

## STANDARD NATIONAL BUILDMASTERS EMPLOYMENT AGREEMENT

### 1. EMPLOYMENT OF FIRM:

- A. **ENGAGEMENT:** I, "Client," hereby employ the firm of NATIONAL BUILDMASTERS, LLC, (hereafter the " Firm"); as my consultants and do hereby authorize it to act in my behalf with regard to the following matter: In addition to such other aspects and scope as becomes apparent to Firm as the job is commenced, executed or completed. If I request or authorize the Firm to perform additional services in the future without signing another Employment Agreement for those matters, I agree that the terms of this Employment Agreement shall continue and shall apply to all such additional services. In addition to the terms of this agreement, I agree to the additional terms and policies of employment which the Firm shall issue from time to time as a precondition of its continued employment, which terms and policies will be directed to me in writing.
- B. **POWER OF FIRM:** The said Firm is empowered to take all steps with regard to the above matter which in its professional opinion it deems feasible and within my assignment on my behalf, including site visits in which the entire site will be made available, invasive and non-invasive testing, the engagement of professional technicians, trade and professional licensees and consultants and Panelists the pressing of any of which the Firm deems feasible to complete the assigned project and contacts with opposing parties and their consultant.
- C. **ASSIGNMENTS OF TASKS:** I understand that though the undersigned consultant may have the initial responsibility for this case, the Firm and the undersigned consultant shall have the right to assign all or a part of the responsibility for my case to another consultant or consultants, panels or the foregoing professionals set forth in paragraph B., above, inside or outside the Firm, or which in the Firm's judgment opinion may be capable of handling all or some aspects of my job as assigned. The Firm is further empowered to associate such Panelists, consultants, advisors or technicians respecting the above matter at their rates and terms (of which I shall be advised) in my name for my direct payment or, at the Firm's discretion, to be engaged through National BuildMasters and charged out to me at a Firm rate with overage as part of the billing of Firm.

### 2. COMPENSATION OF FIRM: I understand and agree as follows:

- A. **HOURLY RATES:** That the Firm employs consultants and professional staff members of various levels who charge ranging hourly rates. I promise to pay for legal services, including travel times and other "waiting times" (such as awaiting the Court or at the office of others and the like) at the prevailing hourly rate computed as follows: I understand that the base hourly rate for consultant services at the Firm is not less than the attached "Exhibit A" rates per hour (as from time to time amended) and is higher for some types of advice and service that may be connected to my job assignment and that further consultants' fees may be charged at Firm's discretion in addition to the applicable hourly rate which takes into consideration the uniqueness of the case, the responsibility undertaken by the consultant, the expertise required, the result obtained, the liability exposure of the Firm, and whether urgent action is required on the matter.
- B. **EXPENSES:** That Firm is composed of several offices in several locations and that the consultants pool their expertise through an electronic interoffice participation and communication network which results in additional communication charges which I agree to pay. That as to any expenses involved in this matter, I will be responsible for paying such expenses before or at the time they are incurred, and that such potential expenses may include telephone tolls, telex, telefax and delivery charges between the several Firm offices concerning my casework (irrespective of which office I am dealing with), photography, color prints, charts, photocopies, postage, lab fees, filing fees, Panelists fees, courier fees, investigator's fees, attorneys fees, the fees of others as set forth in paragraph A., above, and other costs incurred by the Firm on my behalf. I further understand that some of the foregoing costs and expenses are "weighted costs," meaning that they are a share of overall costs to the Firm of having the service, such as, in the case of telephone costs, the cost of measured local service, long distance tolls, line charges and directory advertising, among other examples, or costs

with management overages by which a profit line is accessed over and above the actual cost. I understand that the Firm makes no agreement to advance these sums. If I have not made an advance deposit earmarked in writing by me for the expenses, they will be charged to me at value plus 15% and shall be part of any delinquent balance upon which an additional penalty may be assessed below.

