

CONSULTING AGREEMENT

This agreement is made between Stephen D. Olsen ("Consultant"), and _____ ("Client")

Mr. Olsen has background in Building Construction, Uniform Building Codes, and Material Standards and is willing to provide services to the client based on this background. Client desires to have services provided by Mr. Olsen.

This agreement pertains to one project, which will be identified as:

I. SERVICES: Mr. Olsen agrees to use his best efforts to assist the "Client" in analyzing the "Client's" problems and to assist the "Client" in retaining others as needed for the "Client's" benefit. The "Consultant" is to act as the "Client's" consultant and not as a representative or agent of any other firm or company. Additional entities required to solve the "Client's" problems will be hired directly by the "Client" and not by the "Consultant". It is agreed and understood that the "Consultant" is not responsible, nor guarantees the work product of any other entity used by the "Client" to provide opinions relating to model building codes.

II. FEES AND PAYMENT: The "Client" will pay a fee to Mr. Olsen based on the \$200.00 per hour for services. Deposition and trial testimony will be billed at \$360.00 per hour. All consulting services away from Mr. Olsen's office will be billed on a "portal-to-portal" basis. Other charges are based upon the Schedule of Fees. (see attached) These fees shall be payable upon receipt of invoice.

III. EXPENSE REIMBURSEMENT: Mr. Olsen shall be entitled to reimbursement from the "Client" for the following expenses arising in the course of business.

- Travel expenses outside the San Bernardino/Riverside area, or activities requiring an overnight stay
Postage and messenger services
Copying and reproduction, including plans, ordinances, and photographs
Report preparation, including clerical support and binding
Exhibit preparation
Special equipment as required by project
Other expenses as listed in the SCHEDULE OF FEES
Unusual expenses as provided by "Client"

IV. RETAINER: The "Client" agrees to place with the "Consultant" an initial retainer of \$_____ to be applied toward the "Consultant's" first invoices. The "Client" shall not be authorized to use or disclose the "Consultant" as an expert in any other case before the "Consultant" has received the retainer in advance. Once the "Consultant" is designated as an expert, the above retainer will be non-refundable.

V. BILLING: The "Consultant" will be present the " Client" with an invoice on a bi-weekly basis and is due upon receipt, (unless other arrangements had been made in advance). The "Client" will review the billing and notify the "Consultant" within three (3) days from the date upon receipt. of any problems. Unless notified, the "Client" accepts the "Consultant's" fulfillment of the "Clients" assignments, and shall pay invoice without dispute. Invoices are due and payable upon receipt by client. Invoices which become 30 days past due may be assed a service charge of one (1) percent per month (12% annually).

DATED: _____ BY: _____ (CONSULTANT)
STEPHEN D. OLSEN

DATED: _____ BY: _____ (CLIENT)
COMPANY REPRESENTATIVE

PRINT NAME OF FIRM: _____