

## **Building Area Measurement Standard Terms and Conditions (STC)**

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1. Building Area Measurement LLC (BAM) shall provide the services in the Letter of Agreement in accordance with the following Terms and Conditions, unless otherwise stated in the Letter of Agreement. The Letter of Agreement takes precedence over these Terms and Conditions. Where a portion of one document is amended by another of higher priority, all unmodified portions shall remain in effect. This agreement shall not create a contractual relationship or duty to any third party.
2. Fees compensated on an hourly basis shall be billed monthly and computed by multiplying the number of hours directly spent on Clients project by the billing rate cited in the Letter of Agreement, which rate is subject to adjustment on January 1 of each year.
3. Fees compensated on the basis of cents per square foot shall be billed monthly based upon BAM's determination of the portion of its services completed through the month.
4. The following Reimbursable Expenses incurred by BAM in connection with its services are not included in the fees stipulated unless specifically stated to the contrary in the Letter of Agreement. These reimbursable expenses shall be billed monthly to the client in addition to fees at their cost to BAM: reproduction, plots larger than 8 ½" X 11", long distance communications and faxes, delivery and messenger services, travel and out-of-town living expenses, sales and other transactional taxes, and the like. If Client requires copies of invoices and logs, they will be provided as an Additional Service.
5. All invoices for fees and reimbursable expenses shall be due upon receipt by the client of BAM's invoice. Disputes or questions regarding an invoice shall be brought to BAM's attention within ten days following receipt of an invoice, and shall not be cause for withholding payment for the undisputed portion of the invoice. A service charge of 1.5% per month, in addition to reasonable collection expenses, shall be added to balances unpaid 30 days after the invoice. BAM reserves the right to suspend or terminate its services, or withhold its documents without notice, if payment in full is not received within 60 days after the invoice date, and BAM shall not be liable for any claims or losses that may result therefrom.
6. If the scope of the Project Services or Time is increased, compensation shall be increased accordingly. If the scope of the Project Services is decreased, compensation for the balance of BAM's services not yet performed shall be adjusted accordingly.
7. After all payments due BAM have been made, the Client may retain and use CAD files and spreadsheets prepared by BAM in connection with its services. In the event of such use, the names of BAM and its consultants, if any, shall

be removed from the documents and Client agrees to indemnify and hold harmless BAM and its consultants for any claims arising out of use of the documents subsequent to BAM's services.

8. In the event of any dispute, controversy or claim arising out of this Agreement or any alleged breach thereof ("Dispute"), the Client and BAM shall participate in mediation conducted under the auspices of a recognized neutral third party professional mediation service, in a good faith effort to negotiate a resolution of the Dispute, prior to undertaking any legal action. The selection of mediation services shall be acceptable to both parties, and the cost of the mediation services shall be borne equally by the parties. In any legal action following unsuccessful mediation of the Dispute, the prevailing party shall be entitled to reasonable attorneys' fees.
9. The Client will provide complete project information, upon which BAM shall be entitled to rely. The Client shall designate a representative who is authorized to act on its behalf to provide decisions, liaison with BAM, and approvals of reports, drawings, presentations and other documents and data. Client's written decisions, approvals and authorizations and BAM's services shall be provided promptly in order to meet mutually agreed project schedules. Services on a phase of the work shall commence only after Client's written approval of any previous phase and written notice to proceed. Out-of-sequence services, if requested, shall be compensated as an Additional Service.
10. The Client acknowledges and agrees that area calculations will be done from the drawings, and will be accurate only to the extent that they agree with dimensions explicitly shown thereon and with field-checked dimensions if they are obtained. Client also agrees that any areas calculated under this agreement shall be considered correct unless Client can prove that the correct areas vary by more than two percent (2%) more or less from the same areas calculated by BAM. If the areas calculated by BAM are included in legal documents, Client agrees to likewise limit their accuracy.
11. The Client hereby agrees that to the fullest extent permitted by law, the total liability of BAM for any and all injuries, claims, losses, expenses or damages whatsoever arising out of or in any way related to the Project or this Agreement from any cause or causes including, but not limited to, BAM's negligence, errors, omissions, breach of contract or breach of warranty shall not exceed the total compensation paid to BAM under this Agreement.
12. BAM does not provide architectural or engineering services. In the event that a licensed architect or engineer (such as a surveyor) is required, the Client will be responsible for establishing separate agreements with them. The Client will pay fees for these services directly to the respective consultant.