

Gold Health and Safety Consulting, Inc. 4001 Inglewood Ave., Suite 101-292, Redondo Beach, CA 90278 (310) 219-1955 · (310) 219-1934 - F

CONSULTING SERVICES AGREEMENT AND RECEIPT

			GSC Job Number:	
Client Name:				
Client Address:				
Client Phone :	Fax	or Email:		
Client desires to retain following consulting se	a Gold Health & Safety Co ervices:	nsulting, Inc. as	its agent to complet	e the
	Service/Property			
□ Fixed	and Materials (See GSC's current rat –Bid:			
	:			
	nent are printed on the reverse side f this Agreement and above stated p		g in the space provided belo	ow, Client
Client Name	Client Signature	Date Gold	Health & Safety Consulting	Date
Form of Payment: 🛛 Cash	□ Check □ Credit Card	□ Invoice Net 15		
Credit Card Type:	Credit Card Number:		Exp:	
Credit Card Client Name:		<u> </u>	CCV:	
Credit Card Billing Address:				
Paid Date:		Amount of I	Payment Received: \$	

CONSULTING SERVICES AGREEMENT AND RECEIPT CONDITIONS/EXCLUSIONS/INCLUSIONS

Definitions:

Client:	The person(s) or entity that has contracted for the services of Gold Health & Safety Consulting.
Subject Property/location:	The location of the services the Client has retained GSC to investigate or inspect.
GSC:	Gold Health and Safety Consulting, Inc.

Client hereby agrees and understands that any investigation and/or consulting services including any monitoring or samples taken at/from the subject property/location, are a limited representation of the conditions of the conditions at the time of GSC's activities and are based on available data. The investigation or inspection, and any written report prepared by GSC, is not intended to represent all potentially hazardous conditions, or all potential health and/ or safety concerns. **Client** is advised to consult with appropriate medical professionals regarding the status of their health. GSC does not provide medical advice.

All investigations or inspections are limited to visible and accessible areas of the property's/location's basic primary structure. The **Client** understands that unobserved problems may be present in inaccessible or not readily visible areas, including but not limited to: behind or adjacent to furniture, walls or floor coverings, insulation, obstructions, inside duct work, furnaces, attics, substructures, etc. GSC is not responsible for items or problems hidden or concealed.

In completing the inspection or investigation work, GSC, and its agents and representatives are not responsible for disassembling equipment, moving furniture, equipment, stored items, carpeting, etc. Any destructive or invasive testing performed by GSC is by **Client** permission only. **Client** hereby agrees that if any destructive or invasive testing is performed, GSC is not liable for damage to such surfaces caused during the course of the investigation. In addition, **Client** alone is responsible for any and all repairs to any surfaces damaged intentionally or unintentionally by such testing.

Verbal or written reports or laboratory analysis results provided by GSC on behalf of the **Client** are solely for the use of the **Client** and GSC. GSC will not transfer reports for the benefit of a third party without **Client's** express permission. Permission may granted verbally, via email, or other means approved by the **Client**. GSC assumes no responsibility for usage of reports or analysis results beyond that of the **Client**.

Client assumes all responsibility to initiate further tests, sampling or remediation and to determine the ultimate source of hazards and to correct problems. GSC is not responsible for final determination of the cause, source, or elimination of hazards. It is the **Client's** responsibility to make available all information that may be of assistance to GSC in the performance of its services.

Hourly rates are paid portal-to-portal and are to the nearest 15 minutes. There is a minimum charge of one hour on site. Payments and expenses are due at the time of on-site service for each individual investigation/inspection completed. At Gold Health and Safety Consulting, Inc.'s option, the **Client** may be invoiced at the completion of the project, or at the end of each calendar month for progress made, whichever comes first. GSC may require the **Client** to pay a retainer fee to defray advance costs of laboratory expenses and anticipated labor costs. GSC shall apply the retainer amount towards the total amount due. Any remaining credit due after the final billing of the project shall be returned to the **Client** within 10 business days. **Client** shall pay invoices in full upon receipt of the invoice. All invoices will be posted first class on the date of issue or hand delivered to the **Client** Representative. After 15 days have elapsed, Gold Health and Safety Consulting, Inc. reserves the right to charge late payment fees consisting of interest at ten (10%) per annum base not to exceed the maximum interest rate allowed by law. If **Client** objects to all or any portion of an invoice, **Client** shall promptly pay that portion of the invoice that is not in dispute. Gold Health and Safety Consulting, Inc. and **Client** shall make every effort to promptly settle an invoice dispute. Late payment fees shall not be applied to disputed invoice portions. **Client** shall pay any attorney's fees, collection agency fees, or other costs incurred by Gold Health and Safety Consulting, Inc. in collecting delinquent amounts.

GSC is acting as an agent for **Client**. **Client** hereby indemnifies and holds harmless GSC against and from any claims, liabilities, damages, judgments, fines, penalties or costs of whatever nature (including attorneys fees), whether by reason of death of or injury to any person or loss of or damage to any property or otherwise arising out of or in anyway connected with any negligence or error, whether accidental or not, or any related act or failure to act by GSC, its agents, subcontractors, servants, employees, licensees or invitees.

This agreement shall be governed by the laws of the State of California. If any term, provision, covenant or condition contained herein shall for any reason be held or deemed invalid, it shall not render invalid any other term, provision, covenant or condition of the Agreement.

Client Initial: