



2171 JERICHO TURNPIKE, SUITE 230, COMMACK, NY 11725  
PHONE: 631-858-5500 • FAX: 631-858-5599

WEB: www.heimer.com • EMAIL: pe@heimer.com

ENGINEERS • CONSULTANTS • BUILDING INSPECTORS

LICENSED BY NEW YORK, NEW JERSEY, AND CONNECTICUT

2171 JERICHO TURNPIKE, COMMACK, NY 11725 • 631-858-5500  
620 MIDDLE NECK ROAD, GREAT NECK, NY 11023 • 516-487-2100  
370 SEVENTH AVENUE, NEW YORK, NY 10001 • 212-563-4777  
16 COURT STREET, BROOKLYN, NY 11241 • 718-237-7777  
2810 OLENVILLE AVENUE, BRONX, NY 10467 • 718-547-2000  
71-34 AUSTIN STREET, FOREST HILLS, NY 11375 • 718-544-3000  
901 HUGUENOT AVENUE, STATEN ISLAND, NY 10312 • 718-227-5000  
48E MAIN STREET, WESTHAMPTON BEACH, NY 11978 • 631-288-3900  
459 MAIN STREET, NEW ROCHELLE, NY 10801 • 914-576-6100

## BINDER FOR PROFESSIONAL ENGINEERING TIME

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**BINDER:** This binder (hereinafter BINDER) dated (DATE): confirms that a Licensed Professional Engineer from HEIMER ENGINEERING, P.C., (hereinafter ENGINEER) agrees to meet:

(prospective client): \_\_\_\_\_ (hereinafter PRINCIPAL)

(or PRINCIPAL's agent; include name, address, phone, relationship): \_\_\_\_\_ (hereinafter AGENT)

who represents that he (she) has the authority to sign on behalf of PRINCIPAL regarding:

(premises) \_\_\_\_\_ (hereinafter PREMISES)

to finalize the terms and conditions necessary for ENGINEER to provide engineering services consisting of an inspection (hereinafter INSPECTION) of PREMISES regarding the

PRINCIPAL's specific needs, in order to agree on a fee, initially approximated to be \$ \_\_\_\_\_ (hereinafter APPROXIMATED FEE).

**PAYMENT OF BINDER:** To secure ENGINEER for an appointment, BINDER is required when an appointment is made in the amount of 50% of APPROXIMATED FEE:

**APPOINTMENT AND FEES:** ENGINEER will arrive at PREMISES at a mutually agreed upon hour (hereinafter APPOINTMENT) to finalize the terms and conditions.

BINDER is due and payable prior to APPOINTMENT.

It is understood that upon mutual agreement to the terms and conditions, both parties will sign a contract (hereinafter CONTRACT) specifying the terms and conditions, and the agreed fee (hereinafter AGREED FEE), for the services to be conducted, prior to the onset of INSPECTION. If the terms and conditions cannot be finalized, then INSPECTION will not be conducted.

*AGREED FEE is to be remitted prior to departure of ENGINEER from PREMISES at the completion of INSPECTION either by check, credit card, or cash. AGREED FEE payment will consist of BINDER and any necessary balance due.*

**CANCELLATION and REFUND OF BINDER:** BINDER is fully refundable when APPOINTMENT is cancelled more than one business day prior to APPOINTMENT. Call ENGINEER at one of the numbers listed on the top of this page during normal business hours to cancel and a confirmation cancellation number will be provided. Call ENGINEER at one of the numbers listed on the top of this page after-hours and/or on weekends, leave message at least one business day prior to APPOINTMENT, and your call time and voice will be recorded and will serve as your receipt of confirmation of cancellation. For your protection, call must be made by PRINCIPAL or AGENT designated herein. Calls made by Real Estate Brokers, Sellers, and/or other third parties do not constitute proper cancellation and you will not be eligible for a refund.

**CANCELLATION and PARTIAL REFUND OF BINDER:** Cancellations made after 5:30 PM are considered as if made at 8:00 AM the following morning. If cancellation is less than one business day prior to APPOINTMENT, BINDER is partly refundable per the following table:

If cancellation is onsite, or zero to one hour prior to APPOINTMENT: (at time of, or after, APPOINTMENT, by phone or at site): Refund is zero percent of BINDER;

If cancellation is one to three hours prior to APPOINTMENT: Refund is ten percent of BINDER.;

If cancellation is three to six hours prior to APPOINTMENT: Refund is thirty percent of BINDER:

If cancellation is six to nine hours prior to APPOINTMENT: Refund is fifty percent of BINDER;

If cancellation is nine to twenty-four hours prior to APPOINTMENT: Refund is seventy-five percent of BINDER;

**UNREFUNDED EXPENSES:** ENGINEER retains the above varying percentages of BINDER as fair compensation for the time commitment and expenses ENGINEER has expended preparing for, travelling to, and time spent at APPOINTMENT site. BINDER is non-refundable except as per the cancellation terms above and is for this APPOINTMENT only, and cannot be applied to future appointments or inspections.

PRINCIPAL'S Name (please print) \_\_\_\_\_

PRINCIPAL'S Address \_\_\_\_\_

PRINCIPAL'S Phone(s): (Home) \_\_\_\_\_ (Work) \_\_\_\_\_ (Cell) \_\_\_\_\_

PRINCIPAL'S Email: \_\_\_\_\_ Fax: \_\_\_\_\_

Signed as PRINCIPAL, or AGENT for PRINCIPAL:  \_\_\_\_\_ for ENGINEER \_\_\_\_\_

Signer's Name and Address (please print): \_\_\_\_\_