
General Business Terms - Cost Segregation Study

- A. **Services.** It is understood and agreed that Growth Management Group, LLC (hereinafter referred to as “GMG”) Services frequently include advice and recommendations, but all decisions in connection with the implementation of such advice and recommendations shall be the responsibility of the Client. In connection with its Services, GMG shall be entitled to rely on all representations, decisions, and approvals of Client and his representatives and agents. Client understands and acknowledges that neither GMG nor its employees, agents or representatives are providing legal Services in connection with this Agreement.
- B. **Payment of Invoices.** GMG invoices are payable and due upon receipt. Without limiting its rights or remedies, GMG shall have the right to terminate its Services and / or withhold the “product deliverable” until payment is received on all invoices. Should invoices not be paid within ten (10) days from the date of said invoice, GMG will charge an additional 1 1/2% of such outstanding invoice for each thirty day period that elapses once payment is due; this is limited to 18% per annum. If the Client fails to adhere to any portion of this provision, the audit defense provision as stated in the above Agreement will be deemed to be null and voidable at GMG’s sole discretion. The Client shall be liable to GMG for all costs and expenses of collection, including reasonable attorneys and paralegal fees, and court costs. GMG’s non-exercise of any rights or remedies, whether specified herein or as otherwise provided by law, shall not be deemed a waiver of any rights or remedies, nor preclude GMG from the future exercise of such rights or remedies. If a third party is accepting the Agreement as agent for the Client, such third party represents and warrants to GMG that it is duly authorized to bind the Client to the terms of the Agreement and guarantees payment for Services.
- C. **Reliance; Assignment.** GMG’s Services to defend Cost Segregation Study (CSS): Other than Client, Client’s CPA and any governmental entities, no other person or entity may rely on the report without the express written consent of GMG. Except as described above the Client shall not assign the Agreement, any report or any related work product, without the prior written consent of GMG. Any unauthorized reuse or redistribution of GMG’s work product or reports shall be at the Client’s and recipient’s sole risk, without liability to GMG. In the event of a challenge by a governmental agency of the report or opinions or conclusions stated therein, GMG shall, at no additional charge to Client, provide Services to Client to defend the report and the opinions and conclusions stated therein, including but not limited to giving testimony in legal proceedings.
- D. **Changes or Modifications in Scope of Agreement.** Should the scope of the Agreement change, GMG will prepare a Change Order outlining the necessary changes and the modification of fees. GMG will not proceed with the modified scope without Client’s prior approval. Fee increases resulting from Change Orders will be billed as noted above and due upon receipt.
- E. **Right of Entry; Force Majeure.** The Client shall arrange for the right of entry to the subject Property by GMG, its agents, employees, consultants, contractors and subcontractors, for the purpose of performing all acts as may be reasonably necessary to perform the Services within the agreed scope of work. GMG’s ability to comply with the schedule for performance described in the Agreement is contingent upon timely site access. GMG shall not be responsible for damages or delays in performance caused by force majeure, acts of God, events beyond the control of GMG, or events that could not have been reasonably foreseen and prevented.
- F. **Documents.** All reports, field notes, calculations, estimates and other documents, data or information prepared by or on behalf of GMG in connection with the performance of its Services (collectively, “Documents”), shall remain the sole property of GMG except that the reports produced as part of the Services shall become the property of the Client. All Documents prepared by GMG for the Client with respect to any property shall be used solely for the intended purposes described in the Agreement, and solely with the respect to the Property.

- G. **Client Representation.** All Client-supplied information is to Client's best knowledge and belief, correct and complete. GMG will not audit or otherwise verify the information provided by Client or third parties. This Agreement cannot be relied upon to disclose errors and irregularities, including fraud or misappropriation of assets that may exist. However, GMG will inform the Client of irregularities that come to its attention, unless they are inconsequential.
- H. **Indemnification.** Client agrees to and does hereby indemnify, save and hold harmless GMG, its officers, and directors,, employees, agents, partners, and successors and assigns from and against any and all claims, liabilities, injuries, damages, lawsuits, costs or expenses (including attorney's fees), of whatever kind and nature, arising out of or in connection with any false or materially inaccurate representations or documents provided by Client or its officers, directors, employees or agents. In no event will Client be responsible for cost or expenses incurred by GMG in defending its reports, opinions and conclusions. GMG will use its best judgement in applying tax, accounting, or other rules applicable to Services. In the event that there are conflicting, reasonable interpretations of the rules, GMG will advise Client and/or Client's CPA of potential strategies. Should Client elect strategies contrary to GMG's recommendations that result in additional taxes, penalties, fines, interest or any other damages, GMG will assume no responsibility for such costs.
- I. **Miscellaneous.** GMG is an independent contractor of the Client, and not the Client's agent. In the event that a dispute arises at any time between GMG and Client that cannot be resolved through discussion, Client agrees to submit to binding arbitration under the commercial arbitration rules of the American Arbitration Association. Neither Client nor GMG may claim or receive any amount defined as punitive, exemplary, or consequential damages. The arbitrator shall award the winning party in the dispute its reasonable costs, expenses, and attorney fees. The decision of the arbitrator shall be binding on both GMG and Client. However, if a claim has been made or is anticipated to be made by a third party relating to these Services, and that third party doesn't agree to arbitration, GMG or Client can elect not to arbitrate so that all claims may be decided in one forum. GMG's maximum liability from any disputed matter or legal action is limited or in the absence of GMG's negligence or willful misconduct, to the fee that is received from this Agreement with Client plus interest computed at 1 1/2% percent per month on the unpaid balance.
- J. **Cancellation.** In the event that Client elects to cancel this Agreement prior to the completion of the CSS, Client agrees to reimburse GMG at the rate of \$150 per hour plus expenses provided. The resulting fee shall not exceed that portion of the total fixed fee computed by dividing the number of hours expended by GMG by the total number of hours that would have been expended to complete the Agreement and multiplying the resulting quotient by the total fixed fee.