

## ADDITIONAL TERMS & CONDITIONS

1. **PERFORMANCE STANDARDS.** IN PERFORMING THE SERVICES, CONSULTANT SHALL EXERCISE THE DEGREE OF SKILL AND CARE NORMALLY EXERCISED BY CONSULTANTS IN THE SAME COMMUNITY PROVIDING THE SAME OR SIMILAR SERVICES FOR PROJECTS OF COMPARABLE SIZE, COMPLEXITY, BUDGET, SCHEDULE AND OTHER CHARACTERISTICS OF THE PROJECT (THE "STANDARD OF CARE"). EXCEPT AS SET FORTH IN THE IMMEDIATELY PRECEDING SENTENCE, CONSULTANT MAKES NO WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE SERVICES OR ANY OF ITS ORAL OR WRITTEN REPORTS. CLIENT ACKNOWLEDGES AND AGREES THAT (I) THE SERVICES MAY REQUIRE JUDGMENTS TO BE MADE BY CONSULTANT THAT ARE BASED UPON LIMITED DATA RATHER THAN UPON SCIENTIFIC CERTAINTIES; (II) CONSULTANT'S APPROACH, RECOMMENDATIONS, AND ASSOCIATED COST ESTIMATES, IF ANY, ARE BASED ON INDUSTRY PRACTICES AND AVERAGES; (III) PROFESSIONAL OPINIONS ARE BASED UPON OBSERVATIONS MADE AND DATA OBTAINED AT THE TIME OF ASSESSMENT; AND (IV) ULTIMATE OUTCOMES COULD BE INCONSISTENT WITH THE CONCLUSIONS, RESULTS AND PROJECTIONS OF CONSULTANT. ALL INFORMATION REGARDING OPERATIONS, PLANS, SPECIFICATIONS, CONDITIONS OR OTHER DATA WHICH IS PROVIDED TO CONSULTANT BY CLIENT, OWNERS OR THIRD PARTIES (INCLUDING WITHOUT LIMITATION, ANY POINT OF CONTACT AT THE SITE), IS DEEMED BY CONSULTANT TO BE CORRECT AND COMPLETE WITHOUT INDEPENDENT VERIFICATION BY CONSULTANT.
2. **LIMITATION OF LIABILITY.** IN NO EVENT SHALL CONSULTANT BE LIABLE FOR LATENT OR HIDDEN CONDITIONS, CONDITIONS NOT ACTUALLY OBSERVED BY CONSULTANT WITHIN THE LIMITED SCOPE OF THE SERVICES, THE POTENTIAL CONSEQUENCES OF OBSERVABLE CONDITIONS, CONDITIONS OF WHICH CLIENT HAD KNOWLEDGE AT THE TIME OF THE ASSESSMENT, OR ANY UNAUTHORIZED ASSIGNMENT OF OR RELIANCE UPON THE REPORTS. THE LIABILITY OF CONSULTANT, AND THAT OF ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS AND SUBCONTRACTORS, TO CLIENT OR TO ANY THIRD PARTY CLAIMING BY AND THROUGH CLIENT, INCLUDING ANY COMPANY AFFILIATED WITH SUCH PARTIES, OR ANY OFFICER, DIRECTOR, EMPLOYEE, AGENT, SUBCONTRACTOR, SUCCESSOR, OR ASSIGN OF SUCH PARTIES, FOR ANY LOSSES, WHETHER IN CONTRACT OR TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY), RELATED TO THE SERVICES, THE AGREEMENT OR OTHERWISE, SHALL NOT EXCEED THE AGGREGATE SUM OF TWENTY-FIVE THOUSAND DOLLARS (\$25,000.00). IN NO EVENT SHALL CONSULTANT BE LIABLE TO CLIENT FOR ANY INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES (INCLUDING LOST PROFITS) ARISING FROM OR IN ANY WAY CONNECTED WITH ITS PERFORMANCE OR FAILURE TO PERFORM UNDER THE AGREEMENT, EVEN IF THE AFFECTED PARTY HAS KNOWLEDGE OF THE POSSIBILITY OF SUCH DAMAGES.
3. **WAIVER OF JURY TRIAL.** THE CLIENT AND CONSULTANT HEREBY KNOWINGLY, VOLUNTARILY AND IRREVOCABLY WAIVE ANY AND ALL RIGHTS TO A TRIAL BY JURY IN ANY ACTION, PROCEEDING, CLAIM, OR COUNTERCLAIM, WHETHER IN CONTRACT OR TORT, AT LAW OR IN EQUITY, ARISING OUT OF OR IN ANY WAY RELATED TO THE SERVICES OR THIS AGREEMENT.
4. **RELIANCE AND ASSIGNMENT.** CONSULTANT'S WRITTEN REPORT SHALL CONTAIN CONSULTANT'S STANDARD RELIANCE LANGUAGE UNLESS ALTERNATE LANGUAGE HAS BEEN PRE-APPROVED BY CONSULTANT. IF NO PRE-APPROVED ALTERNATE LANGUAGE EXISTS, THE SERVICES, THE REPORTS AND OTHER RELATED WORK PRODUCT PROVIDED BY CONSULTANT MAY BE RELIED UPON BY THE CLIENT, ITS SUCCESSORS AND ASSIGNS AND THEIR LENDER WITH RESPECT TO A LOAN SECURED BY THE SUBJECT PROPERTY, AND ANY RATING AGENCY RATING, OR ANY ISSUER OR PURCHASER OF, ANY SECURITY COLLATERALIZED OR OTHERWISE BACKED BY SUCH LOAN. NO OTHER PERSON OR ENTITY MAY RELY ON THE REPORT WITHOUT THE ADVANCE WRITTEN CONSENT OF CONSULTANT, AND NO OTHER THIRD PARTY BENEFICIARIES ARE INTENDED.

[End]