



# Appendix 1 – Agreement for Emergency Professional Services

Front	
Client:	
Address:	
Consultant:	
Address:	
Date:	
Project No.:	
Project Name and Location:	
Description of the services to be provided (or listed on the attached Exhibits numbered ____):	
Professional fee: \$ _____ or basis of compensation:	
Payment terms:	
Retainer (payable upon execution of this Agreement): \$ _____	
Special Conditions:	
<b>The Terms and Conditions on the reverse of this form, when initialed by both parties, are incorporated and made a part of this Agreement.</b>	
Offered by (Consultant):	
Signature _____	Date _____
Printed name/title _____	
Name of consulting firm _____	
License # _____	
Accepted by (Client):	
Signature _____	Date _____
Printed name/title _____	
Name of client _____	

**Reverse**

**Terms and Conditions**

**Performance of Services:** The Consultant shall perform the services outlined on the reverse side of this Agreement (or listed on the attached Exhibits numbered \_\_\_\_ ) in consideration of the stated fee and payment terms.

**Additional Services:** For additional services that are available to the client but not included above, the Consultant shall be compensated as follows:

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**Excluded Services:** Services not set forth on the reverse side of this Agreement (or on the above-referenced Exhibits) are specifically excluded from the scope of the Consultant’s services.

**Access to Site:** Unless otherwise stated, the Consultant will have access to the site for activities necessary for the performance of the services. The Consultant 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 and will not be responsible for such costs.

**Retainer/Billing/Payment:** The Client agrees to pay the Consultant for all services performed and all costs incurred. Prior to providing services, the Client shall deposit a retainer of \$\_\_\_\_\_ with the Consultant. Invoices for the Consultant’s services shall be submitted, at the Consultant’s option, either upon completion of such services or on a monthly basis. Invoices shall be due and payable upon receipt. If any invoice is not paid within 15 days, the Consultant may, without waiving any claim or right against the Client, and without liability whatsoever to the Client, suspend or terminate the performance of services. The retainer shall be credited on the final invoice. Accounts unpaid 30 days after the invoice date may be subject to a monthly service charge of 1.5% (or the maximum legal rate) on the unpaid balance. In the event any portion of an account remains unpaid 60 days after the billing, the Consultant may institute collection action, and the Client shall pay all costs of collection, including reasonable attorneys’ fees.

**Indemnification:** The Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Consultant, his or her officers, directors, employees, agents and subconsultants from and against all damages, liabilities or costs, including reasonable attorneys’ fees and defense costs, arising out of or in any way connected with the Consultant’s providing emergency services under this Agreement, excepting only those damages, liabilities or costs arising directly from the sole negligence or willful misconduct of the Consultant.

**Waiver:** In addition, the Client agrees, to the maximum extent permitted by law, to waive any claims against the Consultant arising out of the performance of these emergency services, except for the sole negligence or willful misconduct of the Consultant.

**Information for the Sole Use and Benefit of the Client:** All opinions and conclusions of the Consultant, whether written or oral, and any plans, specifications or other documents and services provided by the Consultant are for the sole use and benefit of the Client and are not to be provided to any other person or entity without the prior written consent of the Consultant. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of any third party against either the Consultant or the Client.

**Certifications, Guarantees and Warranties:** The Consultant shall not be required to execute any document that would result in the Consultant certifying, guaranteeing or warranting the existence of any conditions.

**Limitation of Liability:** In recognition of the relative risks and benefits of the Project to both the Client and the Consultant, the risks have been allocated such that the Client agrees that, to the fullest extent permitted by law, the Consultant’s total liability to the Client for any and all injuries, damages, claims, losses, expenses or claim expenses arising out of this Agreement from any cause or causes, shall not exceed \$\_\_\_\_\_. This limitation shall apply regardless of the cause of action or legal theory pled or asserted.

Initialed: \_\_\_\_\_ Consultant \_\_\_\_\_ Client \_\_\_\_\_

**Ownership of Documents:** All documents produced by the Consultant under this Agreement are instruments of the Consultant’s professional service and shall remain the property of the Consultant and may not be used by the Client for any other purpose without the prior written consent of the Consultant.

**Dispute Resolution:** Any claims or disputes between the Client and the Consultant arising out of the services to be provided by the Consultant or out of this Agreement shall be submitted to nonbinding mediation. The Client and the Consultant agree to include a similar mediation agreement with all contractors, subconsultants, subcontractors, suppliers and fabricators, providing for mediation as the primary method for dispute resolution among all parties.

**Termination of Services:** This Agreement may be terminated at any time by either party should the other party fail to perform its obligations hereunder. In the event of termination for any reason whatsoever, the Client shall pay the Consultant for all services rendered to the date of termination and all reimbursable expenses incurred prior to termination and reasonable termination expenses incurred as the result of termination.

**It is agreed that the above Terms and Conditions are incorporated into and made a part of the Agreement on the reverse side of this sheet.**

Initialed: \_\_\_\_\_ Consultant \_\_\_\_\_ Client \_\_\_\_\_

*Caution: The clauses that appear on this form are examples only and do not consider variations in law among local jurisdictions. Consult your attorney for legal advice on specific wording applicable in your jurisdiction.*




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