or cost (including reasonable attorneys’ fees and defense costs) to the extent caused by their own negligent acts, errors or omissions and those of anyone for whom they are legally liable, and arising from the project that is the subject of this agreement. Neither party is obligated to indemnify the other in any manner whatsoever for the other’s own negligence.

## RISK ALLOCATION: In recognition of the relative risks and benefits of the project to both the Client and MCG, the Client agrees, to the fullest extent permitted by law, to limit MCG’s total liability to the Client, for any and all damages or claim expenses (including attorneys’ fees) arising out of this agreement, from any and all causes, to the total amount of MCG’s fee or other amount agreed upon when added under Special Conditions.

### TERMINATION OF SERVICES: This agreement may be terminated upon 10 days written notice by either party should the other fail to perform their obligations hereunder. In the event of termination, the Client shall pay MCG for all services, rendered to the date of termination, all reimbursable expenses, and reasonable termination expenses.

## OWNERSHIP OF DOCUMENTS: All documents produced by MCG under this agreement, either original or digital, shall remain the property of MCG and may not be used by this Client for any other purpose without the written consent of MCG. Client agrees to indemnify and hold harmless MCG from any claims that arise due to the reuse, misuse or alterations of the work documents.

## DISPUTE RESOLUTION: Any claim or dispute between the Client and MCG shall be submitted to non-binding mediation, subject to the parties agreeing to a mediator(s). Unless otherwise specified, this agreement shall be governed by the laws of the principal place of business of MCG.

**NOTICE OF IMPORTANT RIGHTS:** Under the Federal Fair Debt Collection Practices Act, you are required to be given the following notices: (1) unless you dispute the validity of this debt or any portion of it within thirty days after receipt of this notice, the debt will be assumed to be valid by us; (2) if you notify us in writing within this thirty-day period that the debt or any portion of it is disputed, we will mail a copy of verification of debt to you and (3) upon your written request within this thirty-day period, we will provide you with confirmation that this office is the original creditor. If you request proof of the amount you owe, within the thirty-day period that begins with the receipt of this letter, we will suspend our efforts to collect the debt until the requested information is mailed to you.