- C. **TIME FOR PAYMENT:** I agree and promise to pay the above charges on or before the 15th day after the date of being charged and stated for the same, all charges being deemed in arrears thereafter, and the Firm may then, effective as of the date first due, assess a late payment charge equal to one and one-half percent (1 1/2%) of the monthly outstanding balance of the account or \$10.00 per month, whichever is greater. The Firm does not and will not finance charges except where specific advance credit applications are made and approved in writing. I understand and agree that prior to any major site study or examination, any scheduled trial or hearing in this matter or at any time requested by the Firm, I must deposit in advance a sum estimated as sufficient to carry services and costs through the same, or the Firm is authorized to stop all work on my case or to withdraw from representing me in this matter at its discretion. The estimate will not be conclusive as to the final bill. I will pay all actual charges, though they may vary as finally computed.
- D. **TOTAL FEES AND RESULTS:** That is not the practice of the Firm to make fee estimations for any legal project of any kind, nor is it the practice of the Firm to guarantee the forensic or legal results, due to the complexity of most legal matters and the indeterminateness of events. The Firm thus makes no representations guaranteeing price, a certain forensic, remedial or legal result, or time required to obtain a test, report or result. I know that the Firm expects me to read fully any and all writings prepared on my behalf and if I fail to make any corrections to them before signing them or using them in any way I will be deemed by the Firm conclusively to have specifically approved the terms of the same and to have represented affirmatively to the Firm that I understand the writings and that they reflect precisely the terms I approved.
- E. **LIABILITY FOR FEES:** If I am employing the services of the Firm on behalf of a corporation, trust, partnership, association or a minor, or another, whether or not shown by the form of my signature, below, I agree to be personally liable for all consultants' fees and costs incurred jointly and severally with the same; and such entities or persons agree to be jointly and severally liable for all consultants fees and costs incurred for my individual benefit. All "Client" parties to this Agreement shall be jointly and severally liable.
3. **DEPOSITS AGAINST FEES:** The Firm may at any time request a deposit of monies from me with the Firm to defray ongoing charges or as security for the payment of charges. I agree to deposit with the Firm on or before \_\_\_\_\_, 20\_\_\_\_, the sum of \$\_\_\_\_\_ as an initial services/costs deposit and to deposit thereafter such sums as I am requested by Firm. Services and expenses incurred will be billed to this deposit until it is depleted. No interest is payable on this deposit and no interest will be paid to me on the deposit. (Check if Applicable)\_\_\_\_ In addition, due to the likely costs of the legal assignment to Firm, I will be hereafter required to place or maintain in deposit sums as follows:\_\_\_\_\_.  
I understand that no services (other than minor "emergency interim services," if the Firm has agreed in writing to render the same) will be rendered on my behalf unless and until retainers as scheduled are received by the Firm, though I will be charged for any interim services and costs rendered on my behalf, whether I sign this agreement or not.
4. **CONFLICT OF INTEREST:**
- A. **LEGAL CONFLICTS WITH OPPONENTS OR RELATED PARTIES:** Client warrants that Client has been advised of any known and apparent opponents or parties related to Client which, by past or present relationship to Firm, may pose a conflict of interest to the Firm in representing Client and Client has waived any objection to Firm representing Client by undertaking the above assignment. Client understands that if a genuine conflict of interest later arises Firm may be required to resign and Client accepts this condition.

- B. **AS TO RELATIONS BETWEEN CLIENTS (IF A CLIENT IS REPRESENTED THROUGH ANOTHER OR IF THERE ARE MULTIPLE CLIENTS):** Firm notifies clients that it is often (even for parties apparently of a common interest) because of separate legal or financial positions, that the proper analyses, remedies and legal rights, advice, or work could be entirely different for one person as opposed to the other. For example, it might be that by the acts or omissions of one person, of which the other is entirely innocent, liability for all might be produced or this act or omission could be raised by on common interest party against the other. To the extent of these differences, which at the time of this agreement may not be real or clear, a conflict of interest could be posed to Firm in undertaking joint representation of the common parties even though against a common opponent in a single dispute. The persons composing Client do nonetheless waive any such conflict, if conflict there be and instruct the said Firm to proceed in their behalves as a single interest, knowing that in the event a genuine and unwaivable conflict clearly arises in the future the said Firm may at its option be required later to resign form the services of all parties composing Client. If signatory of Client, below, is a representative of client the representative warrants that no such conflict exists between signatory and client which has not been waived and indemnifies Firm therefore.
- C. **AS TO INDEPENDENT CONSULTANTS, TECHNICIANS, PANELISTS, CONSULTANTS, OTHERS:** I agree that Firm is not liable for the acts or omissions of it's independent consultants, tradesmen, professionals, jobbers or for Panelists, whether associated, hired or recommended.
- D. **LIABILITY LIMITATIONS:** I agree that Firm must be notified in writing or any claim or liability within one year of any acts or omissions of any allegation that it is liable for any act or omission, otherwise the claim is precluded. Liability for Firm is limited to double the amount remitted for the service of the Firm, less fees and costs paid to others to the extent they were included in statements and less costs and expenses incurred. All claims must be commenced not later than 1 year after said notice. Firm is not liable for multiplied or exemplary damages. Payment of Firm is not contingent upon me winning any technical or legal position nor is Firm liable simply because of that for wrongdoing of any kind simple because of that failure. I understand that I may not initiate any claims against Firm unless I am first fully paid on my statements from Firm. Any and all claims, except for the collection of any legal debt to Firm for services, shall be strictly litigated through binding arbitration in Maricopa County, Phoenix, Arizona, USA. The prevailing laws of be applied to any dispute shall be those of the state of Arizona, USA. The prevailing party shall be awarded their reasonable attorneys feeds and expert costs.

