

Terms and Conditions

1. Client agrees to pay invoice within 30 days, or incur interest charges of 1% per month.
2. Client acknowledges services are rendered at the unit rates quoted herein. Total inspection hours are as necessitated by the contractor's/client's schedule and local, state, and federal regulation requirements, and are not the responsibility of ATLAS Technical Consultants, LLC.
3. In recognition of the relative risks of the Client and ATLAS Technical Consultants LLC on the project, Client agrees, to the extent permitted by law, that ATLAS Technical Consultants LLC MTI's liability to the Client, in any way arising out of the Agreement, shall be limited to 100% of the total fees and costs paid to MTI or \$25,000 whichever is greater.
4. Client acknowledges billing minimums of 2 hours as outlined below.
5. This agreement is governed by laws of the State of Idaho and is entered into the County of Ada, City of Boise.
6. Client shall promptly pay and be responsible for the removal and lawful disposal of samples, cuttings, and hazardous substances, unless other arrangements are mutually agreed to in writing. Client shall take custody of all monitoring wells and probes during an investigation by ATLAS Technical Consultants LLC, and shall take any and all necessary steps for the maintenance, repair or closure of such wells or probes at Client's expense if so requested by ATLAS Technical Consultants LLC.
7. Services of ATLAS Technical Consultants LLC under this Agreement will be performed in a manner consistent with that level of care and skill ordinarily exercised by members of the Profession currently practicing under similar conditions in the locality of the Project. No other warranty, expressed or implied, is made.
8. If any party hereto commences an action or arbitration proceeding to interpret or enforce this contract, the prevailing party shall be entitled to an award of attorney's fees and costs in addition to all other amounts awarded by the Court of arbitrator.
9. Services provided pursuant to this Agreement are intended solely for the use and benefit of Client. No other person or entity shall be entitled to rely on the services, opinions, recommendations, plans, or specifications provided pursuant to this Agreement without the express written consent of ATLAS Technical Consultants LLC.

For revisions, deletions or additions to the above information, or questions regarding invoices, please contact the billing department within 30 days in writing. For questions about reports, please contact the Project Manager. We require 24-hour notification of our personnel. Dispatch hours are 7:00 a.m. to 5:00 p.m. Although we will try to accommodate all dispatch request, we cannot guarantee that calls after 5:00 p.m. will be received. If a day's inspection is canceled (for any reason), please notify the dispatch office by 5:00 p.m. on the day prior to the scheduled inspection. Cancellations received on the day of inspection are subject to a 2-hour show-up charge. In addition, all charges are portal to portal. The following basis of charges will be in effect during our participation on your projects.