

## Consultation Agreement Instructions

The **Consultation Agreement** should be filled out and returned *immediately*, as it is needed before scheduling an appointment or performing any work. The **Consultation Agreement** is found on pages 2 and 3 of this PDF document.

**If any info is omitted, incorrect, or difficult to read, the inspection and/or report will be delayed**

Please carefully follow these steps. You can place a check mark in the  after completing each step to remind yourself what you have completed.

- Print today's date after **Today's Date**.
- Print the name of the client after **Client's Name**.
- Print what is to be inspected after **Aspect to be Inspected**. For example, this could be the third-floor steps, the front steps, an exercise bike, a swing set, a roadway, etc.
- Print the full address to be examined after **Address**. Make sure you include the street, the city, the state, and the unit number if applicable.
- Print the fee you were quoted after **Inspection Fee**.
- Sign your name after **Your Signature**.
- Print the signer's name and address after **Signer's Name and Address**.
- At item eight of the agreement, initial after **Signer's Initials**.
- A **Client Information Sheet** must be completed even if you have provided this information to the office. **The highlighted areas are required**. Page 4 of this PDF document is the **Client Information Sheet** that needs to be completed.
- Fill in the information on where the report is to be mailed, etc. in the top section of the **Client Information Sheet**.
- Complete the payment information in the middle section of the **Client Information Sheet** and complete the **Credit Card Information Sheet** (page 5 of this PDF document). **The highlighted areas are required**
- Scan both pages of the signed **Consultation Agreement**, the **Client Information Sheet**, and **Credit Card Information Sheet**, and email them to [orders@heimer.com](mailto:orders@heimer.com). If you email a scanned copy, include both a subject and written text in the body of the email. Emails with only an attachment may be treated as junk mail. Alternatively, set your fax machine resolution to fine, and fax both pages of the signed **Consultation Agreement**, the **Client Information Sheet**, and **Credit Card Information Sheet** to **631.858.5599** or **646.795.4571** (4 pages total). There is no need to include a cover page.
- If you have not confirmed the appointment, you must still call and confirm. **Sending a signed Agreement is not a confirmation of an otherwise unconfirmed appointment.**

## Engineering Consultation Agreement

This contract (hereinafter CONTRACT) dated **Today's Date** (hereinafter DATE) is between Heimer Engineering, P.C. (hereinafter HEIMER) and **Client's Name**

(hereinafter CLIENT)

for engineering services consisting of examination and review of certain limited aspects of the **Aspects to be Inspected**

(hereinafter INSPECTION) at the site on DATE and the development of a report (hereinafter identified as REPORT) at:

**Address**

hereinafter mutually identified as address of INSPECTION

for a fee of **Inspection Fee** \$ (hereinafter FEE)

Signed as CLIENT, or agent for CLIENT **Your Signature**  for HEIMER

CLIENT acknowledges that the terms and conditions below and on the second page hereof are incorporated by reference herein and are agreed to be part of this agreement.

Signer's Name and Address (please print) **Signer's Name and Address**

INSPECTION is subject to the following terms and conditions: IT IS MUTUALLY UNDERSTOOD AND AGREED THAT:

