



## Consultant Service Agreement

1. INITIAL WALK-THROUGH AND FEASIBILITY STUDY. The Consultant will accompany the Client(s) (or the Client(s)'s agent and/or contractor) during a walk-through of the property, during which the property will be initially analyzed for compliance with the 203(k) Rehabilitation Mortgage Insurance Program. The Consultant will recommend repairs, modifications that, in the Consultant's opinion, will be necessary to comply with the 203(k) program requirements. Consultant will assist the Client(s) with determining the project is feasible and the obtaining of a contractor by providing a preliminary work write-up and contractor bid package that describes the proposed rehabilitation and identifies the line item work and estimated cost of the project. The fee for the preliminary work write up and contractor bid forms will be deducted from the fee for the Work Write Up. The total fee charged at the time of this initial walk-through includes the fee for the feasibility study.

2. WORK WRITE-UP AND DRAW REQUEST. The Consultant will assure that the Specifications of Repairs and the Draw Request are properly prepared and delivered to the lender in accordance with HUD requirements and according to "time is of the essence" principles. The Client(s) and the Consultant are aware that on HUD-owned properties where the Client(s) has been awarded the bid, that the architectural exhibits, the Specifications of Repairs, and the Draw Request from should be delivered to the Lender within 15 calendar days from the award date of the bid. The Consultant shall assist the borrower by providing any and all exhibits required by the lender as licensed.

3. INSPECTIONS. The Consultant will track, monitor, and review all inspections performed on the property prior to closing. This includes, but is not limited to, mechanical inspections, engineering inspections, termite inspections, and local government inspections. Client(s) guarantees that the Consultant will be exclusive firm employed to perform Draw Inspections that will occur after the closing of the loan. Client(s) further agrees to a home inspection to be performed by Consultant (or other employee of firm) as per HUD-92564-CN. This inspection will be completed according to the licensing requirements of the State of New Jersey and / or the Standards of Practice of InterNACHI. This inspection may occur before, during or after the consultation appointment.

4. AGREEMENT DURATION. The Consultant will perform all services described herein, from the date of this agreement to the closing of the loan with the Lender. With the approval of the Lender, this agreement can

be terminated with the mutual consent of the parties.

5. INDEMNIFICATION. For work performed by the Consultant or contracted to third parties by the Consultant during this agreement, or after termination of this agreement, the Client(s) agrees to indemnify, defend, and hold harmless the Consultant, or his/her employees, of and from all claims, actions, demands, damages, liability, and costs attendant to defending against the same brought or made for on account of any injuries or damages sustained by any person or persons or property, arising out of or occasioned by the acts of the Consultant, or his/her agents or employees. Patrick Werrell and Continuous Support LLC shall not be held responsible for any additional work required after our initial inspection of the property. Patrick Werrell and Continuous Support LLC will assume no liability over the amount invoiced in any case.

6. CONSULTANT FEE. A non-refundable fee of \$400 is charged for the services of Initial Walk-through and Feasibility Study described in this agreement. The release of said fee is due at or before the time of the appointment to Consultant from client(s). Three hundred dollars (\$300.00) of the fee paid for the Initial Walk-through and Feasibility Study will be deducted from the total due for the Work Write Up. The fee for the Work Write Up Package will be due from client(s) prior to release of the paperwork to the lender. Once the Work Write Up has been delivered, client(s) will be provided 1 (one) revision to the scope of work at no extra cost. Any future revisions based on changes to the scope of work or cost of the repairs will require a payment of \$100 payable before the changes are completed. Any balance due shall be paid before loan closing. The 203(k) loan, if funded, may include financing of this Consultant fee. If financed, said fee will be credited to Client(s) for the amount prepaid to Consultant by Client(s) with any balance due to consultant disbursed to Consultant. There is also an additional \$25 charge for any returned checks. Any unpaid balances are charged at the rate of 1.5% per month after 30 days of loan closing. Any and all collection cost shall be the responsibility of the Client(s). The client(s) agrees to pay the Work Write Up fee based on the total repair amount of the project prior to delivery of this report. The total fee for the Work Write-Up is as follows:

Repairs less than \$ 7,500 Fee of \$ 450  
Repairs between \$ 7,501 and 15,000 Fee of \$ 550  
Repairs between \$ 15,001 and 30,000 Fee of \$ 650  
Repairs between \$ 30,001 and 45,000 Fee of \$ 750  
Repairs between \$ 45,001 and 60,000 Fee of \$ 800  
Repairs between \$ 60,001 and 75,000 Fee of \$ 850  
Repairs between \$ 75,001 and 100,000 Fee of \$ 950  
Repairs between \$100,001 and 125,000 Fee of \$1000  
Repairs between \$125,001 and 140,000 Fee of \$1250  
Repairs between \$140,001 and 180,000 Fee of \$1400  
Repairs between \$180,001 and up Fee of \$2000

