

EMPLOYMENT CONTRACT

OWEN SURVEYING, INC.
212 LISBON STREET
CLINTON, NORTH CAROLINA 28328-4115, U. S. A.
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THIS CONTRACT AND AGREEMENT, made this _____ day of _____, 20 _____, between OWEN SURVEYING, INC., a North Carolina "S" Corporation with its principle offices located at 212 Lisbon Street, City of Clinton, of the County of Sampson, State of North Carolina 28328-4115, United States Of America, hereinafter referred to as "Surveyor" and _____

_____ of the County of _____, State of _____, United States of America, hereinafter referred to as "Owner(s) / Customer(s) / Purchaser(s)", (whether of fee simple interest, undivided interest, etc.), for the purpose of employing surveyors to perform certain services on certain tracts of land owned by the Owners / Customers / Purchasers.

ARTICLE I
LAND INVOLVED

The tract of land owned by _____ as recorded in Deed Book _____, Page _____, in the Office of the Register of Deeds of _____, County, North Carolina.

ARTICLE II
SERVICES OF SURVEYOR

The Surveyor is employed to perform the following tasks: _____

The Surveyor shall establish permanent monuments on the corners, if none so located and shall prepare drawings or maps suitable for recording of the work performed which maps or drawings are deliverable to the Owners / Customers / Purchasers upon payment to the Surveyor of the compensation set out in Article III below.

ARTICLE III
COMPENSATION AND EXPENSES

In consideration of the services to be rendered by Surveyors under this Contract, Owners / Customers / Purchasers agree to pay fees as follows:

- 1. FIELD WORK
 - A. Hourly Rate (minimum of 1/2 day) for:
 - 1-man crew . . . \$75.00
 - 2-man crew . . . \$105.00
 - 3-man crew . . . \$120.00
 - 4-man crew . . . \$150.00
- 2. TRAVEL

The Hourly Rates in Item 1., FIELD WORK, for all survey personnel are portal to portal, that is, travel time and mileage projects within 30 miles of the Surveyor's regular place of business is included in the eight-hour working day. Additional charges will be made to cover living expenses when away from home and mileage at the rate of \$1.00 per mile for projects over 30 miles from the office.
- 3. OFFICE WORK
 - A. Writing of Deed Description (minimum) . . . \$100.00
 - B. Time of researching in the Register of Deeds Office, Tax Office, Clerk of Courts Office, computing, mapping, etc., per hour . . . \$75.00
 - C. Time of clerical, secretarial, and typing directly related to project, per hour . . . \$75.00

D. Time of registered surveyor or principal of firm, per hour \$100.00

4. LEGAL APPEARANCE IN COURT for professional testimony, including pre-trial conferences or preparation, or time spent on appraisals or with a jury of view; does not include incurred expenses.

FULL DAY \$800.00
HALF DAY is minimum compensation \$400.00

5. PAYMENTS All payments for fees and expenses due are payable upon completion of work unless prior arrangements to the contrary have been made. In the event that payment is not paid upon completion of work, a monthly finance charge of 1 1/2%, which is an annual percentage rate of 18% and will be added beginning 30 days after date work is completed. Minimum finance charge will be 50 cents. There is a \$30 service charge on all returned checks. Any and all discounts not taken within ten calendar days after invoicing will be voided. Owner(s) / customer(s) / purchaser(s) / agent(a) understand(s) that if he / she / they file for bankruptcy, owner(s) / customer(s) / purchaser(s) / agent(s) will still be liable for and pay this bill. Additionally, should legal recourse be necessary to effect collection of any fees or expenses due hereunder, Owner(s) / Customer(s) / Purchaser(s) / Agent(s) will be liable for all legal and collection fees and will be due by owner(s) / customer(s) / purchaser(s) / agent(s) and charged as part of lien filed or in complaint filed. Also, if owner(s) / customer(s) / purchaser(s) / agent(s) signing this contract is signing on behalf (acting as agent) of a company, that person(s) agrees that he/she/they are also personally liable for this bill including their heirs, assigns, and/or successor(s). Deposits may be required for land and/or Owner(s) / Customer(s) / Purchaser(s) / Agent(s) outside of Sampson County. Any cancellations must be made in writing and Owner(s) / Customer(s) / Purchaser(s) / Agent(s) acknowledge(s) that any work already performed & cancelled will be billed work to date and owed to Owen Surveying, Inc.

ARTICLE IV
DURATION

Surveyor agrees to commence his work no later than _____, and to complete the same within _____ working days after commencing, unless longer time is required due to Acts of God, sickness, boundary problems, war, acts of terrorism, disputes related to land being surveyed, or any other reason not directly related to the task of surveying.

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first above written.

BY: _____ (SEAL)
AUTHORIZED AGENT OF OWEN SURVEYING, INCORPORATED

(SEAL) SS# _____
CUSTOMER (LAND OWNER) / CUSTOMER (BUYER / AGENT)
FULL NAME (FIRST, MIDDLE, MAIDEN, LAST, ETC.)

(SEAL) SS# _____
CUSTOMER (LAND OWNER) / CUSTOMER (BUYER / AGENT)
FULL NAME (FIRST, MIDDLE, MAIDEN, LAST, ETC.)

(SEAL) SS# _____
CUSTOMER (LAND OWNER) / CUSTOMER (BUYER / AGENT)
FULL NAME (FIRST, MIDDLE, MAIDEN, LAST, ETC.)

WITNESS: _____ (SEAL)