1. This CONTRACT sets forth the entire understanding between HEIMER and CLIENT relating to the subject matter contained in it and merges all prior discussions and agreements, if any, between them as to that subject matter.
2. HEIMER in entering into this CONTRACT and by performing service hereunder does not assume, abridge, abrogate, or undertake to discharge any duty or responsibility of CLIENT to any other party or parties. No party or entity other than CLIENT shall have any right to rely on REPORT or other representation or conduct of HEIMER or agents thereof, and HEIMER disclaims any obligations of any nature whatsoever with respect to such parties or entities.
3. REPORT represents the opinion of HEIMER at the time of issuance of REPORT and is furnished to help CLIENT understand reported engineering aspects of the INSPECTION. CLIENT does not and will not seek indemnity by this CONTRACT from HEIMER against any losses or damages except to the extent provided herein.
4. INSPECTION and REPORT apply only to safely accessible and observable areas at INSPECTION and to conditions only at time of INSPECTION. Only those limited aspects of INSPECTION specifically discussed in REPORT have been evaluated. Unless otherwise specified herein, nothing in REPORT shall be deemed to imply, impute, suggest, or mean anything beyond what is specifically stated therein.
5. Prior to the signing of this CONTRACT, there has been no agreement between HEIMER and CLIENT except that HEIMER agreed to arrive at SITE for purposes of finalizing CONTRACT by presenting CONTRACT to CLIENT for signature, and, performing subsequent services only if CONTRACT is signed. HEIMER may, at its option, begin to examine INSPECTION prior to CLIENT's signing CONTRACT to verify INSPECTION scope was accurately represented to HEIMER by CLIENT and FEE is correct. REPORT is for the exclusive use of CLIENT, and REPORT is not to be used by anyone other than CLIENT, even on behalf of CLIENT, for any purpose including, but not limited to, advertising or publicity material without prior written approval of HEIMER. CLIENT agrees to hold HEIMER harmless and to protect, defend, and indemnify HEIMER, its subsidiaries and affiliates and its and their officers, directors, shareholders and agents against any claim, loss, expense, liability or damage, including reasonable attorney's fees arising out of any violation by CLIENT of these terms and conditions.
6. REPORT is not a guarantee or warranty or implication that INSPECTION meets municipal building, plumbing, structural, electrical, and zoning codes or ordinances, or complies with any standard.
7. FEE is based on the scope of the inspection as originally described to HEIMER. Additional engineering time is payable at the rate of \$335 per hour. No additional time will be spent without the prior authorization of CLIENT. HEIMER will not issue REPORT until all necessary information has been gathered, the REPORT is complete, and all fees have been paid in full. HEIMER cannot promise delivery of the report at any specific time. All changes to REPORT after the final report is emailed or mailed is payable at \$335 per hour. FEE does not include an extensive review of documents. FEE does not include obtaining records from any municipal building department. FEE does not include obtaining any municipal or other records.
8. **CLIENT acknowledges that this CONTRACT was available to CLIENT by computer from the HEIMER's Website prior to its execution by CLIENT. In the event of any litigation regarding any aspect of INSPECTION, the liability of HEIMER, their agents, employees, subcontractors, and stockholders (personally), is strictly limited to FEE regardless of perceived or actual errors, omissions, negligence, oral representations, breach of contract (implied, oral or otherwise), malpractice, and delay by either HEIMER, their agents, subcontractors, employees or stockholders (personally), when these result in personal, financial, or medical injury or damage to any person or persons who are (and/or may become) parties interested in (or are otherwise affected by) the contents of REPORT and/or STRUCTURE, its site, and/or site improvements. It is understood and agreed that FEE is the maximum liability of HEIMER in any event and that FEE is based on this level of liability. CLIENT is hereby notified that this limit of liability is the industry standard in pre-purchase inspections. It is agreed that no litigation may be commenced by CLIENT against HEIMER more than one (1) year after DATE. The venue for any litigation is mutually agreed to be Nassau County, New York. Should any litigation (including, but not limited to, small claims, arbitration, hearings, etc.) arise with HEIMER as a defendant as a result of INSPECTION, REPORT, or CONTRACT, it is mutually agreed that CLIENT is obligated to pay HEIMER's reasonable attorney's fees and if HEIMER'S attorney is paid on a retainer basis a reasonable attorney's fee as a partial offset to the cost to HEIMER of having an attorney on retainer for this purpose if court finds substantially in HEIMER's favor.**
9. Many of the INSPECTION limitations cannot be known until INSPECTION is completed and REPORT prepared. Only those limited aspects of INSPECTION specifically stated in REPORT as being examined were inspected and evaluated. In some cases, inspected aspects may be outside the area of the INSPECTION.

