Sample Green Home Survey Contract

**2010**

**INDEPENDENT CONSULTANT AGREEMENT**

This Independent Consultant Agreement is made as of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_, 20\_\_ by and

between \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (“Consultant”) located at

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (“Client”) located at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

1. **Description of Services**
2. Consultant is engaged in the business of providing Green Consulting Services to residential clients. Consultant will undertake and perform a Green Home Survey, during which Consultant will survey, walk-through, or walk upon required areas of the interior and/or exterior of Client’s residence in order to provide recommendations to identify any area(s) within or upon said residence to improve the efficiency of energy or water usage of said residence. Consultant will provide to Client any such efficiency improvements findings in a written report entitled Green Home Survey Report. Consultant will provide said Report to Client by no later than \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ upon the conclusion of the Green Home Survey.
3. It is mutually agreed that Consultant will perform said Green Home Survey services in a manner prescribed solely by Consultant, and Client will have no right or authority to alter or limit said services in any manner whatsoever.
4. The Green Home Survey will be conducted on or around \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, \_\_\_, 20\_\_, at \_\_\_:\_\_\_ [AM/PM]. It estimated that the Green Home Survey will take approximately \_\_\_\_ minutes for Consultant to perform. Client agrees to provide unimpeded access to all areas in or upon said residence to Consultant in this timeframe. It is mutually agreed that if Client fails to provide access to all areas Consultant deems necessary to provide the Green Home Survey services in this timeframe, than Consultant need not provide findings for those areas in his Green Home Survey Report, and said report will be considered complete.
5. **Compensation for Services**
6. Client agrees to remit \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ dollars($\_\_\_.\_\_). Green Home Survey and Green Home Survey Report, payable upon the signing of this Agreement. Failure to remit this fee may result in termination of this Agreement or other such appropriate action as otherwise determined by Consultant.
7. **Representations and Warranties**
8. Consultant warrants and represents to Client that Consultant is free to enter into this Agreement and that this does not violate any agreement heretofore made by Consultant. Consultant shall be fully responsible for all of his or her verbal and written statements made regarding the aforementioned services. It is mutually understood and agreed to that although Consultant’s services are intended to, when properly enacted by Client, help Client to save money on Client’s future energy and water bills, Consultant expressly does not guarantee any specific energy, water, or monetary savings as a result of Client’s implementation of Consultant’s recommendations, and makes no representation or warranty that Client will save any particular sum of money, and that any such savings, if any, may depend on a number of factors over which Consultant and/or Client has no control, including but not limited to: (1) Client’s geographic location; and, (2) the size of Client’s residence and property; and, (3) the current energy and water consumption of Client; and, (4) Client’s local utility rate structures; and, (5) the types of fuel(s), appliances, equipment, and heating and cooling systems used by Client; and, (6) the extent to which Client has made previous said improvements to Client’s residence; and, (7) Client’s diligence in implementing and maintaining the recommendations provided, if any, by Consultant.
9. Consultant shall not be responsible for any negligent or wrongful acts or omissions on Consultant’s part that results in injury, damage, or loss to Client or to any other person. Client agrees to indemnify and defend Consultant and Consultant’s directors, officers, employees, and agents, if any, against, and hold them harmless from, any and all claims, demands, liabilities, judgments, administrative actions or proceedings, fines penalties refunds, costs, and expenses, including but not limited to reasonable attorney’s fees and from any losses whatsoever (including damage to reputation and loss of business) incurred by Client as a result of Consultant’s: (1) recommendations as provided in the Green Home Survey or Green Home Survey Report for any equipment or product changes and/or purchases; and/or (2) recommendations as provided in the Green Home Survey or Green Home Survey Report for any third-party vendors, including, but not limited to, plumbers, electricians, carpenters; and/or, (3) other home repair or home service personnel, whether such vendors are specified by name or implied; and/or (4) negligent or wrongful acts or omissions that result in injury, damage, or loss to any person. This provision shall survive the termination of this Agreement. Client agrees to indemnify and hold Consultant harmless against and from any and all claims, demands, actions and right of action that shall or may arise by virtue of anything done or admitted to be done by Consultant through or by its agents, employees, or other representatives, if any, outside the scope or in breach of the terms of this Agreement. Client shall promptly notify Consultant if Client knows the existence of any claim, demand, action, or right of action.
10. Client fully understands that the Eco Institution, a San Diego training company, has provided educational services only to Consultant, and that Eco Institution is in no way a party to this Agreement, nor does Eco Institution have any business affiliation whatsoever with Consultant as it pertains to this Agreement, nor does Consultant represent Eco Institution, nor does Eco Institution represent Consultant. It is further understood and mutually agreed that Eco Institution is in no way responsible for any negligent or wrongful acts or omissions on Consultant’s part, whether such actions results in injury, damage, or loss to Client or to any other person or to any property. Client agrees to indemnify and defend Eco Institution and Eco Institution’s directors, officers, employees, and agents, if any, against, and hold them harmless from, any and all claims, demands, liabilities, judgments, administrative actions or proceedings, fines penalties refunds, costs, and expenses, including but not limited to reasonable attorney’s fees and from any losses whatsoever (including damage to reputation and loss of business) incurred by Client as a result of Consultant’s: (1) recommendations as provided in the Green Home Survey or Green Home Survey Report for any equipment or product changes and/or purchases; and/or (2) recommendations as provided in the Green Home Survey or Green Home Survey Report for any third-party vendors, including, but not limited to, plumbers, electricians, carpenters; or other home repair or home service personnel, whether such vendors are specified by name or implied; and/or (3) negligent or wrongful acts or omissions that result in injury, damage, or loss to any person. This provision shall survive the termination of this Agreement. Client agrees to indemnify and hold Eco Institution harmless against and from all claims, demands, actions and right of action which shall or may arise by virtue of anything done or admitted to be done by Consultant through or by its agents, employees, or other representatives, if any, outside the scope or in breach of the terms of this Agreement. Client shall promptly notify Eco Institution if Client knows the existence of any claim, demand, action, or right of action.
11. **Independent Contractor**
12. Consultant is hereby retained by Client as an independent contractor and not as an employee of Client. As an independent contractor, Consultant shall be solely responsible to pay all applicable taxes, if any, arising from payments made to Consultant by Client.
13. Consultant is not a director, employee, officer or assign of Eco Institution, nor is Eco Institution a party to this Agreement, as specified in Paragraph 3-C.
14. **Postponement and Termination**
15. Should an affirmative decision be made by Client to postpone, delay, or terminate Consultant services after signing this Agreement and/or after providing payment to Consultant as stipulated in Paragraph 2, above, it is understood and mutually agreed that Consultant is entitled to said payment in-full, and that Consultant is not obligated to begin or continue or complete or re-schedule said services at any other day and/or time.
16. **Jurisdiction**
17. The laws of the State of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ hereunder shall in all respects govern this Agreement and performance. The parties agree that any controversy or claim arising out of or relating to this Agreement or a breach thereof shall be brought only in a court of competent jurisdiction in \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ County.
18. **Performance and Severability**
19. The performance of the terms of this Agreement and of Client’s obligations hereunder shall not breach any separate Agreement by which Client is bound. Should any provision of this Agreement be found to be invalid by a Court of Law with relevant jurisdiction (as specified Paragraph 6), said invalidity will not affect the other provisions of this Agreement, which shall remain in full force.

The Parties hereto intending to be legally bound hereby have executed this Agreement on

the day and year above first written.

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| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Consultant Name & Title  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Company Name  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Client Name  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Client Address  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date |