

# Consulting Services Agreement

**Electronic Signatures Applicable (Virginia Code § 59.1-479)**

## **SERVICE LIABILITY WAIVER AND LIMITATION OF LIABILITY AGREEMENT**

This Service Liability Waiver and Limitation of Liability Agreement (“Agreement”) is entered into by and between **[INSERT YOUR FULL LEGAL NAME]** (“Client”) and **Sullivan Environmental Consulting, Inc., a Virginia Corporation Established in 1988** (“Company”), including its owners, officers, employees, agents, contractors, and representatives.

Client Shipping and Contact Information:

**[INSERT YOUR FULL LEGAL NAME]**

**[INSERT YOUR FULL SHIPPING ADDRESS]**

**[INSERT YOUR PHONE NUMBER, AREA CODE FIRST]**

**[INSERT THE EMAIL ADDRESS THAT YOU WANT THE LABORATORY REPORTS SENT TO]**

### **1. Acknowledgment of Services**

Client acknowledges that Company provides professional services which may include consultation, analysis, advice, recommendations, field activities, or other related services (“Services”). Client understands that such Services may involve inherent risks, uncertainties, and reliance on information provided by third parties or the Client.

### **2. Assumption of Risk**

Client acknowledges and accepts that the Services provided by Company may involve uncertainties and limitations and agrees to assume all risks associated with the use, interpretation, or reliance upon the Services or any related reports, recommendations, or analyses.

### **3. Release of Liability**

To the fullest extent permitted by the laws of the Commonwealth of Virginia, Client hereby releases and discharges Company from any and all claims, demands, causes of action, damages, losses, or liabilities arising out of or relating to the Services provided, including those arising from the ordinary negligence of Company, its employees, agents, or contractors.

This release shall not apply to claims arising from gross negligence, willful misconduct, or violations of applicable law.

#### **4. Limitation of Liability**

To the fullest extent permitted by law, Company's total liability for any claims arising out of or relating to the Services provided shall be limited to the total amount of fees paid by Client to Company for the Services giving rise to the claim.

In no event shall Company be liable for any indirect, incidental, consequential, special, or punitive damages, including but not limited to lost profits, business interruption, or loss of data.

#### **5. Indemnification**

Client agrees to indemnify, defend, and hold harmless Company from and against any claims, damages, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of or related to:

- a) Client's use or reliance on the Services;
- b) Information or materials provided to Company by Client; or
- c) Client's actions or omissions related to the Services.

#### **6. Accuracy of Information Provided by Client**

Client acknowledges that Company may rely on information provided by the Client or third parties. Client agrees that Company shall not be responsible for errors, omissions, or inaccuracies in such information.

#### **7. No Guarantee of Outcome**

Client acknowledges that Company does not guarantee any specific results, outcomes, or regulatory determinations arising from the Services.

#### **8. Governing Law and Venue**

This Agreement shall be governed by and interpreted in accordance with the laws of the Commonwealth of Virginia. Any disputes arising under or related to this Agreement shall be brought exclusively in a court of competent jurisdiction within the Commonwealth of Virginia.

#### **9. Severability**

If any provision of this Agreement is determined to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

#### **10. Entire Agreement**

This Agreement constitutes the entire understanding between the parties regarding limitation of

liability and supersedes any prior discussions or representations relating to the subject matter herein.

**11. Acknowledgment and Acceptance**

Client acknowledges that they have carefully read this Agreement, understand its terms, and voluntarily agree to be legally bound by it.

Client Name: [INSERT YOUR FULL LEGAL NAME]

Client Signature: [INSERT YOUR SIGNATURE]

Company Name: Sullivan Environmental Consulting, Inc.

Company Representative: \_\_\_\_\_

Authorized Company Representative Signature: \_\_\_\_\_

Date: \_\_\_\_\_