

At *Pendulum Surveying*, we pride ourselves on clear communication and the delivery of quality surveys in a timely manner. In order to ensure this process, please fill out the following form **in full**.

This is an agreement for Professional Services between:

Name of Client Client is Current Owner **Address**

Contact Phone(s) **Email**

and Pendulum Surveying, 15544 County Road 173 N, Kilgore, TX 75662.

SERVICES:

Property description (address / parcel number / tract / etc.): _____

102 Oak Trail, Kilgore, TX 75662, United States Lot 22

Type of survey requested: Boundary Title Survey Topographic Subdivision

Other: _____

Additional Services Requested: _____

Client agrees to provide the following delivery instructions and payment arrangements:

1. Do you have a closing date? No Yes: 2/1/22
2. **Are you going through a title company?** No Yes

If "YES", please provide Name, Address and Contact Person for Title Company:

3. **How will payment be made?** Client Pay OR Title Company (Closing / Escrow)
(Must be property owner)
SELECT ONE:
 CHECK / CASH
 CREDIT CARD
(3% SERVICE FEE)

PAYMENT POLICY:

If Client selects "Client Pay" **or** is not the current property owner, payment is due in full upon delivery via check, cash or credit card. If Client selects "Title Company", Client is stating that payment will be provided within 30 days from the date of delivery, **regardless of closing status**. **Client is ultimately responsible for full payment**. Pendulum Surveying does not accept installments, split payments between multiple parties, etc. **Failure to provide payment in full will result in a lien on property and associated fees (\$350) as well as a 10% late fee assessed weekly starting on day 31.**
 Returned Check Fee: \$35

CANCELLATION POLICY:

Charges may be applied if Client cancels work requested once this AGREEMENT is received. Professional time spent on research, deed purchases, etc. will be billed at an hourly rate and Client will be responsible for immediate payment of these services upon cancellation. If the survey is completed and / or delivered prior to cancellation (or termination of property transaction), payment is due in full immediately.

Pendulum Surveying agrees to complete requested projects in a timely manner. However, Pendulum Surveying is not responsible for delays such as requested changes to the scope of Service, inclement weather, County / City / Financial Institution approval processes, etc. Scope of Services and / or Exceptions Required may be altered by agreement of both parties and are subject to additional charges, additional time to complete, and possibly a new agreement to be completed.

- 4. All survey related documents should be delivered to (mailing address): _____

I, the Client, by signing below, agree to the policies listed above and request that Pendulum Surveying complete said job for the quoted price of \$ 700 plus 6.25% state sales tax \$ 43.75. I also understand that Pendulum Surveying will need to have access to and around the property. I will provide said access and ensure that encumbrances to the property will be removed (such as locked gates, animals, etc.). I further understand in the course of performing these professional services that trimming of vegetation and excavation of items imperative to the professional services being performed will likely be required and I will hold Pendulum Surveying and its principle (Shawn Billings) harmless for the results of such activity.

Client Signature

Date

Pendulum Surveying (firm #10194224) and Shawn Billings, RPLS 5688, have the necessary qualifications, experience and abilities to provide land surveying services in the State of Texas. Thank you for the opportunity to serve you.

Complaints regarding this firm can be directed to:
Texas Board of Professional Engineers and Land Surveyors
1917 South I-35, Austin, TX 78741 Phone: (512) 440-7723



Precision in Motion