**Client's  
Initials**

10. Should CLIENT, or any buyer or entity disclaim authority of CONTRACT signer to act as agent of CLIENT or any or all buyers, then the signer of CONTRACT herein indemnifies HEIMER for all costs, damages, judgments, and expenses incurred by HEIMER, including attorney's fees and claims that would normally be prohibited pursuant to this agreement, regarding any claims against HEIMER made by CLIENT or any buyer or entity that relies on REPORT or other representation or conduct of HEIMER or agents thereof, including the costs, expenses and attorney's fees incurred to enforce this clause. CLIENT shall indemnify, defend, and hold harmless HEIMER against all third-party claims arising out of, or in any way related to, performance of HEIMER, INSPECTION, or REPORT including any judgments and attorney's fees incurred by HEIMER to defend against such claims.
11. REPORT is not to be used for any filing with any municipal agency. CLIENT acknowledges the INSPECTION was not for the purpose of filing with any municipal agency, and that REPORT was not designed to accompany or support any filing.
12. Any cost estimates, if provided, are to help understand the INSPECTION. Actual cost estimates should be obtained from a contractor who is going to perform the work. REPORT is not a specification for repair or construction.
13. FEE does not include signing any affidavits regarding INSPECTION. The fee to review and sign an affidavit is \$670. If HEIMER waives the affidavit fee, HEIMER is not agreeing to waive any other additional fees. CLIENT acknowledges that there are additional fees for court appearances.
14. CLIENT acknowledges that HEIMER retains records for only six years. If CLIENT wishes to have the records retained for a longer period of time, CLIENT will so notify HEIMER in writing.
15. HEIMER walks on flat roofs, if necessary, when access is provided by means of an interior or exterior staircase, door, or roof hatch under which a permanently mounted ladder is located. HEIMER enters attics, if necessary, when the attics are fully floored and the headroom is more than four feet. Inspection of the subterranean crawl spaces, if necessary, is conducted in the same manner (presuming the head room is more than four feet and access is possible without climbing)
16. REPORT encompasses the entire results of INSPECTION. CLIENT will not form conclusions regarding INSPECTION or aspects thereof which are not stated in REPORT except at CLIENT's own risk.
17. INSPECTION is specifically from positions exclusively on the subject property or nearby safely accessible public roads.
18. REPORT is not a guarantee, warranty, or policy of insurance regarding INSPECTION.
19. In the event that it is necessary for HEIMER to return to complete INSPECTION or REPORT as a result of unforeseeable circumstances, CLIENT is responsible to obtain additional access to INSPECTION for HEIMER during normal business hours. HEIMER has no obligation to develop or deliver REPORT to CLIENT until such additional access is obtained. If CLIENT fails to obtain additional access for HEIMER to INSPECTION, CLIENT remains responsible for payment of FEE. If CLIENT obtains additional access for HEIMER, CLIENT is responsible for payment of FEE, plus any others fees due under the terms of this contract or any other mutually agreed fees.
20. INSPECTION and REPORT are specifically not intended to be used for the purpose of determining the value or repair cost of INSPECTION. INSPECTION and REPORT are specifically not intended to be used as the basis for a decision to purchase or lease anything related to INSPECTION. INSPECTION and REPORT are not a specification for repair. INSPECTION is not a pre-purchase inspection.
21. REPORT is to be read by CLIENT in its entirety. It is agreed that if CLIENT has any questions regarding any aspect of REPORT after reading it, CLIENT will notify HEIMER in writing before making firm decisions and/or undertaking expense or commitment.
22. If CLIENT or CLIENT's agent requests HEIMER to delay completing REPORT beyond one year after INSPECTION, or fails to provide all required information so REPORT cannot be completed until more than one year after INSPECTION, additional review and revision may be required. The time for such additional time is billable by HEIMER.
23. The payment terms are NET CASH. Payment of TOTAL FEE (by check, credit card, money order, or cash) will be rendered upon completion of INSPECTION and prior to release of REPORT. If INSPECTION is cancelled following the arrival of HEIMER, one-half of TOTAL FEE is due and payable at the time of cancellation. If INSPECTION is stopped for any reason, TOTAL FEE is due and payable at the time INSPECTION is stopped. Any additional services requested by CLIENT are billable at \$285 per hour, with a two-hour minimum. CLIENT agrees to pay HEIMER'S reasonable attorney's fees involved in the collection of TOTAL FEE.
