



ORDER FORM FOR ENVIRONMENTAL DUE DILIGENCE

For assistance with ordering please call or email **Howard Horwitz, (314) 997-6111**
H.Horwitz@Trileaf.com

Customer Info (For Billing):

Name
Company
Street Address
City State Zip
Phone Email

Order details:

RiskCheck Basic <input type="checkbox"/>	RiskCheck Plus <input type="checkbox"/>	Phase I ESA <input type="checkbox"/>
Cost- \$225 per report	Cost- \$350 per report	Call for pricing.
Review of historical records with an environ. professional opinion suitable for commercial loans.	SBA 504 / 7a Compliant RSRA- Record Search with Risk Assessment	ASTM Standard E1527-05 report.

Project Location:

Name
Street Address
Street Address
City State Zip
County Acreage Building s.f.
Description

Bank or Lender for the Project (if different than the Customer):

Name
Company
Street Address
City State Zip
Phone Email

Certified Development Company (CDC) for the Project (if a SBA 504 Loan):

Name
Company
Street Address
City State Zip
Phone Email

Authorization to Invoice for This Service:

Email this completed order form to Howard Horwitz at H.Horwitz@Trileaf.com. Upon receipt of the form, your order will be reviewed for completeness and understanding. Trileaf will send you an email stating that the project is being initiated. At this point, the project costs cannot be canceled or deferred. I agree to pay Trileaf in full in accordance with the attached General Terms and Conditions.

TRILEAF CORPORATION
GENERAL TERMS AND CONDITIONS

SECTION 1: Scope of Work

TRILEAF™ (hereafter referred to as TRILEAF) shall perform the services defined in the contract and shall invoice the client for those services at the fee schedule rates. Any cost estimates stated in this contract shall not be considered as a firm figure unless otherwise specifically stated in this contract. If unexpected site conditions are discovered, the scope of work may change. TRILEAF will provide additional services at the contract fee schedule rate.

SECTION 2: Access to Sites

Unless otherwise agreed, the client will furnish TRILEAF with right-of-access to the site in order to conduct the planned investigation. TRILEAF will contact all public utilities for location of applicable underground utilities. TRILEAF will not be responsible for any private on-site utilities that cannot be located by the site owner. While TRILEAF will take reasonable precautions to minimize any damage to the property, it is understood by the client that in the normal course of work some damage may occur.

SECTION 3: Unanticipated Hazardous Materials

It shall be the duty of the client to advise TRILEAF of any known or suspected hazardous substances which are or may be related to the services provided. Such hazardous substances include but are not limited to products, materials, by-products, wastes or samples of the foregoing which TRILEAF may be provided or obtain performing its services or which exist or may exist on or near any premises upon which work is to be performed by TRILEAF's employees, agents or subcontractors. If during the course of providing services TRILEAF observes or suspects the existence of unanticipated hazardous materials, TRILEAF may at its option terminate further work on the project and notify client of the condition. Services will be resumed only after a re-negotiation of scope of services and fees. In the event that such re-negotiation cannot occur to the satisfaction of TRILEAF, TRILEAF may at its option terminate this contract. It is understood and agreed that TRILEAF is not, and has no responsibility as a handler, generator, operator, treated or storer, transporter or disposer of hazardous or toxic substances found or identified at a site.

SECTION 4: Reports and Invoices

TRILEAF will furnish up to three (3) copies of the report to the client. Additional copies will be furnished at the expense of the client. TRILEAF will submit invoices to the client monthly and a final bill upon completion of services. Payment is due upon presentation of invoice and is past due thirty (30) days from the invoice date. Client agrees to pay a finance charge of one and one-half percent (1 1/2%) per month, but not exceeding the maximum rate allowed by law on past due accounts.

SECTION 5: Ownership of Documents

All reports, boring logs, field data, field notes, laboratory test data, calculations, estimates, and other documents prepared by TRILEAF as instruments of service, shall remain the property of TRILEAF unless there are other contractual agreements.

SECTION 6: Confidentiality

TRILEAF shall hold confidential all business or technical information obtained from the client or his affiliates or generated in the performance of services under this agreement and identified in writing by the client as "confidential", TRILEAF shall not disclose such information without the client's consent except to the extent required for 1)Performance of services under this agreement; 2) Compliance with professional standards of conduct for preservation of public safety, health, and welfare; 3) Compliance with any court order or other governmental directive and/or 4) Protection of TRILEAF against claims or liabilities arising from performance of services under this agreement. TRILEAF's obligations hereunder shall not apply to information in the public domain or lawfully acquired on a non-confidential basis from others.

SECTION 7: Standard of Care

Services performed by TRILEAF under this Agreement will be conducted in the manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions. No other warranty, expressed or implied, is made or intended by the proposal for consulting services or by furnishing oral or written reports of the findings made.

The client recognizes that subsurface conditions may vary from those encountered at the location where borings, surveys, or explorations are made by TRILEAF and that the data, interpretations, and recommendations of TRILEAF are based solely upon the data available to TRILEAF. TRILEAF will be responsible for the data, interpretations, and recommendations, but shall not be responsible for the interpretation by others of the information developed.

SECTION 8: Limitation of Liability

The client agrees to limit TRILEAF's liability to the owner and all construction contractors and subcontractors on the project arising from TRILEAF's professional acts, errors, or omissions, such that the total aggregate liability of TRILEAF to all those named shall not exceed \$50,000 or TRILEAF's total fee for the services rendered on this project, whichever is greater.

SECTION 9: Insurance and Indemnity

TRILEAF represents that it and its staff are protected by worker's compensation insurance and that TRILEAF has such coverage under public liability and property damage insurance policies which TRILEAF deems to be adequate. It is the policy of TRILEAF to require certificates of insurance from all consultants or subcontractors employed by TRILEAF. Certificates for all such policies of insurance will be provided to client upon request in writing. Within the limits and conditions of such insurance, TRILEAF agrees to indemnify and save client harmless from and against any loss, damage, injury, or liability arising out of the negligence of TRILEAF or its subcontractors. TRILEAF shall not be responsible for any loss, damage, or liability arising from any acts by the client, its agents, staff, or other consultants employed by others.

TRILEAF's compensation hereunder is not commensurate with the potential risk of injury or loss that may be caused by exposures to pollution, hazardous waste, or toxic or other dangerous substances or conditions. Accordingly, except as expressly provided in this contract, the client waives any claim against TRILEAF and liability, or defense cost for injury or loss sustained by any party from such exposures allegedly arising out of or related to TRILEAF's performance or services hereunder.

SECTION 10: Termination

This Agreement may be terminated by either party upon seven (7) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof. Such termination shall not be effective if that substantial failure has been remedied before expiration of the period specified in the written notice. In the event of termination, TRILEAF shall be paid for services performed to the termination notice date plus reasonable termination expenses. Expenses of termination or suspension shall include all direct costs of TRILEAF required to complete analyses and records necessary to complete its files and may also include a report of the services performed to the date of notice of termination or suspension.

SECTION 11: Precedence

These Standards, Terms, and Conditions shall take precedence over any inconsistent or contradictory provisions contained in any proposal, contract, purchase order, requisition, notice to proceed, or like document regarding TRILEAF's services.