

THE FOLLOWING IS CONFIRMATION OF WORK ORDER TO BE PERFORMED, IF ANY OF THE INFORMATION SHOWN HEREON IS NOT IN ACCORDANCE WITH YOUR UNDERSTANDING, PLEASE ADVISE US IMMEDIATELY. WE WILL NOT BE RESPONSIBLE FOR ANY ERRORS OR MISUNDERSTANDING WHICH MAY ARISE FROM A LACK OF PROPER NOTIFICATION.



JAHNKE & JAHNKE
ASSOCIATES, LLC
 ENGINEERS • PLANNERS • SURVEYORS

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EMAIL/FAX CONTRACT

Jahnke Project #: _____

Date: _____

Ordered By: _____

Bill To: _____

Phone

Fax

Phone

Fax

Email

Email

(Requests to bill someone other than the undersigned must be accompanied by an authorization)

Property Address: _____

Property is a:

- Single Family Residence
- Commercial/Industrial Building
- Other _____

Project type:

- Stakeout
- Site Plan
- ALTA/NSPS
- Construction Staking
- Mortgage Survey
- Certified Survey Map

SCOPE: _____

JAHNKE & JAHNKE ASSOCIATES, LLC (J&JA) HAS SUBMITTED A PROPOSAL, THE TERMS AND CONDITIONS SET FORTH HEREIN ARE PART OF SAID PROPOSAL. ALL REFERENCES TO "CONTRACT" HEREIN SHALL REFER TO A PROPOSAL THAT HAS BEEN ACCEPTED BY CUSTOMER. ACCEPTANCE MAY BE ACCOMPLISHED BY CUSTOMER: (A) SIGNING AND RETURNING THIS CONTRACT TO J&JA (IN PERSON, VIA REGULAR MAIL, FAX, OR ELECTRONICALLY), (B) VERBALLY COMMUNICATING ACCEPTANCE; OR (C) ELECTRONICALLY TRANSMITTING NOTICE OF ACCEPTANCE VIA EMAIL. INVOICES ARE RENDERED AT THE TIME OF DELIVERY FOR WORK DONE AND ARE DUE AND PAYABLE UPON RECEIPT. A LATE CHARGE OF 1.5% PER MONTH WILL BE CHARGED FOR ALL PAST DUE INVOICES. IT IS THE RESPONSIBILITY OF THE UNDERSIGNED TO INFORM THE PARTY(S) INVOLVED OF THE EXPECTED SITE VISIT BY THE SURVEYOR/ENGINEER AS WELL AS ASK FOR PRICE QUOTES IF SO DESIRED BY HIM OR HER. ANY ACCOUNT 60 DAYS PAST DUE WILL RECEIVE LIEN INTENT LETTER OR IF NOT APPLICABLE FOR LIEN INTENT, BE SENT TO COLLECTIONS FOR LEGAL PROCEEDINGS. IF ACCOUNT IS IN ARREARS, SERVICES MAY BE SUSPENDED. J&JA EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESSED OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL J&JA BE LIABLE TO CUSTOMER FOR ANY DAMAGES WHATSOEVER IN EXCESS OF THE CONTRACT PRICE PAID TO J&JA. UNLESS OTHERWISE NOTED ON THE FRONT OF THIS CONTRACT, THE CUSTOMER HAS INDICATED THAT THE TIMING OF J&JA'S WORK HEREUNDER IS NOT CRITICAL. THUS, SURVEY CREWS WILL ARRIVE AT THE JOB SITE UNANNOUNCED UNLESS OTHERWISE NOTED HEREIN AND SHALL PERFORM ITS WORK WITHIN A REASONABLE TIME FRAME. J&JA SHALL NOT BE LIABLE FOR DAMAGES OR OTHERWISE FOR DELAYS BECAUSE OF INCLEMENT WEATHER, LABOR, OR ANY OTHER CAUSE BEYOND ITS CONTROL; NOR SHALL THE CUSTOMER'S OBLIGATIONS HEREUNDER BE ALTERED FOR SUCH DELAYS. TO THE EXTENT OF ANY CONFLICT BETWEEN THE TERM OF THIS CONTRACT AND DIRECT MAILING MATERIAL OR ANY OTHER AGREEMENT, THE TERMS OF THIS CONTRACT WILL PREVAIL. UNDERSIGNED AGREES TO PAY J&JA, ALL REASONABLE COLLECTION COSTS, INCLUDING BUT NOT LIMITED TO ATTORNEY'S FEES AND INTEREST. CANCELLATION OF THIS CONTRACT PRESUPPOSES PAYMENT OF WORK ALREADY COMPLETED. SERVICES NOT SPECIFIED IN THIS SCOPE ARE CONSIDERED OUT OF SCOPE AND WILL BE ADDRESSED WITH A SEPARATE CHANGE ORDER. PERMIT FEES ARE NOT INCLUDED IN THIS CONTRACT AND WILL BE BILLED IN ADDITION IF NEEDED. A SIGNED COPY OF THIS CONTRACT MUST BE PRESENT IN OUR OFFICE BEFORE WORK WILL BE SCHEDULED. IF WORK DOES NOT COMMENCE WITHIN 30 DAYS OF SIGNED CONTRACT THIS CONTRACT MAY BE SUBJECT TO INCREASE. A VERBAL AGREEMENT IF ARRANGED WILL BE BINDING CHANGE ORDER. IT IS FURTHER UNDERSTOOD BY THE UNDERSIGNED THAT HE/SHE MAY BE ACTING AS AN AGENT FOR THE THIRD PARTY, HOWEVER HE/SHE IS STILL PERSONALLY RESPONSIBLE FOR THE PAYMENT OF THIS CONTRACT. USE OF E-MAIL/FAX/ONLINE ORDER FORM HEREIN, IS IN THE INTEREST OF SPEED. FEE QUOTES FOR SERVICES ARE BASED ON THE FOLLOWING ASSUMPTIONS: THE PROPERTY WILL BE REASONABLY FREE OF VISUALLY OBSTRUCTING VEGETATION OR OBJECTS. THE SUBJECT SITE WILL BE OPEN AND READILY AVAILABLE FOR OUR ENTRY WITHOUT DELAY (NO DOGS OR LOCKS). THE DIMENSIONS OF THE SUBJECT BLOCK AND LOT CLOSE MATHEMATICALLY. 75% OF THE CONTROLLING SURVEY MONUMENTS WILL BE READILY AVAILABLE AND IN THEIR PROPER LOCATION. THE EXISTING STRUCTURE TO BE MAPPED (HOUSE, GARAGE, ETC.) ARE COMPOSED OF NO MORE THAN 20 SIDES AND THAT ALL ANGLES OF SAID STRUCTURE ARE 45 OR 90 DEGREES.

Signature (authorized only)

Date

Title

CONFIRMATION

FOR INTERNAL USE ONLY: Project Name: _____ Project Manager: _____

Amount: _____ Phase: _____ Regarding: _____ Received By: _____

Section-Town-Range: _____ - _____ - _____ Quarter Section: _____