

Flooring Specialists

PO Box 7997 Citrus Heights, CA. 95621-7997

Phone: 916-967-0207 Fax 916-967-0207 Email: tchavey@yahoo.com

CONSULTING AGREEMENT

AGREEMENT made on this day of _____, 20__, by and between, Timothy E Chavey DBA Flooring Specialists hereinafter referred to as the "Consultant".

Those parties, (referred to as the "Company" requesting consultation are listed below

Name _____

Name _____

Name _____

Name _____

Project Name _____

WHEREAS, the Company desires to engage the services of the Consultant to perform for the Company consulting services regarding the functions for the operation as an independent contractor and not as an employee.

WHEREAS, Consultant desires to consult with the Board of Directors, the officers of the Company, and the administrative staff, and to undertake for the Company consultation as to the direction of certain functions in said management thereof;

NOW, THEREFORE, it is agreed as follows:

1. Term. The respective duties and obligations of the contracting parties shall be for a period of commencing on _____, 20__, and may be terminated by either party giving thirty (30) days' written notice to the other party at the addresses stated above or at an address chosen subsequent to the execution of this agreement and duly communicated to the party giving notice.

2. Consultations. Consultant shall be available to consult with the Board of Directors, the officers of the Company, and the heads of the administrative staff, at reasonable times, concerning matters pertaining to the organization of the administrative staff, the fiscal policies of the Company. The relationship of the Company with its employees or with any organization representing its employees, and, in general, the important problems of concern in the business affairs of the Company. Consultant shall not represent the Company, it's not Board of Directors, its officers or any other members of the Company in any transactions or communications nor shall Consultant make claim to do so.

3. Liability. With regard to the services to be performed by the Consultant pursuant to the terms of this agreement, the Consultant shall not be liable to the Company, or to anyone who may claim any right due to any relationship with the Corporation, for any acts or omissions in the performance of services on the part of the Consultant or on the part of the agents or employees of the Consultant, except when said acts or omissions of the Consultant are due to willful misconduct or gross negligence. The Company shall hold the Consultant free and harmless from any obligations, costs, claims, judgments, attorney's fees, and attachments arising from or growing out of the services rendered to the Company pursuant to the terms of this agreement or in any way connected with the rendering of services, except when the same shall arise due to the willful misconduct or gross negligence of the Consultant and the Consultant is adjudged to be guilty of willful misconduct or gross negligence by a court of competent jurisdiction.

4. Compensation. The Consultant shall receive a **fee of \$50.00 per hour, (2 hour minimum)** from the Company for the performance of the services to render to the Company pursuant to the terms of the agreement. Fees are based on hours spent researching, interviewing and travel. In addition, the Company shall reimburse the Consultant per diem, for any reasonable out of pocket expenses incurred by the Consultant pursuant to the terms of this agreement. The Consultant shall submit itemized statements of hours of services performed and expenses incurred during any particular month by the fifth (5th) day of the next succeeding month. The amount shall be paid to the Consultant by the fifteenth (15th) day of the latter month. *This consulting fee is for oral consultations only. Written reports including site visits, site testing and photographs are not to be misconstrued as consulting services. Written reports are listed under request for a flooring inspection.*

5. Retainer. If Company requires immediate access to Consultant a minimum retainer of \$ 500.00 will be paid Consultant by Company in advance of any consultations and will be applied by client in advance of any consultations on account of the fee for such consultations. Over payments in excess of the agreed upon \$50.00 per hour will be refunded within the following calendar month

6. Arbitration. Any controversy or claim arising out of or relating to this contract, or the breach thereof, shall be settled by arbitration in accordance of the rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator(s) shall be entered in any court having jurisdiction thereof. In the event that litigation results from or arises out of this Agreement or the performance thereof, the parties agree to reimburse the prevailing party's reasonable attorney's fees, court costs, and all other expenses, whether or not taxable by the court as costs, in addition to any other relief to which the prevailing party may be entitled. In such event, no action shall be entertained by said court or any court of competent jurisdiction if filed more than one year subsequent to the date the cause(s) of action actually accrued regardless of whether damages were otherwise as of said time calculable.

IN WITNESS WHEREOF, the parties have here unto executed this Agreement on the day of _____, 20__.

X _____	X _____
"Company"	"Consultant"
Company Name: _____	Consultant: Flooring Specialists

Print & Sign Name

Witness

Flooring Specialists

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Request for flooring inspection

Professional Flooring Consultant Timothy E Chavey DBA Flooring Specialists is hereby requested and authorized to inspect and report on the materials, workmanship, and jobsite conditions of the floors described herewith, in the following manner:

1. Gather and analyze pertinent data, jobsite conditions, installation procedures, and conditions of flooring at jobsite.
2. Conduct all possible research and collect necessary data to establish as many facts as possible regarding manufacturer, delivery, and installation of subject flooring.
3. Submit a written report, including observations, conclusions and recommendations within a timely manner after inspection and all available facts are established. Report will be submitted only to person signed below, for distribution at his or her discretion, or by subpoena.
4. Available for deposition or court testimony as an expert witness.

It is understood and agreed by all parties that:

1. The consultant is NOT responsible for:
 - a. Latent or hidden defects that could not be found by ordinary and reasonable inspection procedures.
 - b. Arbitration of claims. Settlement of complaints is strictly between the parties to the complaint.
 - c. Enforcing any agreements made between any parties.
 - d. Financial losses to anyone as a result of inspection and/or consultation.
 - e. The future performance of flooring, and incidental and consequential damages, if, or when, recommendations for correction prove ineffective.
2. Opinions expressed by the consultant are his/hers opinion alone, and are not authorized, approved or guaranteed by any firm or professional organization with which he may be affiliated.
3. All opinions will be submitted to retaining party ONLY.
5. Consultant will not refer any corrective work or material purchases to any person or firm in which he has an interest, and to maintain his independence, he will not accept any fees, commissions, or favors for any referrals.

SCHEDULE OF FEES: to be paid by client signed below:

Request for residential carpet inspection (1 to 3 items)	\$175.00
Request for commercial carpet inspection (1 to 3 items)	\$225.00
Large yardage or multiple conditions/concerns/time	\$50.00 extra/hour
Request for residential resilient flooring (1 to 3 items)	\$150.00
Request for commercial resilient flooring (1 to 3 items)	\$250.00
Specialty floor inspection, e.g. Cork, LVT, Bamboo	\$50.00 extra/hour
Woven carpet inspection e.g. Wilton, Axminster, Sisal etc.,	\$350
Hardwood inspection residential: Solid/Eng.	\$250.00
Hardwood inspection commercial: Solid/Eng.	\$350.00
Moisture Testing: following ASTM procedures (minimum 3)	\$110.00ea.

Travel/Mileage (Inspections over 200 miles round trip)
1st 50 miles no charge 1st hour travel no charge
Thereafter

Mileage: per mile traveled (round trip) \$1.00 mile
Travel: per hours driving (round trip) \$50.00 hour

Legal Fees (must be paid before or day of hearing)

Deposition/Arbitration \$225.00 per hour
Small Claims Court Appearance \$350.00 flat fee

Any/All fees/rates subject to change at any time

I accept the above disclosures, and authorize Timothy E Chavey DBA Flooring Specialists to proceed with consultation as outlined.

Client Name: _____ (Please Print)

Client Signature: _____

Date: _____

Please print and fax the inspection request form back to (916) 967-0207 to expedite inspection