24. This CONTRACT shall be construed and enforced as a contract in accordance with the laws of The State of New York without regard to its conflicts of law provisions. In the event CLIENT has a claim of breach of warranty or for a negligent or grossly negligent inspection, CLIENT shall provide HEIMER with ten (10) working days to re-inspect INSPECTION before the client repairs or replaces the subject of the claim. CLIENT agrees to notify HEIMER in writing within thirty (30) days of becoming aware of a problem. If CLIENT fails to so notify HEIMER or allow a reinspection within 10 days, CLIENT agrees that all rights to bring an action or actions against HEIMER are terminated and/or waived.
25. Should any litigation (including, but not limited to, small claims, arbitration, hearings, etc.) arise (with HEIMER as a defendant) as a result of INSPECTION, REPORT, or CONTRACT, it is mutually agreed that CLIENT is obligated to pay HEIMER's reasonable attorney's fees if court finds substantially in HEIMER's favor.
26. All Notices regarding litigation shall be sent to HEIMER at 2171 Jericho Turnpike, Suite 230, Commack, NY 11725-2947, and not to any other address. The venue for any litigation is mutually agreed to be Nassau County, New York. In the event of a refund of TOTAL FEE or portion thereof, or any other sum, such refund shall be a full and final settlement of all present and future claims and causes of actions, and HEIMER shall be thereupon generally and fully released.
27. If HEIMER is requested by CLIENT or subpoenaed by CLIENT or adversary of CLIENT in any litigation involving a third party, where INSPECTION, REPORT, notes on INSPECTION and/or REPORT preparation, a court appearance, deposition,, or other time for which HEIMER is usually compensated is sought, CLIENT shall pay HEIMER'S prevailing litigation rates or \$6,000 per day or portion thereof, whichever is less, or obtain a protective order prohibiting said adversary or third-party from obtaining appearance, services, or information at CLIENT'S sole cost and expense. If HEIMER is subpoenaed as a fact witness, professional fees will be due as if HEIMER was retained as an expert witness.
28. If any provisions (or provision clauses) of this CONTRACT shall be held to be invalid, illegal or unenforceable, the validity, legality, and enforceability of the remaining provisions (and provision clauses) shall not be affected or impaired thereby. Facsimile and scanned copies shall be treated as original documents for all purposes. Initials shall be treated as signatures for all purposes.
29. The employee who signs this document on HEIMER's behalf can only bind HEIMER to this agreement without changes to the pre-printed language. CLIENT agrees that any changes to the pre-printed language contained herein may only be accepted by HEIMER in a separate document signed by an officer of HEIMER. Extra instructions written by HEIMER, HEIMER's employees, or CLIENT on this agreement are not part of this agreement unless accepted as such in a separate agreement signed by an officer of HEIMER.
30. Unauthorized reproduction or alteration of REPORT or any part thereof, without express written permission of HEIMER, is a violation of law and is prohibited. Copies of REPORT not bearing the Professional Engineer's original inked seal are not valid copies. No part of REPORT may be reproduced or utilized in any form or by any means, electronic or mechanical, including photocopying, recording or by any informational retrieval system, without permission in writing. All rights are reserved by HEIMER.
31. The information in REPORT is fully restricted for use exclusively by CLIENT and/or HEIMER. No rights regarding extension of the use of REPORT is granted to assigns, successors, or others nor is reliance upon REPORT by any other individual corporation, company, or other entity granted without the express written permission of HEIMER. By accepting REPORT and/or using REPORT and/or relying upon contents of REPORT, and/or paying for REPORT, CLIENT accepts the terms, notes, disclosures, conditions, inspection limitations, liability limitations, and general limitations specified therein. CONTRACT is not assignable without prior written consent of HEIMER. Any attempt to assign any of the rights, duties, or obligations of CONTRACT without such consent is void.



