



Redefined Horizons  
3938 Kimball Lane  
Stockton, California 95206

Plain Language Summary Of Our  
Standard Agreement

# Plain Language Summary of The Agreement For Professional Services Between Client and Consultant

(This is a plain language summary of the standard agreement between the Client and Consultant used by Redefined Horizons.)

## Introduction

At Redefined Horizons we believe that plain language and clear writing is very important. We work hard to have good communications with our clients and business partners, and using plain language is part of that effort. (Our company is a member of the Plain Language Association International).

This document is a plain language summary of the standard agreement for professional services we ask our clients to sign. Although we try to make our standard agreement as easy to understand as we can, it still contains a few technical legal terms. This summary is designed to help you understand the terms of our standard agreement in language that is as simple as possible. (Even if you read this summary, you should still read all of our standard agreement and ask questions if you don't understand anything it contains.)

## Summary of Terms

- 1) We agree to help you with your project by providing our professional services. The scope-of-services we provided with our standard agreement describes what we are going to do. If we don't specifically talk about doing a task in that scope-of-services, that means it wasn't included in the fee estimate we provided you.

We will also try to perform our work and deliver our work products to you in a reasonable amount of time.

- 2) You agree to pay us for our work.
- 3) You agree to provide us with the documents you have that we need to do our work. These are documents like maps, deeds, and land title reports. (We will typically search the public records for documents that you don't have in our possession.)



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- 4) We own the data and work products we create for your use. We can reuse it for other purposes without your permission.
- 5) The data and work products we create for you as part of your project are only for your use and for the purpose we agree to ahead of time. If you use our data for a purpose we didn't talk about, you can really mess stuff up, and we aren't responsible for that.
- 6) You agree that you won't use our data or work products for things that we haven't talked about ahead of time. If you do use our data or work products for things we haven't talked about and given you written permission for, you are responsible for how that stuff is used by yourself and by other people.
- 7) We charge for our work in two main ways. One is called lump sum and the other is time-and-materials. We use lump sum fees for tasks when we can estimate the amount of work ahead of time and time-and-materials fees when we can't estimate the amount of work ahead of time. We will send you bills once a month or when we accomplish a major chunk of the work. You agree to pay our bills as soon as you can and we agree to give you a receipt for each payment.
- 8) If you don't pay your bill in full, we don't have to finish our work for you.
- 9) If we don't perform our work in a reasonable way and on time, you can fire us.
- 10) We aren't wizards. Our fee estimate and the work we believe we will perform is based on the information you gave us and what we could figure out from easily accessible data sources. Our work is difficult and complex. If we find unexpected things during the project, our fee may need to increase. We try not to do this, but it can't always be avoided.
- 11) We try to give you a good idea of the land surveying and land planning fees you might have to pay for your project. However, government regulations are complex and they change frequently. We aren't promising we've determined all the fees that apply to your project and we don't pay any of those fees.
- 12) We might need help from other professionals to accomplish your goals for the project. These are people like architects, civil engineers, and environmental consultants. We can help you hire those people, coordinate their work, and do our best to make sure they do a good job. But we don't control them and we can't promise you their work will be perfect. Ultimately you have the final say on who to hire, how much to pay them, and what work they will do.



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- 13) We don't control the weather or other things that might delay our work.
- 14) If we find out you are going bankrupt, we can immediately stop work if we are worried our bills won't be paid.
- 15) We can file a legal document that allows our unpaid bills to be paid when you sell your property. If you pay your bills on time, this isn't something you ever have to worry about.
- 16) You will do your best to make sure we have a safe environment to work in. If you have killer attack docs on your land or man-eating sharks in your pond, we need to know that.
- 17) If someone sues us for something that happened on your project that wasn't our fault, you agree to defend us legally.
- 18) If we mess something up on your project because we do a really bad job, the money we owe you can't be more than \$50,000 or the total bill for our services on your project. If you want more protection from our mistakes than this, we need to talk about it in advance.
- 19) We try to do a good job, but our work is complex and difficult. We aren't promising you perfect results and you aren't getting a warranty like you do when you buy a brand-new sports car.
- 20) We don't have anything to do with really bad stuff that might be on your land. You know like barrels of toxic waste or radioactive alien artifacts. You've got to hire other specialists to handle that stuff.
- 21) We both agree to work together to make your project a success. We are going to take good care of you as a client and we ask that you don't set us up to fail.
- 22) Dealing with the government is tricky, especially when it comes to doing things with your land. We are going to do our best to give you good advice about dealing with the government, but ultimately you are in control and have to make decisions about the best way to handle things the government is involved in.
- 23) If we get into a disagreement and an arbitrator or judge decides that part of our agreement has to be tossed out, we will try to keep the rest of the agreement intact.
- 24) If we get into a disagreement and need help to work things out, we are going to play by California's rules.



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- 25) If we get into a disagreement, we will get our issues heard by an arbitrator instead of going to court. Going to court is really expensive.
- 26) If we get into a disagreement, you have to come to our County to work things out. We aren't going to drive to see you.
- 27) If we get into a disagreement about our agreement, and an arbitrator or judge decides you were wrong, you agree to pay our reasonable costs to defend ourselves. We agree to do the same.
- 28) If we get into a disagreement about the work we've performed on your project, and an arbitrator or judge decides you were wrong, you agree to pay our reasonable costs to defend ourselves.
- 29) You can't swap someone else in for yourself as the person this agreement is made with unless you talk to us first and we agree. The same rule applies to us.
- 30) If you die or disappear to a secret tropical island, whoever you leave behind to run your business inherits this agreement. The same rule applies to us. (Don't worry. We want to live a long time and don't own any secret tropical islands.)
- 31) This is the whole agreement between us for this project. You can't come back to us later and say we had a secret handshake about doing something for you on this project that wasn't in this agreement.
- 32) If you claim we really messed something up on your project, we don't have a lot of valuable stuff for you to take. (Unless you consider a disobedient dog with a bad leg as valuable.) Because we aren't worth very much, we carry an insurance policy to protect you. That insurance policy is worth 1 million dollars and we agree to keep our insurance policy active as long as we are performing work on your project. (We plan to do a good job and sincerely hope you will never need to submit a claim to our insurance.)
- 33) When you sign our agreement, you are telling us and everyone else that you have read it and the scope-of-services we provided for your project and that you agree with it.