ALLAN ROE CONTRACTING

Professional Consulting & Estimate Review Service Agreement

Effective Date: _____ | This Professional Services Agreement (“Agreement”) is entered into between Allan Roe Contracting (“Consultant”) and the undersigned Client (“Client”).

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1. Services Provided

Client retains Consultant to provide one or more of the following services:

- Contractor Estimate Review
- Insurance Repair Estimate Review
- Construction Consultation
- Owner Representative Services
- Aging-in-Place Assessment
- Home Condition Assessment
- Pre-Construction Planning Consultation
- Other: _____

Consultant shall provide professional opinions, recommendations, observations, and assessments based upon information supplied by Client and Consultant's experience, training, licensing, certifications, and observations.

2. Limited Scope of Services

Client understands and agrees that Consultant is providing professional consulting services only. Services do not include:

- Engineering services
- Architectural services
- Legal advice
- Accounting advice
- Financial advice
- Insurance claim adjustment services
- Permit approvals
- Code enforcement decisions
- Contractor supervision unless specifically agreed in writing
- Construction warranties

Consultant's opinions are based upon information available at the time of review and may change if additional information becomes available.

3. Estimate Review Services

For estimate review services, Consultant shall review contractor proposals, repair estimates, scopes of work, specifications, and related documents submitted by Client. Client understands:

- Consultant is not preparing a construction bid.
- Consultant is not guaranteeing pricing accuracy.
- Consultant is not guaranteeing contractor pricing.
- Consultant is not guaranteeing project completion costs.
- Market conditions, labor rates, material costs, code requirements, and site conditions may change.

Any comments regarding pricing, scope, quality, or reasonableness are opinions only.

4. Concealed Conditions

Consultant shall not be responsible for:

- Hidden conditions
- Concealed defects
- Structural deficiencies
- Mold
- Water intrusion
- Environmental hazards
- Underground conditions
- Code violations not visible during review
- Future deterioration

Client understands that unforeseen conditions may significantly affect construction costs and project outcomes.

5. No Guarantee

Consultant makes no guarantee, warranty, or representation regarding:

- Contractor performance
- Construction quality
- Future project costs
- Insurance claim approvals
- Permit approvals
- Inspection results
- Property value
- Return on investment
- Future conditions of the property

All recommendations are professional opinions only.

6. Client Responsibilities

Client agrees to:

- Provide complete and accurate information.
- Disclose all known project information.
- Review all contractor agreements independently.
- Obtain additional professional advice when appropriate.
- Make final project decisions independently.

Client remains solely responsible for all construction, repair, renovation, purchasing, and contracting decisions.

7. Third-Party Contractors

Consultant is not responsible for:

- Contractor selection
- Contractor pricing
- Contractor workmanship
- Contractor schedules
- Contractor warranties
- Contractor performance
- Subcontractors
- Suppliers

Any contractor hired by Client is an independent third party.

8. Aging-in-Place Assessments

Client understands:

- Assessments are visual evaluations.
- Recommendations are intended to improve accessibility and convenience.
- Consultant does not provide medical advice.
- Consultant does not provide occupational therapy services.
- Consultant cannot guarantee prevention of falls, injuries, or accidents.

Implementation decisions remain the sole responsibility of Client.

9. Payment Terms

Service Fee: $ _____

Payment Due: ■ Prior to Service ■ Upon Completion ■ Other: _____

Professional consulting services begin upon receipt of payment unless otherwise agreed in writing.

10. Refund Policy

Due to the professional nature of consulting services:

- Fees are non-refundable once work has commenced.
- Completed consultations, reviews, reports, and assessments are non-refundable.
- Refunds, if any, shall be at Consultant's sole discretion.

11. Limitation of Liability

To the fullest extent permitted by law: Client agrees that Consultant's total liability arising from this Agreement, whether in contract, negligence, tort, statute, or otherwise, shall be limited to the amount of fees actually paid by Client under this Agreement.

Under no circumstances shall Consultant be liable for:

- Lost profits
- Consequential damages
- Special damages
- Incidental damages
- Punitive damages
- Business interruption
- Emotional distress
- Property damage arising from third-party actions

12. Indemnification

Client agrees to defend, indemnify, and hold harmless Allan Roe Contracting and its owners, employees, representatives, agents, and consultants from claims, damages, liabilities, expenses, and attorney fees arising from:

- Client decisions
- Contractor actions
- Construction activities
- Reliance upon Consultant recommendations
- Client misuse of reports or recommendations

13. Dispute Resolution

Any dispute arising from this Agreement shall first be submitted to informal mediation. If mediation is unsuccessful, disputes shall be resolved through binding arbitration in the State of Florida. Each party shall bear its own attorney fees unless otherwise awarded by the arbitrator.

14. Governing Law

This Agreement shall be governed by and interpreted under the laws of the State of Florida. Venue for any legal proceeding shall be located in the county where Consultant's principal office is located.

15. Entire Agreement

This Agreement constitutes the entire agreement between the parties. No verbal statements, representations, or promises shall modify this Agreement unless reduced to writing and signed by both parties.

CLIENT ACKNOWLEDGMENT

By signing below, Client acknowledges that:

- ✓ Client has read this Agreement.
- ✓ Client understands Consultant is providing professional opinions only.
- ✓ Client understands construction projects contain inherent risks and uncertainties.
- ✓ Client understands Consultant does not guarantee project outcomes.
- ✓ Client accepts the limitations of liability contained herein.
- ✓ Client voluntarily enters into this Agreement.

CLIENT

Name: _____

Address: _____

City/State/Zip: _____

Phone: _____

Email: _____

Signature: _____

Date: _____

CONSULTANT

Allan Roe Contracting

Authorized Rep.: _____

Signature: _____

Date: _____

This document is a template only and has not been reviewed by an attorney. Allan Roe Contracting should have this document reviewed by a Florida construction attorney before use.