

GENERAL CONDITIONS

I. Standard of Care - The Client recognizes that Maine Coast Surveying services require decisions which are not based upon pure science but rather upon judgmental considerations, including the interpretation of legal documents. Maine Coast Surveying shall perform its services in accordance with the Standards of the Maine Board of Licensure for Professional Land Surveyors. Services are rendered without any other warranty, expressed or implied and Maine Coast Surveying shall be responsible solely for its own negligence.

Any Standard Boundary Survey in Maine may be subject to conditions beyond the control of the Surveyor. In the event that Maine Coast Surveying is unable to complete a Standard Boundary Survey because (in the opinion of Maine Coast Surveying) the existing record or field evidence is insufficient to complete the Standard Boundary Survey, Maine Coast Surveying shall issue a written Survey Report to the Client outlining the problem and possible resolution. The issuance of a Survey Report shall be evidence of the completion of the project.

II. Extension of Completion Date - In the event that Maine Coast Surveying is obstructed or delayed in the completion of said services by any act of the Client or the Client's agents or by any act beyond the control of Maine Coast Surveying including, but not limited to, inclement weather, illness, strikes, failure of equipment, unanticipated degree of difficulty encountered in performing said services or delay created within or by approving agencies, then the time herein fixed for the completion of the services shall be extended for a period of time equivalent to the time lost by reason of any or all of the aforementioned causes.

III. Ownership of Documents - All documents, including original drawings, estimates, specifications, field notes and data are and shall remain the sole and exclusive property of Maine Coast Surveying as Instruments of Service. The Client, may, at his expense, obtain record prints of drawings, in consideration of which the Client will use them solely in connection with the above described project and not for the purpose of making subsequent extensions or enlargements thereto.

IV. Compensation - Compensation for services will be in accordance with the method of charging for professional services specified in this document. Unless otherwise provided for, invoices will be issued monthly for services rendered and expenses to be reimbursed, and are payable upon receipt. Interest of 1-1/2% per month will be charged on accounts not paid within thirty (30) days, payment thereafter to be applied first to accrued interest and then to the principal unpaid amount.

Maine Coast Surveying reserves the right to terminate work in progress in the event that payment is not received in accordance with the payment provisions.

In the event it becomes necessary for Maine Coast Surveying to bring legal action to collect fees that are due, the parties agree that all legal fees and costs will be paid by the Client. The Client understands that the amount of the legal fees charged will be determined by Maine Coast Surveying's attorney and may be 1/3 of the amount of the fees due to Maine Coast Surveying.

V. Termination - The obligation to provide further services under this document may be

terminated by either party upon seven (7) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. In the event of any termination, Maine Coast Surveying shall be paid for all services rendered to the date of termination, all reimbursable expenses and termination expenses.

VI. Applicable Law - This document shall be governed by the laws of the State of Maine.