



Valuation Agreement

Version 15.4

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Business Transitions, LLC

**FP TRANSITIONS
VALUATION AGREEMENT**

This Agreement is entered into on the date set forth below and is between Business Transitions, LLC, an Oregon Limited Liability Company, dba FP Transitions ("FP Transitions") and _____ ("Client").

1. SCOPE OF SERVICES FP Transitions agrees to perform a Comprehensive Valuation of the Client's business using the FP Transition's Open Market Valuation system, which will include a complete written report setting out the valuation results and presenting them in the context of industry averages, payment terms and after tax results. In addition, as a supplement to the Comprehensive Valuation, Client may also order an EquityBuilder Report, which provides a detailed comparative analysis of Client's practice, benchmarking key operational data points against a peer group and a target group. Please select one or more of the following services:

Comprehensive Valuation Report including Equity Builder (~~\$1,495~~ \$1,295 promotional discount)

Plus:

- Expedited Service Fee (\$150) (*valuation prepared within 15 days of receiving complete, correct information*)
- Additional Hard Copies of Valuation Report (\$25 per copy x _____ copies)

Comprehensive Valuation Report (\$995 member / \$1,095 non-member)

Plus:

- Expedited Service Fee (\$150) (*valuation prepared within 15 days of receiving complete, correct information*)
- Additional Hard Copies of Valuation Report (\$25 per copy x _____ copies)

2. PERFORMANCE

- (a) FP Transitions agrees to commence work in accordance with the above Scope of Services immediately following execution of this Agreement and upon receipt of valuation information and payment, and to diligently complete the work;
- (b) This program includes a valuation of Client's business using a market-based approach;
- (c) FP Transitions' services shall be performed in the capacity of an independent contractor and not as an agent or employee of Client;
- (d) All written work and templates created by FP Transitions for this project shall remain the property of FP Transitions and are produced for Client's personal use only. No redistribution of the valuation report is permitted unless agreed in writing by all parties to this Agreement.

3. TIME OF COMPLETION The work to be performed under this Agreement shall be completed within 30 calendar days of receiving a complete and correct Valuation questionnaire and payment in full as set forth above. The EquityBuilder Report shall be completed within 30 calendar days following the completion of the Comprehensive Valuation.

4. COMPENSATION For furnishing the services specified, Client agrees to pay FP Transitions the fee indicated above. Compensation under this Agreement does not include time spent to testify or support consulting or valuation results in a court or arbitration proceeding. FP Transitions shall be under no obligation to provide such testimony or support and such services are not contemplated, warranted or provided under this Agreement. If anyone from FP Transitions is compelled to testify by subpoena or court order, Client agrees to pay FP Transitions liquidated damages in the amount of \$10,000, plus business class airfare and reasonable accommodations.

5. WARRANTIES FP Transitions warrants that all services provided hereunder shall be performed in a timely manner in accordance with professional standards generally accepted in the industry at this time. Client acknowledges that FP Transitions' services under this Agreement are dependent on Client's full cooperation.

6. CONFIDENTIALITY Unless directed otherwise by Client, all non-public information furnished to FP Transitions or of which FP Transitions becomes aware while performing its services hereunder, shall not be disclosed

to any third party but rather shall remain confidential and shall be the property of Client. Any information identified by Client as proprietary information will be safeguarded by FP Transitions in a reasonably prudent manner or in accordance with any specific instructions provided by Client. If such information is publicly available or otherwise obtainable by FP Transitions from other sources, FP Transitions shall bear no responsibility for its disclosure. FP Transitions may cumulatively publish information learned or reviewed under the Scope of Services in this Agreement, but will not release any specific or identifiable information belonging to Client without Client's written permission.

7. NONASSIGNABILITY This Agreement shall not be assigned in whole or in part by either FP Transitions or Client without the others' prior written consent.

8. GOVERNING LAW This Agreement shall be governed by, enforced, and interpreted according to the laws of the state of Oregon.

9. LIMITATION OF WARRANTIES, LIABILITY FP TRANSITIONS makes no representations, warranties or guarantees, express or implied, including but not limited to any warranties of merchantability or fitness for particular purpose or use other than the express representations, warranties and guarantees contained in this Agreement. Under no circumstances shall FP Transitions be liable for any loss of profits or for special, consequential or exemplary damages. **LIMITATIONS OF LIABILITY: ANY LIABILITY OF BUSINESS TRANSITIONS, LLC ARISING OUT OF ANY SERVICES PROVIDED HEREUNDER SHALL NOT EXCEED THE TOTAL OF THIS VALUATION/CONSULTING ENGAGEMENT UNDER THIS AGREEMENT. IN NO EVENT SHALL BUSINESS TRANSITIONS, LLC BE LIABLE FOR ANY INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, INCLUDING, WITHOUT LIMITATION, LOSS OF REVENUE.**

Having first read the foregoing Agreement in full, FP Transitions and Client cause this Agreement to be executed on this ____ day of _____, 20__ (the "Effective Date").

CLIENT:

Signature

Printed Name, Title

Phone: _____

Company / Firm Name: _____

Broker-Dealer / Custodian: _____

Physical Address (no P.O. boxes, please) _____

(This address will be where we send the hard copy of your report)

E-Mail Address: _____
(We will send the PDF of your report to this email address)

Confidentiality Questions:

Do you prefer us to follow up via email or telephone: _____
What is the best day of the week to reach you: _____
What is the best time of day to reach you: _____
Has your staff been informed of the valuation/sale: _____