

Jansen Engineering, PLLC

jgjansen@verizon.net

GENERAL CONDITIONS

72 Colburn Drive
Poughkeepsie, NY 12603
845-505-0324

INVOICES	Jansen Engineering, PLLC (<i>Jansen Engineering</i>) will submit a voucher with a final bill upon completion of services. The final bill is due upon presentation and is past-due forty-five (45) days from the invoice date. CLIENT agrees to pay a finance charge equal to one percent per month (12 percent annually) for late payment.
RIGHT OF ENTRY AND SAFE ACCESS	CLIENT will furnish right-of-entry and safe access for <i>Jansen Engineering</i> to perform appropriate and necessary surveys, and/or to conduct other explorations. <i>Jansen Engineering</i> will perform its services with reasonable care to minimize damage to property. Some damage is, however, frequently unavoidable and the cost of repairing such damage is not included in the fee unless stated.
UTILITIES	CLIENT or its agent shall be responsible for arranging for the delineation of all utility lines and subterranean structures within the limits of the Project. CLIENT agrees to hold <i>Jansen Engineering</i> harmless for damage to utilities and subterranean structures that are not correctly located by or for CLIENT.
LIMITATION OF LIABILITY	<i>Jansen Engineering</i> shall not be responsible for any loss, damage or liability arising from any act or omission by CLIENT, its agents, staff, other consultants, independent contractors, third parties, or other working on the Project over which Jansen Engineering has no supervision or control.
STANDARD OF CARE AND WARRANTY	Services performed by <i>Jansen Engineering</i> under the Agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the applicable profession(s) currently practicing under similar conditions. No other warranty, expressed or implied, is made. <i>Jansen Engineering's</i> interpretations or recommendations will be based upon the results of test borings, surveys and other investigative work. CLIENT recognizes that surface and subsurface conditions elsewhere in the Project area may differ from those areas explored by <i>Jansen Engineering</i> , and that such conditions may change over time. <i>Jansen Engineering</i> will not be responsible for the interpretation or use by others of data developed by <i>Jansen Engineering</i> .

PROJECT SITE CONTROL	CLIENT agrees to maintain general control over the Project Site and to provide safe working conditions for <i>Jansen Engineering's</i> on-site workers, to the extent required by law. In addition, to the extent that it is applicable, CLIENT agrees that, in accordance with generally accepted construction practices, the construction contractor will be required by CLIENT to assume sole and complete responsibility for site conditions during the course of the Project, including safety of persons and property. CLIENT further agrees to defend, indemnify and hold <i>Jansen Engineering</i> harmless from any and all liability, real or alleged, in connection with the performance of work on the Project, excepting liability arising directly from the negligence of <i>Jansen Engineering</i> .
NOTICES	Oral communications shall be confirmed in writing by and between both parties.
SUSPENSION AND TERMINATION	This Agreement may be terminated by either party upon seven (7) days written notice in the event of substantial failure of performance by either party or if CLIENT suspends work for a period of more than three (3) months. In the event of termination, <i>Jansen Engineering</i> shall be paid for services performed prior to the date of receipt of the termination notice by either party, plus the cost of completing analysis, records and reports necessary to document the Project status at the time of termination.
DISPUTE RESOLUTION	<i>Jansen Engineering</i> and CLIENT shall attempt to settle disputes arising under this Agreement by discussion between the parties' senior representatives or management. If any dispute can not be resolved in this manner, within a reasonable length of time, the parties agree to attempt non-binding mediation or other methods of alternative dispute resolution prior to filing any legal proceedings. In the event any legal actions are brought to enforce this Agreement, the prevailing party shall be entitled to recover all reasonable costs, attorney fees and other claim-related expenses.
ENTIRE AGREEMENT	These General Conditions shall be used in combination with a Service Agreement, signed Proposal between <i>Jansen Engineering</i> and CLIENT, and/or a signed Contract. The applicable combination of documents shall constitute the entire Agreement between the parties and shall supersede any other Agreement between the parties relating to the Project. In case of conflict or inconsistency between the General Conditions and any other contract documents, the General Conditions shall control.

AMENDMENT	This Agreement may be amended by mutual consent of both parties. Such
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	amendment shall be in written form and executed by said parties.
ASSIGNMENT	Except for assignments (a) to entities that control, or are controlled by, the parties hereto, or (b) resulting from operation of law, the rights and obligations under this Agreement cannot be assigned by either party without written permission of the other party. In such event, this agreement shall be binding upon and inure to the benefit of any permitted assigns.
NO WAIVER	No waiver by either party of any default by the other party in the performance of any particular section of this Agreement shall invalidate any other section of this Agreement or operate as a waiver of any future default, whether like or different in character.
NO THIRD PARTY BENEFICIARY	Nothing contained in this Agreement, nor the performance of the parties hereunder, is intended to benefit, nor shall inure to the benefit of, any third party, including CLIENT's contractors, if any.
SEVERABILITY	The various terms, provisions and covenants herein contained shall be deemed to be separate and severable, and the invalidity or unenforceability of any of them shall not affect or impair the validity or enforceability of the remainder.
AUTHORITY	The persons signing this Agreement warrant that they have the authority to sign as, or on behalf of, the party for whom they are signing.