

Terms & Conditions for Contractors

EarthCalc, Inc. is not a licensed contractor or a civil engineering firm, it does not have staff that is licensed in those professions, nor does it represent to perform licensed civil engineering. EarthCalc, Inc. is an outsource CAD staff service.

1. Relationship to Licensed Contractor

The contractor's estimating and/or machine control team will direct and oversee all the work that it outsources to EarthCalc, Inc.'s staff to complete as required under the Business Professional Code.

2. Insurance

EarthCalc, Inc. **DOES NOT WORK ON SITE** and consequently does not provide Certificates of Insurance for Workers Compensations, General Liability, Auto Liability and Professional Liability insurance.

3. Limits of Liability

The client is responsible to review all information given to them by EarthCalc, Inc to ensure its accuracy. EarthCalc, Inc. 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 invoice. At EarthCalc, Inc.'s discretion, an invoice may be credited for the work its staff completes. The credit **WILL NOT EXCEED** the amount of the invoice. Disputes not resolved between parties shall be settled by arbitration in accordance with the rules of the American Arbitration Association and in Stanislaus County, California.

4. Confidentiality

EarthCalc, Inc. **DOES NOT** share information about its clients or the client projects.

5. Payment

EarthCalc, Inc. requires a deposit of the full cost of 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 within 10 days, it will be sent to legal collections. All costs and attorney fees associated with the collection of overdue balances will be charged to the client. Collection Agency fees will be added to the client's outstanding balance. EarthCalc, Inc. reserves the right to require C.O.D. on any client who is or has been late beyond 30 days.

Owner/Officer Signature

Date

Printed Name

Company Name

Title