An additional fee of \$50 will be assessed on the total Work Write-Up cost and all draw inspection fees for each additional unit within the deeded property (up to a HUD maximum of a four family dwelling)

7. DEFAULT. If the Client(s) fails to pay the monies due under this agreement, the Client(s) will pay the Consultant's costs to collect the monies due under this agreement, including (but not limited), its reasonable attorney's fee, expert witness fees, and cost of suit.

8. DISPUTE RESOLUTION. Client(s) agrees that any claim, for negligence, breach of contract or otherwise, be made in writing and reported to Company within ten (10) business days of discovery. Client(s) further agrees to allow Company the opportunity to re-inspect the claimed discrepancy, with the exception of emergency conditions, before Client(s) or Client(s)'s agents, employees, or independent contractor repairs, replaces, alters, or modifies the claimed discrepancy. Client(s) understands and agrees that any failure to notify Company as stated above shall constitute a waiver of any and all claims Client(s) may have against the company. Any legal action must be brought within one (1) year from the date of the inspection. Failure to bring said action within one (1) year of the date of the inspection is a full and complete waiver of any rights, actions or causes of actions that may have arisen therefrom. Time is expressly of essence herein. This time period maybe shorter than otherwise, provided for by law. Any dispute, controversy, interpretation or claim including claims for, but not limited to, breach of contract, any form of negligence, fraud, or misrepresentation arising out of, from or related to, this contract or arising out of, from or related to inspection or inspection report shall be submitted to final and binding arbitration under the Rules and Procedures of the expedited Arbitration of Home Inspection Disputes of Construction Arbitration Services Inc. The decision of the Arbitrator appointed thereunder shall be final and binding and judgment on the Award may be entered in any Court of competent jurisdiction.

9. INFORMATION RELEASE. The client(s) herein understands and approves the release of all documentation relating to this agreement to other parties associated with the closing of escrow on the loan and / or rehabilitation of the property and to all parties related to funding aspect. Client(s) grants permission to the Consultant to use photographs taken in connection with this consulting agreement in advertising and promotional material.

10. CLIENT(S)'S ATTENDANCE. The inspection service is conducted at the property. The physical on-site inspection of the property is a very valuable time of exchange of information between the Company and the Client(s). Any particular concern of the client(s) must be brought to the attention of the Company before the inspection begins. The written report will not substitute for client(s)'s personal presence during the inspection. It is virtually impossible to fully profile any building with any reporting system. Unless Client(s) attends and participates in the inspection process itself, the client(s) will have no chance of gaining all of the information that is offered. If Client(s) does not attend the inspection, this Agreement becomes effective upon commencement of the Inspection.

11. ADDITIONAL FEES AND PROVISIONS. Additional fees may be charged for the following services:

- \* Additional photographs at \$25 per set
- \* Desired changes in the scope of work requiring a new Specifications or Repairs at \$100 minimum.
- \* Preparation of change orders at \$100 each minimum (to be paid from available contingency reserve funds or by client(s) as needed)

\* Any additional inspections that may become necessary at \$150 minimum

\* Contractor Bid Meeting to introduce prospective contractors and client(s) at the property; facilitating the bidding process \$200

12. Introduction to Contractors. Consultant may provide at the request of the client(s) a list of qualified contractors who may be interested in bidding on the project. Any introductions that we facilitate between you and proposed contractor(s) is merely that- an introduction. It is not a recommendation, endorsement or guarantee of quality or performance. You should also seek out contractors on your own. We always recommend you perform your own due diligence (reference checking, etc.) on any contractor you plan to hire. Please pursue your interviews and negotiations with contractor(s) using your own judgment. Client(s) accept the above disclaimer and agree to hold harmless Consultant, their staff and offices for any actions of the contractor(s) retained. The contractors on the Consultant's list have successfully completed one or more 203k renovation projects within the past 6 months. That being said, different lenders have different validation criteria- a contractor who may be considered qualified and approved by one lender may fail to be accepted by another. As a 203k consultant, it is neither our responsibility nor obligation to provide contractors for client(s) renovation project. We provide this introduction as a courtesy to help expedite your renovation project.

13. CLIENT AGREES that this agreement will remain enforced for this and all future evaluations of this property for this borrower (including draw inspection services) and that signature of one party binds all parties to this agreement.