

# Land Appraisal Agreement

File No. 00-LAND-Boiler-Geo

Borrower/Client				
Property Address				
City	County	State	Wash.	Zip Code
Lender				

THIS AGREEMENT, entered into by and between GEORGE E. NERVIK dba NATIONAL PROPERTY SERVICE, 800 Sleater-Kinney Rd. SE - Suite 148, Olympia, Washington 98503-1127 (360)-493-0085 FAX-(866)-493-0085 hereinafter known as the "Appraiser", and the "Client", whom ordered the appraisal and name and address is indicated herein retain NATIONAL PROPERTY SERVICE to perform an appraisal on the real property located at the appraisal address indicated herein. Said appraisal is to determine market value of the real property and shall include at least three comparable sales (comps) for market analysis.

This shall include a visit to the subject property to be appraised as well as a "drive by visit" to each of the comparable sales. The Appraiser will provide to the Client a written report mailed within \_\_\_\_\_ (30 if not filled in) calendar days (faxed or emailed if Client has supplies a fax/email number herein) of conclusion of the appraisal. Either electronic or mail copy shall constitute delivery. The appraisal will not cover the following areas: 1)-Pest/termite infestation; 2) Septic/drainfield/sewer problems; 3) Water supply/well problems; 4) Structural building inspection (available at additional expense). Optional testing at extra expense is available for asbestos, radon, formaldehyde, lead, underground storage tanks, etc. (list available).

The Appraiser agrees to provide Client with his professional opinion regarding the market value of the property. The opinion of the Appraiser is limited to any information which either is or reasonably should be discovered upon visual inspection of the property and/or comparable sales together with a review of any public documents and any purchase & sale agreements that may exist of which the appraiser has been given copies. The appraisal is further limited to the condition of the property on the date of the appraisal without reference to what may have been present in the past.

Client acknowledges that the Appraiser is not providing a guarantee or warranty regarding the value of the property at the time of appraisal, but only to providing Client with the professional opinion of the Appraiser. Both parties agree that should the Client subsequently discover a defect or problem with the appraisal report which was not, but should have been, discovered by the Appraiser, and further which significantly affected the value of the property, that any liability of the Appraiser for error or omission will be limited to the return of the appraisal fee paid by Client to Appraiser. CLIENT ACKNOWLEDGES AND HEREBY WAIVES any right to recover any monies expended for repair of unreported problems or any consequential damages resulting therefrom in excess of the appraisal fee paid.

Client further agrees to hold Appraiser harmless from any actions resulting from Appraiser's performing his appraisal of the above mentioned premises.

Both parties agree that the appraisal fee to be paid to the Appraiser for the services to be rendered will be in the amount indicated herein. Said fee is to be tendered prior to beginning the appraisal (payment can be invoiced 30 days or closing, whichever is sooner, 10% invoicing charge applies). Dishonored check charge is \$50, interest is 18% or maximum allowable by law. Client hereby assigns earnest money up to the amount due of this agreement as security for invoiced payments. If legal recourse, prevailing party shall be allowed actual attorney's fees, \$150 minimum. Appraiser will inspect said property within five business days of the date of execution of this agreement by the Client herein unless otherwise directed.

Appraisals from our firm are state certified. Appraisals must be signed by state licensed or certified appraisers in order to be recognized by federally insured mortgage lenders/loans.

This agreement encompasses the total understanding and agreement of the parties hereto, and there are no other written or verbal agreements which were executed or made prior to the execution of this agreement.

NATIONAL PROPERTY SERVICE Washington State UBI Registration #600-428-875. All appraisals conform to U.S.P.A.P. unless noted otherwise in the report. Make checks to: **NationalPropertyService or George Nervik.** Purpose of Appraisal (circle one) 1-Purchase Money Loan 2-Refinance 3-Other (specify\_\_\_\_\_)

\_\_\_\_\_  
Client's Name

\_\_\_\_\_  
Borrower / Property Owner's Name

\_\_\_\_\_  
Client's Mailing Address

\_\_\_\_\_  
Contact Instructions / Misc. Comments

\_\_\_\_\_  
Home-Phone Work-Phone FAX-Phone

\_\_\_\_\_  
Appraisal Phones

\_\_\_\_\_  
Appraisal Fees                      Check Number

\_\_\_\_\_  
Listing Agent/Brokerage                      Phones/FAX

\_\_\_\_\_  
Client's Signatures                      Date

\_\_\_\_\_  
Selling Agent/Brokerage                      Phones/FAX