

## AGREEMENT FOR PROFESSIONAL VALUATION SERVICES

### Appraisal Assignment

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**Date of Agreement:**

**Parties to Agreement**

**Client:**

Name:

Address:

City

State

Zip

Phone:

Email:

**Appraiser:**

Evan J. Himel, MAI

Evan Himel, LLC, Real Estate Appraisal & Consulting

P.O. Box 3653

Lafayette, LA 70502

337-347-9600

[evan@himelre.com](mailto:evan@himelre.com)

[himelre.com](http://himelre.com)

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Client hereby engages Appraiser to complete an appraisal assignment as follows:

#### PROPERTY IDENTIFICATION

Address / Legal:

#### PROPERTY TYPE

Choose One:

Commercial

Industrial

Single Family

Residential

Multi Family

Land

Other

#### INTEREST VALUED

Fee Simple

Leasehold

Leased Fee

Other

#### INTENDED USERS

Client Please provide intended users by name.

*Note: No other users are intended by Appraiser. Appraiser shall consider the intended users when determining the level of detail to be provided in the Appraisal Report.*

**INTENDED USE**

To assist Client and intended users in making a lending decision  
To assist Client in negotiating a purchase price      To assist Client in establishing an asking price  
To assist in litigation      To assist in determining just compensation  
To assist Client in establishing a value for property tax purposes      To assist Client in tax planning  
To assist Client in tax reporting      To assist Client in loan monitoring      Other:

**TYPE OF VALUE**

Market value as defined by Fannie Mae and Freddie Mac  
Market value as defined by the appraisal requirements pursuant to FIRREA  
Other:

**DATE OF VALUE**

Current      Prospective      Retrospective      Specify date, if known:  
Hypothetical conditions      Extraordinary assumptions      None anticipated

Explanation:

**APPLICABLE REQUIREMENTS OTHER THAN THE UNIFORM STANDARDS OF PROFESSIONAL APPRAISAL PRACTICE (USPAP):** The Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute

**ANTICIPATED SCOPE OF WORK**

**Site visit (Select One)**

Walk-through full inspection including measurements, photographs, and floorplan  
Exterior-only from public street  
No site visit (desktop valuation w/ extraordinary assumptions regarding information about property).

**VALUATION APPROACHES**

Sales comparison approach      Cost Approach      Income Approach  
Subdivision Analysis (sell-out)      Discount Cash Flow Analysis      Other:

*Note: Appraiser shall use all approaches necessary to develop a credible opinion of value.*

**APPRAISAL REPORT**

**Report Option**

Summary Appraisal Report (Commercial Narrative)  
Summary Appraisal Report (Residential Form Standard GP)  
Other:

**Form or format:**

Narrative      Form      1004      GP      2055      1004c      1025

**CONTACTFORPROPERTYACCESS,IFAPPLICABLE**

Name

Phone Number

**DELIVERYDATE**

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**DELIVERY METHOD**

E-mail PDF copy

**PAYMENT TO APPRAISER \$**

**PROPOSED IMPROVEMENTS**

If the property appraised consists of proposed improvements, Client shall provide to Appraiser plans, specifications, or other documentation sufficient to identify the extent and character of the proposed improvements.

**PROPERTIES UNDER CONTRACT FOR SALE**

If the property appraised is currently under contract for sale, Client shall provide to Appraiser a copy of said contract including all addenda.

**CONFIDENTIALITY**

Appraiser shall not provide a copy of the written Appraisal Report to, or disclose the results of the appraisal prepared in accordance with this Agreement with, any party other than Client, unless Client authorizes, except as stipulated in the Confidentiality Section of the ETHICS RULE of the Uniform Standards of Professional Appraisal Practice (USPAP).

**CHANGES TO AGREEMENT**

Any changes to the assignment as outlined in this Agreement shall necessitate a new Agreement. The identity of the client, intended users, or intended use; the date of value; type of value; or property appraised cannot be changed without a new Agreement.

**CANCELLATION**

Client may cancel this Agreement at any time prior to the Appraiser's delivery of the Appraisal Report upon written notification to the Appraiser. Client shall pay Appraiser for work completed on assignment prior to Appraiser's receipt of written cancellation notice, unless otherwise agreed upon by Appraiser and Client in writing.

**NO THIRD PARTY BENEFICIARIES**

Nothing in this Agreement shall create a contractual relationship between the Appraiser or the Client and any third party, or any cause of action in favor of any third party. This Agreement shall not be construed to render any person or entity a third party beneficiary of this Agreement, including, but not limited to, any third parties identified herein.

## **USE OF EMPLOYEES OR INDEPENDENT CONTRACTORS**

Appraiser may use employees or independent contractors at Appraiser's discretion to complete the assignment, unless otherwise agreed by the parties. Notwithstanding, Appraiser shall sign the written Appraisal Report and take full responsibility for the services provided as a result of this Agreement.

## **TESTIMONY AT COURT OR OTHER PROCEEDINGS**

Unless otherwise stated in this Agreement, Client agrees that Appraiser's assignment pursuant to this Agreement shall not include the Appraiser's participation in or preparation for, whether voluntarily or pursuant to subpoena, any oral or written discovery, sworn testimony in a judicial, arbitration or administrative proceeding, or attendance at any judicial, arbitration, or administrative proceeding relating to this assignment. A amendment to this agreement will be provided if these services are requested by the client.

## **APPRAISER INDEPENDENCE**

Appraiser cannot agree to provide a value opinion that is contingent on a predetermined amount. Appraiser cannot guarantee the outcome of the assignment in advance. Appraiser cannot insure that the opinion of value developed as a result of this Assignment will serve to facilitate any specific objective by Client or others or advance any particular cause. Appraiser's opinion of value will be developed competently and with independence, impartiality and objectivity.

## **EXPIRATION OF AGREEMENT**

This Agreement is valid only if signed by both Appraiser and Client within 30 days of the Date of Agreement specified.

## **GOVERNING LAW & JURISDICTION**

The interpretation and enforcement of this Agreement shall be governed by the laws of the state in which the Appraiser's principal place of business is located, exclusive of any choice of law rules.

## **PAYMENT DUE DATE**

Appraiser shall invoice Client for services rendered pursuant to this Agreement based upon the fees specified in this Agreement. Appraiser's invoices are considered due upon receipt by Client and shall be deemed delinquent if not paid within 30 days of the date of Appraiser's invoice. Client shall be assessed a late charge of \$100 per month if Appraiser does not receive payment of an invoice prior to the date the invoice shall be deemed delinquent. Additional late charges shall be assessed each additional month thereafter that an invoice remains unpaid in whole or in part. In the event Appraiser pursues collection efforts to recover unpaid balances owed by Client, Client shall pay Appraiser's costs of collection, including attorneys' fees at trial or on appeal.

## **WHEN APPRAISER'S OBLIGATIONS ARE COMPLETE**

Appraiser's obligations pursuant to this Agreement are completed when the appraisal report in the form provided in this Agreement is delivered to Client pursuant to this Agreement. Appraiser agrees to be responsive to Client's legitimate inquiries regarding the contents of the report after delivery.

**SERVICES NOT PROVIDED**

The fees set forth in this Agreement apply to the appraisal services rendered by Appraiser as set forth in this Agreement. Unless otherwise specified herein, Appraiser's services for which the fees in this Agreement apply shall not include meetings with persons other than Client or Client's agents or professional advisors; Appraiser's deposition(s) or testimony before judicial, arbitration or administrative tribunals; or any preparation associated with such depositions or testimony. Any additional services performed by Appraiser not set forth in this Agreement will be performed on terms and conditions set forth in an amendment to this Agreement, or in a separate agreement.

By Appraiser:

  
\_\_\_\_\_  
(Signature)

**Evan J. Himel, MAI**  
\_\_\_\_\_  
(Printed name)

\_\_\_\_\_  
(date)

By Client:

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Printed name)

\_\_\_\_\_  
(date)