

Service Retainer Agreement

This signed agreement confirms that Stone Engineering Incorporated has been retained by the undersigned (Customer) to provide consulting engineering, investigative or diagnostic services. The nature and scope of the services to be provided by Stone Engineering Incorporated shall be agreed upon between the parties prior to the acceptance of assignment and commencement of any work.

The undersigned hereby acknowledges that he or she has the authority to retain Stone Engineering Incorporated to provide the aforementioned services, and this retention has been made with the full consent of his or her law firm, company or client. The undersigned further acknowledges that payment shall be made in a timely manner in accordance with the following terms and conditions:

- 1) Payment in full is due within 30 days of the invoice date. Delinquent accounts are charged an additional administrative service expense of \$40.00 and 1.5 % each month of the amount past due. The Customer will be charged a \$50.00 fee in addition to any bank charges incurred for each check returned unpaid. The Customer agrees to pay all costs of collection whatsoever, including reasonable attorney's fees and court costs.
- 2) Customer assumes liability as principal for payment of any invoice rendered in connection with the services performed for or on behalf of the Customer.
- 3) Dependent upon the scope and nature of work requested, Stone Engineering Incorporated may require an advance retainer from the Customer as a condition of acceptance for an assignment. The amount of retainer will be determined by Stone Engineering Incorporated based upon a preliminary estimate of labor, travel costs and materials required to successfully perform the requested services. In the event that actual costs exceed the value of the initial retainer, Customer assumes liability for the full outstanding balance. In the event that actual costs are less than the value of the initial retainer, Stone Engineering Incorporated will refund the balance to the Customer within 30 days of file closure.
- 4) Exhibits accepted into custody of Stone Engineering Incorporated on behalf of the Customer will be placed in secure commercial storage upon completion of final report unless written disposition instructions authorizing either return or disposal have been provided by the Customer. In cases where the exhibit has been accepted into custody of Stone Engineering Incorporated indefinitely pending arrangement by the Customer of a future joint examination with other interested parties, the exhibit will be placed into secure commercial storage upon receipt. Commercial storage is provided based upon 100 cubic foot unit storage volume increments, invoiced at quarterly intervals.

5) Stone Engineering Incorporated provides secure commercial storage of exhibits as a convenience to the Customer, and accepts no liability for inadvertent loss, damage, theft or destruction arising from fire or natural disaster.

6) Infrared inspections and radiometric measurements performed are valid for the prevailing conditions at the time of inspection, and may be subject to errors associated with adverse environmental conditions or unknown structural and material anomalies. While Stone Engineering Incorporated shall apply due diligence and standard of care in identification and diagnosis of thermal anomalies detected through the inspection performed, no warranty is either expressed or implied concerning the accuracy of the inspection results or the presence of physical or material defects.

7) Stone Engineering Incorporated and the Customer agree that any disputes arising out of this agreement or the services or testing provided by Stone Engineering Incorporated will be governed pursuant to the laws of the State of North Carolina. The parties specifically waive any objection to, and hereby consent to, jurisdiction and venue in the courts of Carteret County, North Carolina.

By my signature below, I confirm that I have read and understood the above Service Retainer Agreement, and that I agree to abide by the stated and implied conditions for retaining the services of Stone Engineering Incorporated in this matter.

Firm/Company: _____
Business Address: _____
City: _____ State: _____ Zip Code: _____
Phone Number: _____ Fax Number: _____
Printed Name: _____ Title: _____
Signature: _____ Date: _____

Please return completed form to:

Stone Engineering Incorporated
P.O. Box 2368
Morehead City, NC 28557
Fax: 252 247-9258