
SHORTFORM AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT is made as of this _____ day of _____, 2009, between _____ hereinafter referred to as "CLIENT", and JSL Engineering, Inc. hereinafter referred to as "ENGINEER" for professional services as described below.

WHEREAS, CLIENT desires to retain ENGINEER to provide professional engineering consulting services ("Services") for the property at _____; and

WHEREAS, ENGINEER desires to provide such services.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

SECTION I. SCOPE OF SERVICES

Engineer will: _____

SECTION II. COMPENSATION

_____ Compensation for Engineer's Services shall be at the rate of \$175 per hour (2 hour or \$350 minimum) payable at Agreement. Travel time shall be compensated for at the \$175 per hour rate. The total estimated (but not guaranteed) price for these services is approximately \$_____.

_____ Compensation shall be a Lump Sum Payment of \$_____

_____ Deposit at time of agreement \$_____.

_____ Reimbursable expenses shall be compensated for based on actual expenses incurred directly or indirectly in connection with the Services for transportation travel, telephone, copying and other incurred expense.

Additional services including but not limited to Construction Affidavits and Requests for Information or Clarification shall be at the rate of \$175 per hour.

SECTION III. STANDARD OF PERFORMANCE

The standard of care for all professional engineering, consulting and related services furnished by ENGINEER under this Agreement will be the care and skill ordinarily used by member's of the ENGINEER's profession practicing under the same or similar circumstances at the same time and in the same locality. ENGINEER makes no warranties, expressed or implied, under this Agreement or otherwise, in conjunction with ENGINEER's services.

SECTION IV. OPINIONS OF PROBABLE COST (COST ESTIMATES)

Any opinions of probable project or construction cost provided by the ENGINEER are made on the basis of information available to the ENGINEER and on the basis of the ENGINEER's experience and qualifications, and represents its judgment as an experienced and qualified professional engineer. However, since ENGINEER has no control over the cost of labor, materials, equipment or services furnished by others, or over the contractor(s)' means and methods of determining prices, or over competitive bidding or market conditions, ENGINEER does not guarantee that proposals, bids or actual construction costs will not vary from opinions of probable cost ENGINEER prepares.

SECTION V. LIMITATION OF LIABILITY

ENGINEER's total liability to CLIENT for any loss or damage, including but not limited to special and consequential damages arising out of or in conjunction with the performance of services or any other cause, including ENGINEER's professional negligent acts, errors, or omissions, shall not exceed the ENGINEER's compensation, and CLIENT hereby releases and holds harmless ENGINEER from any liability above such amount.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date indicated below.

"CLIENT"	_____	JSL Engineering, Inc. "ENGINEER"	_____
BY:	_____	BY:	_____
NAME:	_____	NAME:	Joel S. Lunger - President
DATE:	_____	DATE:	_____
ADDRESS:	_____	ADDRESS:	25 Pickerel Road Wellesley, MA 02482