# Carlile Valuation, Inc. AGREEMENT FOR PROFESSIONAL VALUATION SERVICES—SHORT FORM

Appraisal Assignment		
DATE OF AGREEMENT:		
PARTIES TO AGREEMENT: Client: Client Name:		
Client Company:		
Address:		
City, State, Zip:		
Phone:		
Fax:		
Appraiser: Appraiser Name: Rick L. Carlile Appraiser Company: Carlile Valuation, Inc. Address: 4407 Briarwood Dr. City, State, Zip: Enid, OK 73703 Phone: 580-234-8600 Fax: 580-234-8600 E-mail: rick@carlilevaluation.com  Client hereby engages Appraiser to complete an appraisal assignment as follows:  PROPERTY IDENTIFICATION		
PROPERTY TYPE		
THOU EXTERNIL		
INTEREST VALUED		
INTENDED USERS		
Note: No other users are intended by Appraiser. Appraiser shall consider the intended users when determinithe level of detail to be provided in the Appraisal Report		

TYPE OF VALUE
DATE OF VALUE
HYPOTHETICAL CONDITIONS, EXTRAORDINARY ASSUMPTIONS
APPLICABLE REQUIREMENTS OTHER THAN THE UNIFORM STANDARDS OF PROFESSIONAL APPRAISAL PRACTICE (USPAP)  The Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute.
ANTICIPATED SCOPE OF WORK
Site visit
Valuation approaches Sales comparison approach / Cost approach / Income approach Note: Appraiser shall use all approaches necessary to develop a credible opinion of value.
APPRAISAL REPORT Report option Summary Appraisal Report
Form or format:
CONTACT FOR PROPERTY ACCESS, IF APPLICABLE
DELIVERY DATE:
DELIVERY METHOD:
NUMBER OF COPIES:

**INTENDED USE** 

## **PAYMENT TO APPRAISER**

The appraiser's fee shall be per hour with a limit of for this contract. This contract may be extended if necessary by agreement of the parties. If the contract limit is reached before the case is settled, either by trial or agreement, the appraiser will not be expected to continue or perform any additional work unless this contract is extended based on the same payment terms. It is understood that, once work by the appraiser has commenced, the appraiser may invoice for services twice per month and payment is due upon receipt of the invoice.

#### PROPOSED IMPROVEMENTS

If the property appraised consists of proposed improvements, Client shall provide to Appraiser plans, specifications, or other documentation sufficient to identify the extent and character of the proposed improvements.

### PROPERTIES UNDER CONTRACT FOR SALE

If the property appraised is currently under contract for sale, Client shall provide to Appraiser a copy of said contract including all addenda.

### CONFIDENTIALITY

Appraiser shall not provide a copy of the written Appraisal Report to, or disclose the results of the appraisal prepared in accordance with this Agreement with, any party other than Client, unless Client authorizes, except as stipulated in the Confidentiality Section of the ETHICS RULE of the Uniform Standards of Professional Appraisal Practice (USPAP).

#### **CHANGES TO AGREEMENT**

Any changes to the assignment as outlined in this Agreement shall necessitate a new Agreement. The identity of the client, intended users, or intended use; the date of value; type of value; or property appraised cannot be changed without a new Agreement.

## **CANCELLATION**

Client may cancel this Agreement at any time prior to the Appraiser's delivery of the Appraisal Report upon written notification to the Appraiser. Client shall pay Appraiser for work completed on assignment prior to Appraiser's receipt of written cancellation notice, unless otherwise agreed upon by Appraiser and Client, in writing.

## **NO THIRD PARTY BENEFICIARIES**

Nothing in this Agreement shall create a contractual relationship between the Appraiser or the Client and any third party, or any cause of action in favor of any third party. This Agreement shall not be construed to render any person or entity a third party beneficiary of this Agreement, including, but not limited to, any third parties identified herein.

## **USE OF EMPLOYEES OR INDEPENDENT CONTRACTORS**

Appraiser may use employees or independent contractors at Appraiser's discretion to complete the assignment, unless otherwise agreed by the parties. Notwithstanding, Appraiser shall sign the written Appraisal Report and take full responsibility for the services provided as a result of this Agreement.

# **TESTIMONY AT COURT OR OTHER PROCEEDINGS**

The appraiser's fee for expert witness testimony is per hour.

## APPRAISER INDEPENDENCE

Appraiser cannot agree to provide a value opinion that is contingent on a predetermined amount. Appraiser cannot guarantee the outcome of the assignment in advance. Appraiser cannot insure that the opinion of value developed as a result of this Assignment will serve to facilitate any specific objective by Client or others or advance any particular cause. Appraiser's opinion of value will be developed competently and with independence, impartiality and objectivity.

### **EXPIRATION OF AGREEMENT**

This Agreement is valid only if signed by both Appraiser and Client within 10 days of the Date of Agreement specified.

## **GOVERNING LAW & JURISDICTION**

The interpretation and enforcement of this Agreement shall be governed by the laws of the state in which the Appraiser's principal place of business is located, exclusive of any choice of law rules.

Á Á		
By Appraiser:	By Client:	
		ÁÁ
(Signature)	(Signature)	
Rick L. Carlile	<u> </u>	
(Printed name)	(Printed name)	
	<u> </u>	
(date)	(date)	