



Terms and Conditions for EarthCalc, Inc.

EarthCalc is a **SERVICE BUREAU** that provides **EARTHWORK ESTIMATING, PRECISE 3D GRADING MODELS AND COMPUTER RENDERING SERVICES** to the land development, construction, civil engineering, and land designing industries.

1. Relationship to Parties

EarthCalc does **NOT WORK ON SITE** and consequently does not provide Certificates of Insurance for Workers Compensations, General Liability, Auto Liability and Professional Liability insurance. The client is responsible to review all information given to them by EarthCalc. The client is to use the information, as a tool, **not** as a signed engineering document. Any discrepancy must be brought to EarthCalc's attention immediately, so it can be resolved.

2. Limits of Liability

EarthCalc and its employees shall not be liable for damages, including direct, indirect, incidental, special or consequential damages, or loss of profit, revenue, incurred by client or third party, whether in an action in agreement or tort, even if the client or other persons has been advised of the possibility of such damages, in excess of our fee.. At EarthCalc's discretion an invoice may be credited for the discrepancy. The credit **WILL NOT EXCEED** the amount of the original invoice. Disputes not resolved between parties shall be settled by arbitration in accordance with the rules of the American Arbitration Association.

3. Confidentiality

EarthCalc **DOES NOT** share information about its clients, including what projects they are working on. If information is missing that is required to perform their work and EarthCalc needs to contact a third party, EarthCalc will first obtain **PERMISSION**. If EarthCalc is directed to share information with third parties by their client, EarthCalc requires direct control of the distribution of material. A **FEE** may be charged to the parties receiving the information.

4. Payment

EarthCalc has specific deposit requirements for services we provide. The deposit requirements are as follows:

- **Earthwork Estimating:** We require a \$310 deposit prior to starting the first project. Subsequent invoices will be due at net 30 as long as the client's payment status remains in good standing. Any client with an amount past due over 60 days will receive a certified letter giving notice that if the amount is not paid with in 10 days, it will be sent to legal collections.
- **Computer Renderings or Precise 3D Grading Models:** We require a deposit of 50% of the estimated cost prior to starting the project with the remaining balance due upon completion. **This is required for each project.** Any client with an amount past due over 30 days will receive a certified letter giving notice that if the amount is not paid with in 10 days, it will be sent to legal collections.
 All costs associated with the collection of overdue balances will be charged to the client. Collection Agency fees will be added on to the clients outstanding balance. EarthCalc reserves the right to require C.O.D. on any client who is or has been late beyond 30 days.

 Officer/Owner Signature

 Date

 Printed Name

 Company Name

 Title