

**PROFESSIONAL ASSESSOR
MASTER SERVICES AGREEMENT**

(This document must be printed and completed by hand. Once completed, you can scan and submit electronically or fax)

This Professional Assessor Master Services Agreement (“Agreement”) is entered into as of the Effective Date by and between “LandAmerica Assessment Corporation” a Virginia corporation, (“LAC”), and _____

_____, a _____ corporation
 (“Contractor”), and provides as follows:

1. Contractor Services. Contractor agrees to provide certain professional services (the “Services”) to LAC’s customers (“Client”) as requested from time to time by LAC in accordance with LAC’s specifications regarding project, product, due date and fee as may be more specifically set forth in a Professional Assessor Award Verification Form (“AVF”) or other written or electronic correspondence between the parties.

2. Performance of Services. The Services shall be performed according to the schedule set forth in the AVF, which may be modified per the instructions of the LAC Project Manager. Any extension of the completion of the AVF may only be granted by LAC in writing. Time is of the essence in the performance of Contractor’s work. If Contractor fails to perform the Services within the time specified in the AVF or any extension thereof, and LAC is required to pay any damages to Client as a result thereof, Contractor shall reimburse LAC for all such damages. In the event Contractor is behind schedule with the performance of the Services, LAC may at its option, hold payments under this Agreement until Contractor meets the work schedule. Upon completion of Contractor’s performance of the Services, Contractor shall transmit to LAC any and all files prepared by Contractor regarding the Services (“Contractor Files”).

3. Payment.

3.1 LAC agrees to compensate Contractor as specified in each project’s AVF. LAC shall pay Contractor at a “not-to-exceed fixed fee” rate negotiable by LAC and Contractor on a per project basis.

3.2 Contractor shall invoice LAC upon completion of each project. Invoices must be supported by documentation as may reasonably be required by LAC or Client. Invoices will include separate categories for “Professional Services” and “Expenses.” The project number and purchase order number assigned by LAC, as well as the Social Security Number or Taxpayer Identification Number, shall be printed on each invoice. Billings over the contracted amount must be accompanied by appropriate detail documentation (invoices, receipts, etc.), order number, project number and site address of the project on the invoice. Fees for aerial photograph review and purchase, if required, shall be reimbursed at cost. Costs of local and long distance telephone calls made by Contractor for work assigned shall be paid by Contractor. LAC will reimburse or direct pay, as authorized by the LAC Project Manager, the following costs required for completion of work assigned to Contractor: Regulatory Database Search Reports, Historical Sanborn Maps, Aerial Photographs, Laboratory Analysis Fees and other miscellaneous costs incurred as approved by the LAC Project Manager.

3.3 LAC will pay Contractor’s invoices within thirty (30) days of the later of (i) the date of LAC’s receipt thereof or (ii) LAC’s acceptance of Contractor’s work. This may require follow-up work by Contractor as necessary to obtain acceptance of the work.

3.4 In the event LAC issues a change order that increases the work to be performed by Contractor, and LAC agrees in writing in advance that the extra work is compensable, Contractor shall submit its quotation covering extra work within three (3) days from receipt of the change order but prior to starting said work. Fees for work performed under change order shall be compensable as agreed unit prices or lump sum.

4. Representations and Warranties. Contractor represents and warrants to LAC as follows, as of and from the date of this Agreement and continuing at all times during the existence hereof:

4.1 Contractor is duly organized, validly existing and in good standing under the laws and regulations of the state of its incorporation or formation, as applicable. Contractor is duly qualified and in good standing to do business in each jurisdiction in which the conduct of its business or the ownership or leasing of its assets so requires. The execution, delivery and performance of this Agreement by Contractor, its compliance with the terms and

conditions hereof, and consummation of the transactions contemplated hereby shall not violate, conflict with, or result in a breach of any provisions of its organizational documents, any instrument relating to the conduct of its business, or any other agreement to which it may be a party.

4.2 Contractor has the full power and authority to enter into and consummate all transactions contemplated by this Agreement, has duly authorized the execution, delivery and performance of this Agreement, and this Agreement constitutes a legal, valid and binding obligation of Contractor enforceable against him or it in accordance with its terms, subject to bankruptcy, insolvency, and other laws affecting creditors' rights generally.