## 5. BREACH OF AGREEMENT

- A. **RESIGNATION:** The Firm may resign at any time. The Firm shall continue as my consultants until wither the Consultant or I give written notice to the other that such services are to be terminated, in either of which event, the Firm may elect to complete steps or matters required to appropriately and lawfully effect its resignation and charge me therefore.
- B. **COLLECTION OF DELINQUENT FEES:** If my account is delinquent or placed in the hands of any consultant or agency for collection, I promise to pay to the Firm any collection costs which it incurs, including but not limited to fees paid to a collection agency; if a suit or action is filed, the amount of such attorneys' fees, as shall be fixed by the Court or Courts in which the suit or action including any appeal therein, is tried, heard or decided.
- C. **SECURITY FOR DELINQUENT FEES:** I hereby assign and transfer to the Firm a lien interest in my site, all funds or property placed in the possession of the Firm which belong to me or in which I hold an interest, to be held as collateral and security for any and all indebtedness and obligation of the undersigned to the Firm and its successors which may now exist or be hereafter contracted. This assignment shall be in addition to any statutory lien rights of the Firm or it's Panelists.
- D. **ADDRESS:** I designate the following person/entity at the shown address as the addressee and address inside the United State of American upon whom any business and any notice may be

rendered to me or served upon me and I appoint the same also as my attorney-in-fact for the receipt of any legal process directed by the Firm, or assigns, upon whom such process can be served with the same force and effect as though personally served upon me:

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Street Address)

\_\_\_\_\_  
(City, State, Zip)

- 6. **AUTHORITY:** If the undersigned is agent or representative or a person or entity, of one or more persons or any entity or entities, the following person is and represents to be the rightful and duly empowered spokesperson for such person, persons, entity or the group as a whole, to whom all information may be exclusively reported by the Firm and from whom the Firm may exclusively receive all decisions and directions of the person, persons, entity or group and to whom all files. Original documents and trust funds may be presented or refunded.
- 7. **PROPERTY:** I understand that it is my responsibility to retrieve any documents, records, or property of any kind of mine from the Firm thirty (30) days after the conclusion of my case or the rendering of final service on my case, whichever first occurs. I understand the Firm accepts no responsibility for the same and is relieved of the same by me and may dispose of or destroy the same at its discretion thereafter unless otherwise agreed with Firm in writing to retain the same and pay all accrued charges for services and an annual storage fee therefore. In the event I remove files or documents the Firm may make copies of all documents I remove and charge me and I shall pay the same as "costs," above. If I wish copies of file documents, I shall pay for the same as "costs," above.
- 8. **DEEMED ORIGINALS; ASSENT:** An e-mailed, photocopied or facsimile copy of this agreement or an agreement signed in attached or unattached counterpart may be treated as a whole original. Any form of assent manifested by Client to this agreement, including actual or e-signature, a confirming oral statement, letter or call or the request of service commencement, shall be irrevocably deemed consent to this agreement.
- 9. **OTHER:** By way of further agreement and understanding:

\_\_\_\_\_  
\_\_\_\_\_

THIS AGREEMENT SHALL BE BINDING ON THE DATE SIGNED BY THE FIRM, BELOW.

NATIONAL BUILDMASTERS, LLC

JOINTLY AND SEVERALLY:

By: \_\_\_\_\_  
Authorized Agent

\_\_\_\_\_  
"Client" Date

DATE: \_\_\_\_\_

**"EXHIBIT A" TO NATIONAL BUILDMASTERS AGREEMENT**

National BuildMasters' rates and terms are as follows: For work in the Western States, Southwest and Southeastern United States, \$185.00 USD per hour for National BuildMasters' staff; in the Northeast, \$250.00 USD per hour for National BuildMaster's staff. Expert testimony in any legal or official proceeding is billed at \$500.00 for National BuildMasters, with a minimum charge of 4 hours. All field charges are "to-field-

and-back." In addition: Panelist fees (contractors, engineers, sampling and testing technicians and the like) are charged at special BuildMasters discounted rates to be determined by the job assigned. In addition, special costs and fees incurred for the particular job (travel, sub-outs, labs) and special consultancies (legal at \$200.00 USD per hour) are assessed as required for the job assigned. All charges are itemized, billed and due monthly, bear a late payment penalty of 1.5% per month until paid. An advance deposit may be requested and some jobbers can be or maybe directed to be paid directly by the client. National BuildMasters accepts all major general credit cards. Corporate accounts are welcome. A half-hour free courtesy initial consultancy is extended to other professional licensees. If National BuildMaster sis ever subpoenaed or summoned to any proceeding for the Client, even after the normal term of this agreement or employment has expired, the agreement will be deemed revived for that purpose and charges as set forth herein may accrue for being require dot make that appearance. National BuildMasters is under no duty to resist subpoenas or summonses for appearances. If Client wishes it to resist, it must remit the fees and costs for the same, along with the fees for National BuildMasters's services, as set forth, above. Upon receipt of any such subpoena or summons of any kind, National BuildMasters shall notify Client in writing at the shown Client address and will inquire whether Client wishes National BuildMasters to resist the subpoena or summons. If Client fails to answer within the time set, then it will be deemed that Client has no objection to the subpoena or summons and National BuildMasters will have no duty to resist it and that National BuildMaster is engaged to comply with it.