

Southern Engineers, PA
Consulting Structural Engineers

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CUSTOMER AGREEMENT FORM

_____ Company Name		_____ Phone
_____ Contact Name	_____ Title	_____ Fax
_____ Address		_____ Email
_____ City, State ZIP		_____ Alternate Contact Info

SCOPE OF WORK

Southern Engineers ("Firm") provides structural engineering design services only. Architectural drawings shall be provided by a separate design firm. Structural drawings (with distinct Project Number) shall be prepared from architectural drawings provided by the design firm. The Firm shall provide structural drawings in accordance with the applicable edition of the Building Code for the location and type of structure (North or South Carolina) and good engineering practice.

No forensic analysis, contract administration, or construction observations are provided under this scope of work. These additional services may be provided for an additional fee if requested by the Client.

Engineer's seal ("Seal") applies only to structural components on the structural drawings including roof rafters, hips, valleys, ridges, floors, walls, beams and headers, columns, cantilevers, offset load bearing walls, per girder system and footing. Seal does not certify dimensional accuracy or architectural layout including roof system. Seal does not include construction means, methods, techniques, sequences, procedures or safety precautions. Nor will the Firm be responsible for the contractor's failure to carry out the construction work in accordance with the contract documents. All construction shall conform to the latest requirements of the applicable edition of the Building Code for the project location (North or South Carolina) plus all local codes and regulations. Any deviations or discrepancies on the structural drawings are to be brought to the immediate attention of the Firm. Failure to do so will void the Firm's liability. Seal on structural drawings is valid for a project (structure built using structural plans) permitted one year from date of Seal.

INDEMNIFICATION

The Client shall, to the fullest extent permitted by law, indemnify and hold harmless the Firm, his or her officers, directors, employees, agents and sub consultants from and against all damage, liability and cost, including reasonable attorney's fees and defense costs, arising out of or in any way connected with the performance by any of the parties above named of the services under this agreement, excepting only those damages, liabilities or costs attributable to the sole or partial negligence, or willful misconduct of the Firm.

CERTIFICATION, GUARANTEES AND WARRANTIES

The Firm will perform its services contracted for within the scope of work using that degree of care as of the time services are rendered which is exercised by and consistent with the standards of similar engineers of ordinary skill and prudence practicing in the same locality. The Firm shall not be required to execute any document that would result in their certifying or guaranteeing the existence of conditions whose existence the Firm cannot ascertain. The only warranty made by the Firm is that it will use that degree of care set forth in the standard of care above. No other warranty or representation, either express or implied, is made or intended, including, but not limited to, any warranty of fitness for a particular purpose. Although it is the policy of Firm to complete engineering services in a timely manner, there is no guarantee expressed or implied as to when work will be completed or when plans will be reviewed or approved by the applicable governing agencies.

LIMITATION OF LIABILITY

In recognition of the relative risks, rewards and benefits of the project to both the Client and the Firm, the risks have been allocated such that the Client agrees that, to the fullest extent permitted by law, the Firm's total liability to the Client for any and all injuries, claims, losses, expenses, damages or claim expenses arising out of this agreement from any cause or causes, shall not exceed 50 times the engineering fee. Such causes include, but are not limited to, the Firm's negligence, errors, omissions, strict liability, breach of contract or breach of warranty. Client and Firm agree that the Limitation of Liability transfers with the ownership of the project.

BILLING / PAYMENTS

Upon credit approval, invoices for services by Southern Engineers, PA shall be submitted upon completion of the service. Invoices shall be payable within 30 days after the invoice date. If the invoice is not paid within 30 days, Southern Engineers, PA, without waiving any claim or right against the Customer, and without liability whatsoever to the Customer, may terminate the performance of the services. Credit Limit (if approved) to be set at \$5,000.

LATE PAYMENTS

Accounts unpaid 30 days after the invoice date may be subject to a monthly finance charge of 1.5% per month (18% per annum) on the then unpaid balance. In the event any portion of all of an account remains unpaid 90 days after billing, the account will be turned over for collection and the Customer shall pay all costs of collection, including reasonable attorney's fees.

MISCELLANEOUS

This agreement applies to all projects completed after the date noted on this agreement. By submitting this application, the Customer agrees to terms and conditions of the Agreement and to the scope of work as defined on the plans.

Client Signature

Date