4.3 Contractor possesses all federal, state and local licenses, permits, registrations, approvals and other authorizations of governmental authorities required for the conduct of its business with respect to the Services, or Contractor qualifies for, and has taken all steps necessary to secure, exemptions from such license, permit, registration, approval and authorization requirements. Contractor satisfies, and during the term of this Agreement will continue to satisfy, all requirements necessary to maintain each such license, permit, registration, approval, other authorization and exemption in good standing, and all such licenses, permits, registrations, approvals, other authorizations and exemptions are in good standing. Contractor has not received any notice that revocation is being considered with respect to any of such licenses, permits, registrations, approvals, other authorizations or exemptions.

4.4 There is no litigation, suit, claim, demand, proceeding or governmental investigation existing or pending, or to the knowledge of Contractor threatened, or any order, injunction or decree outstanding, against or relating to Contractor or its assets that could have a materially adverse effect upon the ability of Contractor to conduct its respective activities contemplated by, or to perform its obligations under, this Agreement.

4.5 Contractor has complied with, and has not violated, any law, ordinance, requirement, regulation, rule or order applicable to its business or assets, the violation of which reasonably could be expected to materially and adversely affect the operations or financial condition of Contractor, or the ability of Contractor to conduct the activities contemplated by, or perform its obligations under, this Agreement.

4.6 None of the representations, warranties or written statements made by Contractor in this Agreement or in any document furnished or to be furnished by or on behalf of Contractor to LAC pursuant to this Agreement contains or will contain any untrue statement of a material fact or omits or will omit to state a material fact necessary to make the representation, warranty or written statement not misleading.

4.7 All Services performed pursuant to the terms of this Agreement shall be performed in accordance with acceptable industry standards and shall be original to and performed by Contractor. All Contractor files and/or other information submitted by Contractor to LAC shall be true and accurate. Contractor shall not subcontract or delegate the performance of Contractor's duties under this Agreement to a third party without the prior written consent of LAC. All Contractor files and/or other information submitted by Contractor to LAC shall be created by Contractor and shall constitute "Work Made for Hire," as that term is commonly defined.

4.8 Contractor shall be responsible and take all necessary precautions to promote safety, protect health and minimize hazards to life and property of all personnel employed by Contractor in the performance of the Services. Contractor acknowledges that it is being relied upon to identify and evaluate potential risk involved in the work and to take all appropriate precautions to avoid such risk to its employees, members of the public, and others. The methods employed to handle materials and precautions taken shall rest solely with Contractor.

4.9 Contractor acknowledges that, in order to perform the Services, Contractor or its employees may require access to LAC's computer system(s) or some software programs (including internet-based programs) proprietary to LAC (hereinafter referred to as the "LAC Proprietary Property"). Should Contractor or its employees be given access to the LAC Proprietary Property, Contractor acknowledges that it and its employees will adhere to all LAC rules, policies, and procedures governing such access and will only use the LAC Proprietary Property in accordance with the Services. Contractor acknowledges that access to the LAC Proprietary Property is subject to review and there is no expectation of privacy regarding such use. Further, Contractor acknowledges that access to the LAC Proprietary Property is at LAC's sole discretion and can be terminated at any time, with or without prior notice.

4.10 Except where specifically waived by LAC in writing, Contractor shall, at Contractor's own expense, secure and maintain, throughout the entire term of this Agreement and for a period of one year after the termination hereof, the following types of insurance with a company satisfactory and acceptable to LAC.

- A. General Liability Insurance: \$1,000,000 per occurrence. Including Bodily Injury and Property Damage
- B. Professional Liability: \$1,000,000 per occurrence
- C. Workers Compensation: Statutory

Contractor shall furnish to LAC a certificate evidencing such insurance and naming LAC as an additional insured on the policy. The insurance coverage and limits required to be maintained by Contractor shall be primary to insurance coverage, if any, maintained by LAC and shall contain an endorsement to the effect that any cancellation or any material change adversely affecting LAC's or the interests of LAC's customers or clients shall not be effective until the later of: (1) for such period as the laws of the State in which this Agreement is to be performed allow, or (2) until thirty (30) days after the date of written notice of such change to LAC from the insurer or Contractor.

If you do not carry the required levels of Professional Liability Insurance, a \$25.00 "Risk Management Charge" will be deducted from your total project fee. This fee must be deducted by Contractor as a separate line item on Contractor's invoice. If you do not have Professional Liability insurance and wish to accept our coverage please check the appropriate box in the insurance section of the Professional Assessor Questionnaire.

