

CONSULTING AGREEMENT

THIS CONSULTING AGREEMENT (this “Agreement”) is entered into on this the ____ day of _____, 20____, by and between **Construction Risk Mitigation, LLC** (the “Consultant”) and _____ (the “Lender”).

Recitals:

Consultant is in the business of providing construction progress inspections and reports to lender’s on construction projects.

Lender is in the business of providing financing for various residential and/or construction projects.

Lender desires to retain the services of Consultant to provide inspections and reports for Lender’s various projects for which Lender has provided financing to allow Lender to make more timely and accurate decisions regarding the funding of such construction projects that Lender has from time to time.

NOW, THEREFORE, in consideration of the sum of Ten and No/100 Dollars (\$10.00), and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, hereby agree as follows:

1. Services. The Consultant shall visit such construction project sites as are requested by Lender and upon each such visit the Consultant shall inspect the construction project and site and provide the Lender with a construction progress inspection report on a timely basis.

2. Compensation. The Lender shall compensate the Consultant on a per Inspection (as defined herein) basis as provided on a Pricing List provided by the Consultant which may be changed and/or amended from time to time. Unless otherwise agreed to in writing between the Consultant and the Lender, the Consultant shall provide the Lender with invoices at least monthly and payment shall be due from the Lender within fifteen (15) days of the date of the invoice. For the purposes of this Agreement, “Inspection” shall mean each time the Consultant visits a construction site at the request of the Lender or as required by Lender.

3. Insurance, Taxes, etc. The Consultant shall maintain adequate employer’s liability insurance, and pay any and all taxes and all other payments required to be made by the laws of the United States or of the State of Alabama.

4. Industrial Safety. The Consultant shall take reasonable precautions to avoid injury or damage to any party while performing the services.

5. Limitations of Consultant's Representations and Indemnity of the Lender. Notwithstanding anything to the contrary herein, the Consultant **DOES NOT** make any representations as to: (i) the quality of work being performed by any general contractor, subcontractor, architect or engineer on any of the projects for which the Consultant is providing an inspection; (ii) whether any project for which the Consultant provides an inspection is being built in accordance with any and all building codes of any municipality, county, state or other governmental agency or otherwise; and (iii) whether any project for which the Consultant provides an Inspection is being built in accordance with that as set forth in any plans and specifications provided for any project or prepared in conjunction of any project, as the Lender expressly understands and agrees that the Consultant is not an engineer, architect, contractor, subcontractor or building inspector for any governmental agency for which those duties and liabilities are reserved. The Lender hereby agrees to defend, indemnify and hold harmless the Consultant and the Consultant's members, managers, officers, employees, agents, affiliates, contractors, and successors and assigns from and against any and all claims, actions, causes of action, suits, damages, liability, costs, expenses and reasonable attorney's fees, of any kind or nature whatsoever, incurred, paid by or demanded to be paid by the Consultant, it members, managers, officers, employees, agents, affiliates, contractor, and successors and assigns which are related to the limitations provided in this Paragraph 5 of this Agreement.

6. Confidentiality/Proprietary Information. The Consultant shall not disclose and shall hold in confidence any and all proprietary information, financial information, drawings, plans, and other matters owned by the Lender or any of Lender's borrowers brought to the attention of the Consultant or provided to Consultant during the course of this Agreement, whether in written or oral form (the "Information"). Without the prior written consent of the Lender and the Lender's borrower to whom the Information applies, the Consultant shall not use the Information for any purpose other than to perform the services to be performed by the Consultant pursuant to this Agreement; provide, however, the Consultant shall not be so restricted where: (i) the Information is now or becomes public through no fault of the Consultant; or (ii) the Consultant received the Information from a third party on a non-confidential basis and not derived from the Lender or the Lenders' borrower. In addition, where applicable, the Consultant shall not knowingly violate the financial privacy requirements of the Gramm-Leach-Bliley Financial Modernization Act of 1999.

7. Notices. All notices or communications required or permitted under this Agreement shall be given in writing and served either by personal delivery, overnight courier or by deposit in the United States mail and sent by first class registered or certified mail, return receipt requested, postage prepaid:

If to the Consultant: Construction Risk Management, LLC
 P.O. Box 873
 Montrose, AL 36559
 Attn: Dale Marston
 Fax: 251-243-0537

If to Lender: _____

_____, Alabama ____
Attn: _____
Fax: _____

Notice shall be deemed given and effective the day personally delivered, the day after being sent by overnight courier and three days after deposit in the U.S. mail as provided above, or when actually received, if earlier. Either party may change the address for notices or communications to be given to it by written notice to the other party given as provided in this Section.

8. Entire Agreement. This Agreement and the Schedules hereto and the other agreements referred to herein constitute the entire agreement and understanding of the parties with respect to the subject matter hereof, and supersede all prior and contemporaneous agreements and understandings, oral or written, relative to said subject matter.

9. Assignment. This Agreement and all of the provisions hereof shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns, but neither this Agreement nor any of the rights, interests or obligations hereunder shall be assigned by any of the parties hereto without the prior written consent of the other party.

10. Modification; Remedies Cumulative. This Agreement may not be changed, amended, terminated, augmented, rescinded or otherwise altered, in whole or in part, except by a writing executed by all of the parties hereto. No right, remedy or election given by any term of this Agreement shall be deemed exclusive but each shall be cumulative with all other rights, remedies and elections available at law or in equity.

11. Governing Law. This Agreement shall in all respects be governed by and construed in accordance with the laws of the State of Alabama, without regard to its conflict of laws principles.

12. Headings. The headings in this Agreement are inserted for convenience and identification only and are in no way intended to describe, interpret, define or limit the scope, extent or intent of this Agreement or any provision hereof.

13. Counterparts. This Agreement may be executed in multiple counterparts by original or facsimile signatures, and each such counterpart shall be considered an original, but all of which together shall constitute one and the same agreement.

14. Terminology. Whenever the context requires, words used in the singular shall be construed to mean or to include the plural and vice versa, and pronouns of any gender shall be deemed to include and to designate the masculine, feminine or neuter gender.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year first above written.

CONSULTANT:

CONSTRUCTION RISK MITIGATION, LLC

By: _____

Dale Marston
Its Managing Manager

LENDER:

By: _____

Name: _____

Its _____