

**PROFESSIONAL SERVICES AGREEMENT**

THIS AGREEMENT is made and entered into effective this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the following described parties:

**CONSULTANT:**

Name: TigerTree, Inc.  
Address: 1938 Harney  
Laramie, WY 82072  
Contact: Franz Lani  
Telephone: (307) 460-4767  
Fax: (307) 766-4236  
Email: office@tigertreeinc.com

**CLIENT:**

Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
Contact: \_\_\_\_\_  
Telephone: \_\_\_\_\_  
Fax: \_\_\_\_\_  
Email: \_\_\_\_\_

IN CONSIDERATION OF THE MUTUAL PROMISES AND AGREEMENTS HEREIN-CONTAINED, THE PARTIES HERETO MUTUALLY AGREE AS FOLLOWS:

1. **Services.** Consultant agrees to provide land management services as further described in Exhibit "A" attached hereto and incorporated herein by this reference ("services"), at the cost set forth therein. If Client requests services not specified pursuant to Exhibit "A", Client agrees to pay for all such additional services as additional work.
2. **Property Identification.** Client agrees to identify Client's property boundaries for Consultant and to provide Consultant with any and all documents necessary to identify the ownership, locations and condition of the property, including, but not limited to, deeds, maps, title information and permits. Client agrees to indemnify and hold Consultant harmless for any and all damages Consultant may incur as a result of any services performed that encroach on another's property based on Client's representation of property boundaries.
3. **Known Hazards.** Client is responsible for notifying Consultant of any known hazards present on Client's property. Client is responsible for any and all damages Consultant may incur as a result of such hazards of which Client has not notified Consultant. Client is responsible for keeping Client and others a safe distance from Consultant's operations. Client agrees to indemnify and hold Consultant harmless for any harm to others who are injured as a result of Client's failure to keep Client and others a safe distance from Consultant's operation.
4. **No Warranty.** Consultant shall perform services pursuant to generally accepted standards of practice in effect at the time of performance. Consultant otherwise makes no warranty, either expressed or implied, as to Consultant's findings, recommendations, or professional advice, and Consultant shall not be liable for any damages caused by wildfire, wind or other natural causes on the property, or for any damages based on altered views or aesthetics of the property resulting from the services performed.
5. **Termination of Work.** In the event this agreement is terminated before the completion of all services, unless Consultant is responsible for such early termination, Client agrees to release Consultant from any and all liability for services performed. In the event all or any portion of the services completed or partially completed by Consultant are suspended, abandoned, or terminated at the request of Client, Client shall pay Consultant for all fees, charges, and services provided for the project. Client acknowledges if the project services are suspended by Client and restarted, there shall be additional charges due to suspension of the services that shall be paid for by Client as additional services. In the event Consultant suspends services, Client will receive no additional charges.

6. **Force Majeure.** Consultant is not responsible for delay caused by activities or factors beyond Consultant's reasonable control, including but not limited to, delays by reason of war or acts of God, failure to furnish timely information, approve or disapprove Consultant's services promptly, by Client, contractors or governmental agencies. When such delays beyond Consultant's reasonable control occur, Client agrees Consultant is not responsible for damages nor shall Consultant be deemed to be in default of this agreement.

7. **Choice of Law.** The laws of the State of Wyoming shall govern this Agreement. Any proceeding seeking to enforce any provisions for this Agreement must be brought in a state or federal court in the State of Wyoming, and each party consents for itself and its successors to the jurisdiction of these Courts.

8. **Attorneys' Fees.** If any action at law or equity is necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees, cost and necessary disbursements in addition to any other relief to which that party may be entitled.

9. **Severability.** If any term, condition, or covenant of this agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this agreement shall be valid and binding on Client and Consultant.

10. **Waiver.** Waiver by Consultant of any term condition, or covenant, or breach of any term, condition, or covenant, shall not constitute the waiver of any other term, condition, or covenant, or the breach of any other term, condition, or covenant, and any such waiver shall not constitute a continuing waiver thereof.

11. **Assignment.** This agreement shall not be assigned by either Client or Consultant without the prior written consent of the other.

12. **Successors and Assigns.** This agreement shall inure to and be binding upon the heirs, executors, administrators, successors and assigns of Client and Consultant.

13. **Survival Beyond Termination.** All provisions necessarily requiring survival beyond any termination of this Agreement, including, but not limited to those relating to choice of law and indemnity shall survive any such termination.

14. **Entire Agreement.** This agreement contains the entire agreement between Client and Consultant relating to the project and the provision of services to the project. Any prior agreements, promises, negotiations or representations not expressly set forth in this agreement are of no force or effect. Subsequent modifications to this agreement shall be in writing and signed by both Client and Consultant.

*By execution of this agreement Client accepts the terms hereof, acknowledges receipt of a copy hereof, including all exhibits, and authorizes Consultant to proceed with the work.*

IN WITNESS WHEREOF, the parties hereby execute this agreement upon the terms and conditions stated above and on the date first above written.

CONSULTANT:  
TigerTree, Inc.

CLIENT:

By: \_\_\_\_\_

\_\_\_\_\_

Title: \_\_\_\_\_

**EXHIBIT A**

Services To Be Provided:

Payment Terms:

Payment up front of 50% of the total cost of services is required.

Net 30 days. 1.75% service charge per month after 30 days of invoice date (21% per annum).

Client Requests:

Cost To Client:

Prepared By: \_\_\_\_\_

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

Client's Signature \_\_\_\_\_