5. Use of LAC Name. Nothing herein shall permit Contractor to use the "LandAmerica," or "LandAmerica Assessment Corporation" name, design, logo, or other similar indicia of identification without LAC's prior written consent.

6. Indemnification. Contractor shall indemnify and hold LAC harmless against and in respect of, and shall reimburse LAC for, any and all liabilities, claims, losses or damages (including without limitation attorney's fees and other litigation expense) arising out of, resulting from or relating to (a) any material misrepresentation made by Contractor in this Agreement, (b) any breach of a representation or warranty of Contractor or non-fulfillment of any covenant, agreement or condition of Contractor, contained in this Agreement, or (c) any act or omission by Contractor, its representatives, or any permitted subcontractor related to the performance of Contractor's obligations under this Agreement. The provisions of this Paragraph 6 shall survive the termination, for any reason, of this Agreement.

7. Term and Termination.

7.1 This Agreement or any AVF (or portion thereof) may be terminated by either party at any time. In the event of such termination, Contractor shall immediately cause its employees and any of its suppliers or subcontractors to cease such work. Contractor shall not be paid for any work done after receipt of notice of termination, nor for any costs incurred by Contractor's suppliers or subcontractors that Contractor could reasonably have avoided, nor for costs in excess of the price(s) as specified in the AVF(s) of currently active jobs

7.2 Except as otherwise provided in this Agreement, the respective obligations of the parties shall cease on the date of termination or expiration of this Agreement. Notwithstanding the termination or expiration of this Agreement, the provisions of Paragraphs 4, 5, 6, 7, 8, and 9 shall survive the termination, for any reason, of this Agreement. Upon the termination or expiration of this Agreement (a) Contractor shall return to LAC any confidential and proprietary information, or other property, of LAC and (b) Contractor shall cease any use of LAC's proprietary property that was approved in accordance with Paragraph 5.

8. Confidentiality.

8.1 Contractor shall not intentionally disclose, and will use its best efforts to prohibit the unintentional disclosure, to any third party of any of LAC's confidential or proprietary information including, but not limited to its Client names (and other Client information), processes, procedures, systems, vendors, trade secrets, prices (including fees charged under this Agreement or any AVF), drawings, specifications, or other documents prepared by Contractor pursuant to the terms of this Agreement unless such information is or becomes generally known to the public or enters the public domain. As a Contractor to LAC, filing for State unemployment insurance is

considered an unlawful act and could be not considered an option at anytime by the understanding of the definition of a Contractor status.

8.2 Contractor shall not advertise or publish the fact that LAC has contracted to purchase Services from Contractor, nor shall any information relating to any AVF, order or specific project assigned to Contractor pursuant to the terms of this Agreement be disclosed without LAC's written permission.

8.3 Unless otherwise agreed in writing, no commercial, financial or technical information disclosed in any manner or at any time by Contractor to LAC shall be deemed secret or confidential and Contractor shall have no rights against LAC with respect thereto, except such rights as may exist under patent laws and, in such event, where LAC has been advised of such rights in writing in advance.

8.4 The terms of this Paragraph 8 shall survive the termination, for any reason, of this Agreement for a period of five (5) years from the date of termination. In the event of a violation of this provision, LAC may initiate an action for injunctive relief in the appropriate courts of equity jurisdiction without the necessity of posting bond or proving irreparable harm.

9. Non-Circumvention; Nonsolicitation. During the term of this Agreement, and any renewals thereof, Contractor agrees not to directly contact any Client. All communication by Contractor regarding any Services provided pursuant to the terms of this Agreement shall be with LAC. During the term of this Agreement, and any renewals thereof, and for a period of six (6) months following the termination, for any reason, of this Agreement, Contractor agrees not to solicit further business from LAC clients or customers for whom Contractor provided Services for LAC pursuant to the terms of this Agreement.

10. Miscellaneous

10.1 Any and all notices and statements to be given under this Agreement are to be in writing, delivered by hand, facsimile, telegram, a nationally recognized overnight express or similar service with package tracking capability, or first class United States mail, postage prepaid and registered or certified with return receipt requested, to the addresses or facsimile numbers, as applicable (which addresses and facsimile numbers may be revised by notice) that appear on the signature page at the beginning of this Agreement. All notices and statements shall be deemed given, delivered, received and effective upon personal delivery or receipt of facsimile or telegram, one calendar day after sending by overnight express or any similar service or three (3) calendar days after mailing by first class United States mail in the manner set forth above.

10.2 This Agreement may not be amended or modified except through a writing executed by each of the parties or other electronic communication recorded in a tangible form approved by each of the parties.

10.3 The failure of a party to insist in any one or more instances upon strict performance of any of the covenants, agreements or conditions of this Agreement or to exercise any rights hereunder shall not be construed as a waiver or a relinquishment for the future of such covenants, agreements, conditions or rights.

10.4 This Agreement constitutes the entire agreement between the parties with respect to the subject of the transactions contemplated hereby and supersedes all prior letters or agreements with respect hereto.

10.5 Contractor may not assign this Agreement or delegate the performance of its duties under this Agreement without the express prior written consent of LAC. For purposes of this Agreement, an assignment shall include a change in the ownership of fifty percent (50%) or more of Contractor.

10.6 In the event of litigation, the parties agree to submit themselves to the jurisdiction of the appropriate courts of the State of California or the federal court with jurisdiction therefore, and hereby waive service of process. Venue shall be in the County of Alameda, State of California. In construing any provision in this Agreement or in any breach of contract action, the laws of the Commonwealth of Virginia shall apply. The rule of construction providing for contracts to be construed strictly against the drafter shall not apply in any such actions.

10.7 In the event a dispute arises under this Agreement between the parties, which dispute results in legal action being taken by one party against the other party, the prevailing party shall be entitled to recover its reasonable attorney fees, costs and other expenses associated with the enforcement of its rights under this Agreement from the non-prevailing party.

10.8 Each party is acting as an independent contractor and not as agent, partner or joint venture with the other party. Nothing herein shall create, or be deemed to create, an agency relationship, partnership, franchise, or joint venture between the parties and no party may make a representation to the contrary. Notwithstanding the above, when providing the Services to Clients, Contractor shall at all times represent itself as a contractor of LAC.

10.9 This Agreement is made for the sole benefit of the parties hereto and of their respective successors and permitted assigns. Nothing herein shall create, or be deemed to create, a relationship between the parties hereto, or either of them, and any individual or entity not a party hereto in the nature of a third party beneficiary, equitable lien or fiduciary relationship.

10.10 This Agreement may be executed in any number of counterparts. Each counterpart so executed shall be deemed an original, but all such counterparts shall together constitute one and the same instrument.

10.11 Any decision of a court of competent jurisdiction that invalidates one or more provisions of this Agreement does not invalidate any other provision of this Agreement, and the parties shall in good faith act to interpret or amend the Agreement so as to reflect the original intent of the parties.

10.12 LAC shall not be liable for any non-performance or delay in performance of any term or condition of this Agreement resulting, directly or indirectly, from any cause beyond the reasonable control of LAC.

10.13 For purposes of this Agreement, except as otherwise expressly provided or unless the context otherwise requires: (a) the use of the singular form includes the plural, and the use of the plural form includes the singular, (b) the use of any gender herein shall be deemed to include the other gender, (c) the captions used in this Agreement are inserted for convenience only and are in no way intended to describe, interpret, define or limit the scope or content of this Agreement or any provision hereof, (d) the words "herein", "hereof", "hereunder" and other words of similar import refer to this Agreement as a whole and not to any particular provision, (e) the term "include" or "including" shall mean without limitation by reason of enumeration, and (f) any reference to any federal, state, local or foreign statute or law shall be deemed to refer to all rules and regulations promulgated hereunder. This Agreement shall be construed fairly as to each party and not in favor of or against any party, regardless of which party prepared the Agreement.

The parties to this Agreement hereby declare their legal capability to be bound by its terms and execute this Agreement.

CONTRACTOR:

Name: _____

Company Name: _____

Address: _____

City, State, Zip: _____

Telephone: _____

Signature (By): _____

Date: _____

Print Name: _____

Title: _____

LAC:

LandAmerica Assessment Corporation
 1920 Main Street, Suite 1200
 Irvine, California 92614
 (949) 930-9106 Fax (949) 930-9087

By: _____ Date: _____

Steve McNeil
 PA Program Manager