





## TERMS OF AGREEMENT FOR SERVICES:

1. Authorization to Proceed. Execution of this Agreement and Chain of Custody by the CLIENT shall authorize BASIC LAB to proceed with the requested Laboratory work and obligate the parties to otherwise perform consistent with this agreement for services.

2. Payment of BASIC LAB. Invoices are due and payable on receipt for all work performed under this Agreement. Interest at the rate of 1-1/2% per month, or that permitted by law if lesser, will be charged on all past-due amounts starting 30 days after date of invoice. Payments will first be credited to interest and then to principal.

3. Compensation and Term of Payment. For services described on this Chain of Custody, BASIC LAB will be compensated based on a written quotation of the standard rates per analysis contained in our published price guide. Invoices will be issued by BASIC LAB as services are completed. Invoices are due and payable upon receipt. Interest at the rate of 1-1/2% per month, or that permitted by law if lesser, may be charged on past due amounts starting 30 days after the date of the invoice. Payments will first be credited to interest and then to principal. The prices stated in a written quotation or on the price guide schedule do not include sales or other taxes. Such taxes, when applicable, will be added to the invoice. Unless otherwise specified, the minimum invoice is \$10.00. BASIC LAB reserves the right to change prices published in our price guide without notice.

4. Warranty and Limitation of Liability. BASIC LAB makes no warranty, express or implied, and under no circumstances will be liable for any claims or damages except those resulting solely from their own or their employees' negligence. To the maximum extent permitted by law, our liability for damages will not exceed the compensation received by BASIC LAB for the analysis requested on the Chain of Custody or other agreements.

5. Severability and Survival. If any of the provisions contained in the Agreement are held illegal, invalid, or unenforceable, the enforceability of the remaining provisions shall not be impaired thereby. Limitations of liability, indemnification and attorneys' fees recovery provisions of this agreement shall survive termination of the Agreement for any cause.

6. Asbestos or Hazardous Substances. To the maximum extent permitted by law, the CLIENT will indemnify and defend BASIC LAB and its officers, sub-consultants, and agents from claims, damages, losses, and expenses, including, but not limited to, direct, indirect, or consequential damages and attorney's fees in excess of the Limitation of Liability in Article 4 arising out of or relating to the presence, discharge, release or escape of hazardous substances, contaminants or asbestos on or from the Project.

7. Indemnification. The CLIENT shall indemnify, defend and hold harmless BASIC LAB, and its officers, employees, subcontractors and agents, from any and all claims arising from or relating to the work to be performed pursuant to this services agreement. The limitations of liability and indemnities shall apply whether BASIC LAB's liability arises under breach of contract or warranty; tort, including negligence (but not sole negligence); strict liability; or based on any other alleged causes of action.

8. Sample Disposal and Storage. Disposal of hazardous waste samples is the responsibility of CLIENT, unless disposal agreements are made. Hazardous waste samples will be returned 30 days after the submission of the analytical report, or disposed of at a rate of \$25 per sample. For large projects and upon special request, samples may be stored for longer than 30 days at a rate of \$5/month per sample.

9. Arbitration, Etc. Any controversy or claim relating to this contract, including the construction or application of this contract, will be settled by binding arbitration under the rules of the American Arbitration Association, with the laws of the State of California to apply, and any judgment granted by the arbitrator(s) may be enforced in any California court of proper jurisdiction. In the event of any dispute resulting in arbitration the prevailing party shall be entitled to recover reasonable attorney's fees and costs incurred.

10. Entire Agreement. This represents the entire agreement of the parties with regard to the services to be provided by BASIC LAB, which supercedes any prior written or oral agreements between the parties. The scope and terms of the services to be provided may be altered only by subsequent writing executed in advance by both parties.

## CHAIN OF CUSTODY INSTRUCTIONS

<b>CLIENT NAME</b>	Name of the company requesting the analysis.
<b>PROJECT NAME</b>	If you have one, enter here.
<b>PROJECT NUMBER</b>	If you have one, enter here.
<b>REQUESTED COMPLETION DATE</b>	When the results are required. Normal Turn Around Time is 21 days. Faster TAT must be prearranged.
<b>ADDRESS</b>	The address to which the report will be mailed.
<b>PROJECT MANAGER</b>	Name of person who receives laboratory report.
<b>INVOICE TO</b>	If different from above.
<b>STATE FORMS</b>	Check here if the report needs to be on state forms.
<b>SYSTEM #</b>	If you have one, enter here.
<b>GLOBAL ID #</b>	If you have one for EDT, enter here.
<b>DATE</b>	The date on which the sample was taken.
<b>TIME</b>	The time at which the sample was taken.
<b>WATER</b>	Check here if this is a water sample.
<b>COMP</b>	Check here if this is a composite sample.
<b>SOIL</b>	Check here if this is a soil sample.
<b>SAMPLE DESCRIPTION</b>	A short description of the sample point. This description will appear on the report and must be unique for each sample.
<b>ANALYSIS REQUESTED</b>	Use one column for each parameter or group of parameters.
<b>NUMBER OF BOTTLES</b>	The number of bottles for this line item or sample.
<b>SAMPLED BY</b>	The person who took the samples signs here and fills in the date and time he receives them. This date and time should be the same as the last one unless the samples were shipped.
<b>RECEIVED BY (UNVERIFIED)</b>	Will be signed by the person in the lab who receives the sample shipment. The sample have not been verified against this chain of custody.
<b>RECEIVED BY LAB (VERIFIED)</b>	Will be signed by the person in the lab who receives and verifies the sample shipment against this chain of custody record and will show the date and time the samples were verified at the lab.
<b>SAMPLE SHIPPED VIA</b>	How the samples are being shipped to the laboratory.