2171 Jericho Turnpike, Commack, NY 11725  
www.heimer.com • Info@heimer.com

Licensed Professional Engineers

516.487.2100 • 718.544.3000  
212.563.4777 • 631.858.5500  
914.576.6100 • 718.227.5000  
800.605.1500 • 845.638.4900

### Client Information Sheet

Fill out this page *before the end of the inspection* and hand it to the Engineer. This is not an agreement to perform the inspection. Inspections are subject to a pre-inspection agreement, available at [www.heimer.com/go/Inspection-Agreements.html](http://www.heimer.com/go/Inspection-Agreements.html). If you are not going to be at the inspection, scan and email this completed form to [Info@heimer.com](mailto:Info@heimer.com), or fax the form to **631.858.5599**. Information is confidential and is subject to Heimer Engineering’s privacy policy. **The highlighted areas are required**

If any information is omitted, incorrect, or difficult to read, your report will be delayed by one or more days

Your Info	<b>Your Name</b>	_____
	<b>Your Phone Number</b>	_____
	<b>Your Current Mailing Address</b>	_____
	<b>Your Email Address</b>	_____
Payment Info	Payment is required at the time of the inspection. <b>Fill in how payment will be made below</b>	
	<input type="checkbox"/> <b>Credit card.</b> Fill in the credit card information sheet. Information from a previous inspection cannot be reused. <input type="checkbox"/> <b>Credit card.</b> My credit card information was provided when the order was placed. <input type="checkbox"/> <b>Check</b> made out to Heimer Engineering PC <input type="checkbox"/> <b>Cash</b>	
Property Info	<b>Address of the property inspected</b>	_____
	The inspection report will be emailed to you and your Attorney. Please make sure that we have the correct email addresses, and that all email addresses are readable.	
Attorney Info	<b>Fill in information on your Attorney information below</b>	
	<input type="checkbox"/> I do not have this information with me. I will email it to <a href="mailto:Info@heimer.com">Info@heimer.com</a> within the next 24 hours. <input type="checkbox"/> I have not yet selected an Attorney. <input type="checkbox"/> I do not want the report emailed to my Attorney at this time. <i>Do <u>not</u> fill in any information below.</i>	
	<b>Attorney’s Name</b>	_____
	<b>Attorney’s Email Address</b> _____ <b>Attorney’s Phone Number</b> _____	
	<b>Attorney’s Firm Name</b> _____	
<b>Control ID</b>         -         <i>Office Use Only</i>		This document contains proprietary and confidential information. It is prohibited to release this document or the information it contains without authorization. Information in this document is subject to Heimer Engineering’s privacy policy.

**Your Signature** X \_\_\_\_\_ **Today’s date** \_\_\_\_\_



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### Credit Card Information

Fill in this information ONLY if paying by credit card. This information is on a separate sheet to help protect the security of your credit card information. **This document will be shredded after processing payment.** If you are not going to be at the inspection, scan and email this completed form to [Info@heimer.com](mailto:Info@heimer.com), or fax the form to 631.858.5599. The amount billed to the credit card is shown on the pre-inspection agreement. **Highlighted areas are required**

**If any information is omitted, incorrect, or difficult to read, your report will be delayed by one or more days**

Cardholder	<b>Name as it Appears on Credit Card</b> First and Last Name Required _____
	Master Card, Visa, or Discover use <b>MC, VISA, Discover</b> box. American Express use <b>American Express</b> box
	<b>Master Card – Visa – Discover</b> ( <i>American Express see below</i> ) Print all information clearly
MC, Visa, Discover	<b>Card Number</b> _____
	<b>CVV Security Code</b> (from <u>back</u> of card) _____
	<b>Master Card, Visa, Discover Expiration Date:</b> <b>Month</b> _____ <b>Year</b> _____
American Express	<b>American Express</b> ( <i>Master Card – Visa – Discover see above</i> ) Print all information clearly
	<b>Card Number</b> _____
	<b>Security Code</b> (from <u>front</u> of card) _____
Billing Address	<b>AMEX Expiration Date:</b> <b>Month</b> _____ <b>Year</b> _____
	<b>Credit Card Billing Address Information</b> This information should be filled in even if you have already provided it to us.
	<b>Phone Number</b> (to contact you if there are difficulties processing the card) _____
Client	<b>Credit Card Billing Address</b> _____
	<b>Credit Card Billing City and State</b> _____
	<b>Credit Card Billing Zip Code</b> _____
	<b>Client's Name</b> _____
	<b>Address of Property Inspected</b> _____
	<b>Control ID</b> _____ <i>Office Use Only</i>
	This document contains proprietary and confidential information. It is prohibited to release this document or the information it contains without authorization. Information in this document is subject to Heimer Engineering's privacy policy.

This is not an agreement to perform the inspection. Inspections are subject to a pre-inspection agreement, which is available at [www.heimer.com/go/Inspection-Agreements.html](http://www.heimer.com/go/Inspection-Agreements.html).

**Your Signature** X \_\_\_\_\_ **Today's date** \_\_\_\_\_