



GENERAL CONDITIONS 05/23/2017

Invoices will be issued on or about the 10th of each month, payable on receipt, unless otherwise agreed.

Interest of 1-1/2% (but not exceeding the maximum rate allowable by law) will be payable on any amounts not paid within 30 days, payment thereafter to be applied first to accrued interest and then to the principal unpaid amount. Any attorney's fees or other costs incurred in collecting any delinquent amount shall be paid by the Client. Express mail shipments, courier service, etc. is not included and will be invoiced as a reimbursable expense.

In the event payment for an invoice is not made within 45 days, Wilson Structural Consultants (WSC) reserves the right to notify the Client of our intention to stop work on the project.

In the event the Client requests termination of the work prior to completion, we reserve the right to complete such analyses and records as necessary to place our files in order and, where considered necessary by us to protect our professional reputation, to complete a report on the work performed to date. Such work will be completed at contracted hourly rates or per a previously agreed to lump sum.

In the event the Client makes a claim against WSC, at law or otherwise, for any alleged error, omission or other act arising out of the performance of our professional services, and the Client fails to prove such claim, then the Client shall pay all costs, including attorney's fees incurred by WSC in defending itself against the claim.

The only warranty or guarantee made by WSC in connection with the services performed hereunder is that we will use that degree of skill and care ordinarily exercised under similar conditions by reputable members of our profession practicing in the same or similar locality. No other warranty, expressed or implied, is made or intended by our proposal for consulting services, by our furnishing oral or written reports, or by furnishing drawings or specifications.

The outlined scope of services will be accomplished in a timely, workmanlike and professional manner by employees or agents of WSC at the fees quoted. If, during the execution of the work, we are required to stop operations as a result of changes in the scope of work requested by the Client, or others, additional charges will be applicable.

Sales tax, if applicable, shall be an additional charge to all hourly rates, fees and reimbursable expenses.

All work prepared by WSC is the property of WSC and may only be used for its intended purpose. Said work may not be used at any other location without written authorization from WSC.



This agreement is to be governed by the laws of the State of Florida. The venue for legal action arising out of this agreement shall lie exclusively in the Circuit Court in and for Sarasota County, Florida.

All fees quoted are valid for six months unless specified otherwise.

In recognition of the relative risks, rewards and benefits of the project to both the Client and Wilson Structural Consultants, the risks have been allocated so that the Client agrees that, to the fullest extent permitted by law, WSC's total liability to the Client for any and all injuries, claims, losses, expenses, damages and claims arising out of this agreement, from any cause or causes, shall not exceed the total amount of \$50,000.00, the amount of WSC's fee (whichever is greater), or other amount agreed upon when added under special conditions. Such causes include, but are not limited to, WSC's negligence, errors, omissions, strict liability, breach of contract, or breach of warranty.

Initials: _____ Date: _____