

AGREEMENT BETWEEN

TND Engineering
and

_____ (Client)

Re:

The parties agree that TND Engineering is hereby engaged to perform professional services as are more particularly described on the preceding pages and that upon performance of said services, payment shall be made in accordance with this agreement; it is hereby further agreed that:

1. Billing shall be monthly, or twice monthly depending on the volume of services performed, and payment is due within twenty (20) days following date of billing, except that all and any disbursements ("out of pocket expenses") made in the performance of said services may be billed at any time and shall become due and payable upon said billing; and
2. A service charge on any balance exceeding thirty (30) days shall be made at the rate of one and one-half percent (1 1/2%) per month on any unpaid balance. Said service charge not to exceed eighteen percent (18%) per year; and
3. If collection of any debt resulting from performance of said professional services is required, the laws of the State of New Hampshire shall apply and the client shall be responsible for all costs, including attorney's fees, for such collection; and
4. All original plans, drawings, specifications, digital files and other instruments (hereafter "workproduct") shall remain the property of TND Engineering; and
5. All copies of said workproduct shall remain the property of TND Engineering until such time as the workproduct and the services involved in the preparation of said workproduct are paid for in full; and
6. This agreement is made for the express purposes of engaging TND Engineering and of securing and guaranteeing payment for all services rendered by TND Engineering pursuant to said engagement; and
7. Limitation of Damages: This is a commercial contract for services. In recognition of the nature and complexity involved in the performance of this contract by TND Engineering, the parties agree that damages for any breach, failure, or error of TND Engineering in performing under this contract, according to any duty or standard of care will most fairly be satisfied by prior agreement. Therefore, in the event of any error, breach, or failure of performance by TND Engineering, the liability of TND Engineering, and any damages therefor, shall be the greater of five hundred dollars (\$500) or the total paid to TND Engineering for those specific professional services rendered in connection with said error, breach, or failure to perform.

This agreement is comprised of the preceding page or pages, and, once fully executed, it represents the entire agreement of the parties. This agreement remains valid for a period of 15 days from the date first noted on the first page. TND Engineering reserves the right, in its

sole discretion, to accept or reject an executed copy of this contract received after this valid period.

IN WITNESS WHEREOF, the parties have hereunto set their hands below.

TND Engineering

Client

Chester "Rick" Chellman, P.E. Date
Principal

Duly Authorized Date
Title: _____