

FRONTIER SURVEYING COMPANY AGREEMENT FOR PROFESSIONAL SERVICES

This agreement is made and entered into between **FRONTIER SURVEYING COMPANY** (Service Provider) and _____ (Client) effective this ____ day of _____(month)_____(year)

Client and Service Provider agree as follows:

1. Services Performed By Service Provider. Service Provider agrees to perform services at rates specified in 2. below. For each service request, Client must provide from an authorized client representative a written request for services in a Work Order or an email that should include a description of the work requested as well as the site location per 3. below.

2. Compensation By Client. Client agrees to compensate Service Provider for said services according to the schedule of payments attached hereto as Exhibit "A".

3. Site Location/Property. The location/property or lease upon which the services are to be performed is to be described in the written request from Client per 1. (Services Performed By Service Provider) above.

4. Documents Provided By Client. - Client agrees to provide Service Provider with any and all documents necessary to identify the ownership, location and condition of the property to be surveyed, including, but not limited to, deeds, maps, title information, and permits; and to obtain for Service Provider the authorization of the owner to enter upon the property for the purpose of conducting Service Provider's work thereon.

5. Ownership of Work Product. Client acknowledges that all original papers, documents, maps, surveys, and other work product of Service Provider, and copies thereof, produced by Service Provider pursuant to this Agreement, except documents which are required to be filed with public agencies, shall remain the property of Service Provider and shall remain confidential. Client further acknowledges that Client's right to utilize the services and work product performed pursuant to this Agreement will continue only so long as Client is not in default pursuant to the terms and conditions of this Agreement and Client has performed all obligations under this Agreement.

6. Billing. All fees and other charges attributable to this Agreement will be billed by Service Provider every 30 days or upon date of completion (whichever comes first) and shall be due and payable by Client within 30 days of the invoice date at the address of Service Provider listed below unless otherwise specified in this Agreement. Balances overdue shall accrue interest at 1.5% per month until paid. Claims arising from invoices must be made within 7 working days of invoice date. Contact our Billing Department at 361-881-8044, ext. 2023 for any questions regarding invoices.

7. Suspension or Termination of Performance. In addition to any other rights Service Provider may have for default of Client, if Client fails to pay Service Provider within thirty (30) days after invoices are rendered, Client agrees Service Provider shall have the right to consider such default in payment a material breach of this Agreement, and, upon written notice, the duties, obligations, and responsibilities of Service Provider under this Agreement may be suspended or terminated at Service Provider's sole option.

8. Change of Scope: Alterations. If the scope of the Services changes from the description set forth in 1. above and if such change will increase the cost of the Services or alter the time schedule for delivery of any portion of the work, Service Provider shall not perform such altered work until Service Provider

has received written notice signed by an officer or authorized representative of Client setting forth Client's approval of such alterations in a Change Order.

9. Payment of Costs. Client shall pay all costs, such as transportation expenses, zoning application fees, document fees, and aerial topography fees.

10. Delays. Service Provider is not responsible for delays caused by activities or factors beyond Service Provider's control, including but not limited to, delays caused by strikes, lockouts, work slowdowns or stoppages, accidents, acts of nature, failure of Client to timely furnish information or approve or disapprove Service Provider's work, or faulty performance by Client or others, including contractors and governmental agencies.

11. Attorney's Fees. If Client or Service Provider is a prevailing party in any legal proceeding brought under or with relation to this Agreement, such party shall be entitled to recover from the non-prevailing party all costs of such proceeding and reasonable attorney's fees.

12. Arbitration. All claims, disputes, and other matters in question arising out of or relating to this Agreement shall be submitted to binding arbitration and the parties hereto agree to execute and/or obtain the execution of all documents as may be necessary to submit such matters to arbitration. Unless otherwise agreed by the parties, said arbitration shall be in accordance with the rules and regulations of the American Arbitration Association.

13. Contractual Lien to Secure Payment- Client grants to Service Provider a contractual lien in addition to all constitutional, statutory, and equitable liens that may exist, on the property and all improvements thereon to secure payment of all compensation due Service Provider by Client as provided herein. Client grants Service Provider the authority and right to file a copy of this Agreement in the Records of the County where the property is located to give notice of Service Provider's lien rights.

14. Governing Law. This Agreement shall be construed and enforced in accordance with the laws of Texas.

15. Entire Agreement of Parties. This contract contains the entire agreement of the parties and cannot be changed except by their written agreement.

CLIENT

Company: _____

Contact Name: _____ Title _____

Primary Business Address: _____

City: _____ State: TX Zip: _____

Business Telephone: _____ Business Fax: _____

Contact Email: _____

Client EIN# (or Social Security # if individual): _____

Billing Address: _____

City: _____ State: TX Zip: _____

Billing Telephone: _____ Billing Fax: _____

_____ Date _____

Signature of Owner/President or Authorized Client Representative

Title _____

SURVEYOR

FRONTIER SURVEYING COMPANY

By: _____ Title: **Project Manager**

Address:

City: _____ State: **Texas** Zip: _____

Telephone **(866) 505-8044** Facsimile _____

Email: _____

President/CEO or Manager Survey Operations

Date _____

Title _____