

# **David C. Frazier Inc.**

## **Engagement Letter**

Name: \_\_\_\_\_

Email: \_\_\_\_\_

**Project Title:** \_\_\_\_\_

I am pleased to have the opportunity to design and create for you in connection with the above-referenced project. The purpose of this letter is to set forth our agreement concerning the terms of our engagement.

**Scope of the Engagement.** David C. Frazier will design and create for you in the above referenced project. All 3<sup>rd</sup> party contractor communication and management has been deemed the responsibility of the client. No one outside of David C Frazier Inc is authorised to change the terms of this agreement. Should our agreement need to be altered any changes will be made formally via signed agreement.

**Fees.** Our fees are based on time spent by David C. Frazier, employees of, and subcontractors (when applicable) of David C. Frazier in the production, transport, install of the above referenced project and or others as you may request. We will charge you for all of the time spent in consultation, updates, drafting/design, requested revisions of drafting/design, spec'ing and ordering of materials, build time, coating applications, travel/install time and associated administrative costs.

We will charge you our standard billing rate \$100 per hour. We will send billing statements weekly for services performed and material expenses to you at the address provided in the address above unless you notify us in writing to send them elsewhere.

**Retainer.** In accordance with our policy for new projects, we require a retainer in the amount of \$1,000.00. This amount will be held in trust and may be credited toward any fees incurred in the completion of this project. This amount will be deducted from your final bill.

**Material Cost.** No material will be ordered until the cost estimate is paid in full. Or if the project requires in multiple cost draws. The initial and comprehensive cost estimate will be provided to you for your review. If the scope of the project changes at your request the material cost will increase. You will again be provide with a new material cost estimate for review and cost will need to be paid before new material is ordered.

**Cost Estimates.** Although we may, from time to time, at your request, furnish estimates or budgets for the scope of your project or other charges that we anticipate will be incurred, these estimates are by their nature inexact (due to unforeseen circumstances) and, therefore, the actual fees and charges billed may vary from such estimates. As an example: material cost of steel changes daily as do transport fees. Material cost estimates will only be good for 10-days after being issued. We will not order material after 10-days if the price has increased without your express consent. As an additional

example: if we are scheduled for and on-site install on a certain day, and we show up for the install but are unable to start or complete the install because another contractor has an incomplete work product related to the install rendering install impossible at that time, then you will be billed for the opportunity-cost loss of time associated with the travel time to and from work site as well as anytime spent loading/un-loading/etc.

Billing Cycle. Our billing rates are based on the assumption of prompt payment. Consequently, fees for services and other charges will be billed and are payable within (30) days of receipt.

Withdrawal or Termination. Our relationship may be terminated by either of us at any time by written notice to the other party. We reserve the right to withdraw from your project if, among other things, you should fail to honor the terms of this engagement letter or fail to cooperate or follow our advice on a material matter affecting safety, design, material choice, install. You agree to pay all fees and expenses incurred prior to the effective date of withdrawal or termination pursuant to this letter of engagement.

We are pleased to have this opportunity to be of service and to work with you. If the terms of this letter are acceptable to you, please sign the document in the space provided. After you have attached your signature, please return the letter to us along with a check in the amount listed above so that we may begin working on your project. If you wish to pay by credit card please note there is 3% convenience fee. We have great respect for the importance and urgency of your project, time, and money. We ask that you show the same respect for ours.

We hope this finds you well,

David C. Frazier Inc.  
565 Harmon Rd  
Springdale, Arkansas 72762  
(501) 951-5945  
By: David C. Frazier

AGREED AND ACCEPTED This Date: \_\_\_\_\_

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