

APPRAISAL AGREEMENT

Between

Ryan English & Associates

And

Client# _____
Name: _____
Address: _____
City: _____ State: _____ Zip Code _____ Country: _____
Phone Numbers: _____
Business: _____ Personal: _____ Cell: _____
Email: _____

RELATIONSHIP:

This agreement is between **Ryan English & Associates** (the Appraiser) and the individual named above and the undersigned, (the Client). The Client hereby request that the Appraiser furnish a written

_____ appraisal of certain tangible property (the "Property") solely for the purpose of _____.

Client and Appraiser agree to the terms of this Agreement as set forth below. This Appraisal Agreement and the Terms and Conditions ("Terms and Conditions"), incorporated in this Agreement, shall be collectively referred to as the "Agreement".

The parties agree that specific information about the property to be appraised shall be agreed to by the parties in separate written description. Said description, in writing, is expressly incorporated herein by reference and are made part(s) of this Agreement.

The Client hereby requests that the Appraiser evaluate, investigate and supply a written appraisal of the item presented to Ryan English & Associates.

TERMS AND CONDITIONS INCORPORATED IN THIS AGREEMENT:

The client, or undersigned, avows that they are the owner or agent of the owner and are duly authorized by the owner to have such property appraised.

Client warrants and represents that client has or is authorized to act for the owner, free, clear, and marketable title to the property to be appraised.

Client agrees to provide Appraiser with the documentation required and requested by the Appraiser to complete the appraisal. Delays in Appraiser's receipt of requested documentation may result in Appraiser being unable to deliver the appraisal report on the agreed-upon delivery date.

The Terms and Conditions, the Appraisal Services Agreement, and any other documentation supplied in advance of the appraisal forms material parts of this Agreement and are no less important than any other part.

APPRAISAL STATEMENTS AND CONDITIONS

As required by law and professional standards, Appraiser's performance of the appraisal is independent, impartial and objective. Appraiser cannot agree to provide a value opinion that is contingent on a predetermined amount and cannot ensure that the opinion of value will serve to facilitate any specific objective of Client or others or advance any particular cause.

The appraisal, including without limitation, all copies, summaries and drafts thereof (collectively, the "Appraisal"):

- 1) is not offered by Appraiser as an expert report and Client will not designate or disclose Appraisal as an expert witness in any court, arbitration or other proceeding without the prior written consent of Appraiser;
- 2) does not act as a representation or assurance that the Property would bring the appraised price if offered for sale;
- 3) is not intended and will not be used or relied upon, by the anyone involving the Property, including but not limited to any gifts, transfer, purchase, sale, or loan except as noted in the appraisal report;
- 4) represents Ryan English & Associates' judgment and opinion of fair market value of the Property as of the date indicated on the Appraisal and is a professional opinion, not a statement of fact;
- 5) does not act as a warranty with regards to condition, authorship, authenticity, genuineness, provenance, or title of the Property;

CLIENT REPRESENTATIONS AND WARRANTIES:

Client's duties and obligations under this Agreement do not conflict with any other duties or obligations assumed by Client under any agreement between Client and any other party;

Client has not engaged Appraiser, nor will Client use Ryan English & Associates appraisal report, for any purposes that violate any federal, state or local law, regulation or ordinance or common law.

The Client agrees to defend, indemnify and hold harmless Appraiser and Ryan English & Associates from any damages, claims, demands, causes of action, liabilities losses or expenses of whatsoever kind or nature, including attorneys' fees and litigation expenses at trial or on appeal, arising from or relating to allegations asserted against Appraiser by any third party, that if proven to be true, would constitute a breach by Client of any of Client's obligations, representations or warranties made in this Agreement, or any violation by Client of any federal, state or local law, ordinance or regulation, or common law (a "Claim").

In the event of a Claim, Appraiser shall promptly notify Client of such Claim, and shall cooperate with Client in the defense or settlement of any Claim. Client shall have the right to select legal counsel to defend any Claim, provided that Appraiser shall have the right to engage independent counsel at Appraiser's expense to monitor the defense or settlement of any Claim. Client shall have the right to settle any Claim, provided that Appraiser shall have the right to approve any settlement that results in any modification of Appraiser's rights under this Agreement, which approval will not be unreasonably withheld, delayed or conditioned.

The client further agrees that should the Appraiser be required by subpoena or otherwise to appear in any legal or administrative proceeding or deposition, that the Client will pay Ryan English & Associates the current published hourly rate, plus all reasonable expenses for travel fees, lodging, meals, mileage, and transportation as it relates to the presence of the appraiser at said subpoena or legal proceeding.

Client agrees that the Appraiser may consult others in connection with the Appraisal. Any consultation by Ryan English & Associates with others for purposes of appraisal is allowed, and Client representations, warranties and indemnity shall survive the completion of the appraisal.

MODIFICATIONS:

This Agreement may only be modified by a subsequent agreement of the parties in writing signed by all the parties.

GOVERNING LAW AND JURISDICTION:

This Agreement and any dispute between Client and Appraiser shall be governed by the laws of the state of California. Client and Appraiser agree that any legal proceeding brought by either party to interpret or enforce this Agreement, or to enforce an arbitration award entered pursuant to this Agreement, shall be brought in either California state court or federal court that applies to California claims of a federal nature.

PAYMENT

Prior to receipt of the Appraisal, Client agrees to pay in full, **Ryan English & Associates**, an hourly or daily fee as billed, plus any travel, out-of-pocket and research expenses. Compensation is to be paid for the time spent on such appraisal, on site and research time. Larger projects may require deposit, progress payments and full payment before delivery of the final appraisal.

The estimated cost for this appraisal is \$_____.

Any changes or modifications to this Agreement, and estimate will be submitted in writing between the parties.

All fees will be invoiced and are payable before delivery of the final appraisal report.

RYAN ENGLISH & ASSOCIATES

DATE: _____

ACCEPTED AND AGREED BY:

DATE: _____