

Odic Environmental

Environmental Consulting & Real Estate Due Diligence
Sales Rep:

ORDER FORM/CONTRACT

888-ODICENV 888-634-2368, Fax 213-380-0505
Customer Service: Marissa Villarreal: marissav@odicenv.com

Product/Service Requested:

(Cost may increase due to distance, size of property, additional scope or short turnaround)

Report Delivery Options:

(Please complete 'Misc. Information' section below to ensure delivery)

Electronic Copy Emailed*
Printed Hard Copy Delivered or **
CD Delivered

*Copy sent to all email addresses on form
**2 Copy's (additional copies are \$100/each)

Client Information: *(this is who will be receiving the report)*

Name:

Address:

Company:

City:

Phone:

State:

Fax:

Zip:

Email:

Date:

Payment Terms:

Individuals: must provide Credit Card for hold. Complete payment can be by check or credit card (visa/MC). Odic must receive complete payment before we release the report. If paying by check, once check is received, credit card hold will be removed.

Lenders: must establish credit terms with Odic Env. 'Net 30'.

Property Information: *(having the correct site contact & current owner information is critical to getting the report completed on time)*

Site Address:

Building Size:

Lot Size:

City:

Year Built:

State: Zip:

Number of Units:

APN:

Client Reference/Loan Number

Site Contact Name:

Name of Current Owner:

Site Contact Phone:

Current Owner Email:

Previous Report Available: Yes No

Current Owner Phone:

Property Description:

Terms: This Contract/Engagement Letter refers to Lender/Customer Information and said property on this form. There are cases where the scope of work will cause the cost of a report to increase. Billings are payable for individuals before we release report; for lenders, upon presentation and are past due Net 30 days from the invoice date. Odic intends to confer the benefit of its service/report solely and exclusively to Client and their identified parties. In the event of termination, Client shall pay Odic for the Services performed prior to the termination notice date, and for any necessary services and expenses incurred.

Today's Date: - If you agree to the following terms, [please initial here](#):

Misc. Information: *(please fill this out if there will be separate payment or delivery instructions from client information)*

Name:

Address:

Company:

City:

Phone:

State:

Fax:

Zip:

Email:

Date:

Additional Notes:

Reliance Letter Info: *(for all SBA Loans)*

Name of Bank:

Name of CDC:

Address of Bank

Address of CDC:

Name of Borrower as it should appear on Reliance Letter:

Odic Environmental

Environmental Consulting & Real Estate Due Diligence
Corporate Office: 3255 Wilshire Blvd. Suite 1510, Los Angeles, CA 90010
Offices locations: **San Diego – Orange County – Los Angeles – Concord – Sacramento**
www.odicenv.com

Site Inspection: If both parties agree to include any site inspection under the service, Odic shall receive a reasonable level of flexibility in setting the time and the date for its site inspection. Odic shall have unrestricted access to the relevant property in order to complete its investigation(s).

Handling of Report: The due date for the completed report/service to Client from Odic will differ from project to project depending on availability of public records, research material, complexity of assessment and other conditions though Odic will make every effort to complete the service to customer satisfaction. Odic shall arrange to send the report, photos and other attachments via electronic mail, facsimile machine, or mail. Acceptance from such delivery by Client shall constitute his/her acknowledgment that Odic's services were fully performed in accordance with the Contract, unless a report has a material defect in its content. Reviewing, editing, printing/copying, and signing our report for Client's client(s) shall not be the responsibilities of Odic. Odic shall not have the duty to deal with the client(s) of Client, unless such client has routine questions about the work Odic performed under the Contract. Odic intends to confer the benefit of its service/report solely and exclusively to Client and his identified client. Odic shall not commercially use such reports for any purposes other than those stated in the Contract or in the EL, unless Client has a written consent from Odic. Client shall also invest reasonable efforts to protect the copyright of such reports while in possession of them.

All Documents, reports, disclosures, plans, and other information of any nature and description that Client supplies to Odic or that Odic discovers or develops in performance of the Services under this Agreement shall be deemed confidential and Odic shall not disclose any of the same without Client's prior written authorization to any third party, except to the extent that information is in the public domain or is required by law under Odic's professional obligations to be disclosed.

Independent Contractor Status In performing Services under this Agreement, Odic shall operate as, and have the status of, an independent contractor.

Limitation of Liability:

Client agrees that the liability of Odic and all officers, employees, agents, and subcontractors of Odic (the "Odic Parties") to Client for all claims, suits, arbitration, or other proceedings arising from the performance of the Services under this Agreement, including, but not limited to, Odic's professional negligence, errors and omissions, or other professional acts, shall be limited to Odic's general liability insurance and professional liability insurance coverage amount.

Terms:

Billings are payable upon presentation and are past due Net 30 days from the invoice date. A finance charge of 1.5 percent per month, or the maximum amount allowed by law, will be charged on past-due accounts. Odic Environmental makes no warranty, either expressed or implied, as to its findings, recommendations, specifications, or professional advice except that they are prepared and issued in accordance with generally accepted professional practice.

Termination:

Client may terminate this Agreement at any time upon receipt by Odic of written notice. Either Client or Odic may terminate this Agreement in the event of a material breach that remains uncured five (5) days after receipt of written notice by the other party. In the event of termination, Client shall pay Odic for the Services performed prior to the termination notice date, and for any necessary services and expenses incurred, including subcontractor fees, with the termination of the Project. Termination notice must be made via return receipt or delivery confirmation such that the party making the termination request retains documentation confirming the date of receipt of the termination notice by the party being terminated. If such documentation is not retained, the termination notice will be considered invalid.

Customer Initial: _____