

# Property Damage & Reconstruction Specialist

## Consulting Agreement (continued)

### 9. Consultant an Independent Contractor:

- i. Consultant has the right to perform services for others during the term of this Agreement subject to non-competition provisions set out in this Agreement, if any.
- ii. Consultant has the sole right to control and direct the means, manner and method by which the services required by this Agreement will be performed.
- iii. Consultant has the right to perform the services required by this Agreement at any place or location and at such times as Consultant may determine.

10. **Warranties:** The good or services furnished under this agreement are provided as is, without any express or implied warranties or representations.

11. **Limitation on Consultant's Liability to Client:** Consultant's total liability under this Agreement for damages, costs and expenses, regardless of cause, shall not exceed the total amount of fees paid to Consultant by Client under this Agreement. Client shall indemnify Consultant against all claims, liabilities and costs, including reasonable attorney fees, of defending any third party claim or suit.

12. **Contract Changes:** If any intended changes or any events beyond the parties' control require adjustments to this Agreement, the parties shall make a good faith effort to agree on all necessary particulars. Such agreements shall be put in writing, signed by the parties and added to this Agreement.

### 13. General Provisions:

- a. Sole agreement: This is the entire Agreement between Consultant and Client.
- b. Severability: If any part of this Agreement is held unenforceable, the rest of the Agreement will continue in full force and effect.
- c. Applicable law: This Agreement will be governed by the laws of the State of California
- d. Notices: All notices and other communications given in connection with this Agreement shall be in writing and shall be deemed given as follows:
  - i. Delivered personally to the recipient's address
  - ii. Three days after being deposited in the United States mails, postage prepaid, or
  - iii. When sent by fax or email to the last fax number or email address of the recipient known to the party giving notice.
    - i. Notice is effective upon receipt provided that a duplicate copy of the notice is promptly given by first-class or certified mail, or the recipient delivers a written confirmation of receipt.
- e. No partnership: This Agreement does not create a partnership relationship. Consultant does not have authority to enter into contracts on Client's behalf.

\_\_\_\_\_  
Client Signature

\_\_\_\_\_  
Bryan Mann

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

*Quality*  
*Integrity*  
*Experience*

**BRYAN MANN**  
1218 East Broadway, #104  
Long Beach, CA 90802

*Experienced, Involved  
and Dedicated From  
Project Inception to  
Completion!!*