

LEGEND TECHNICAL SERVICES, INC
 88 Empire Drive, St. Paul, MN 55103 - Telephone: 651-642-1150, Fax: 651-642-1239
CHAIN-OF-CUSTODY RECORD

Client Name:		Bill To:		LEGEND Project#:			COC/Sample Comments:								
Address:		Address:		Turn Around Time: <input type="checkbox"/> Normal <input type="checkbox"/> RUSH											
Attn:		PO #:		Requested Due Date :											
Phone:		E-mail:		Condition Received: <input type="checkbox"/> Received at _____ °C <input type="checkbox"/> Temp. from unpreserved sample <input type="checkbox"/> Received on ice <input type="checkbox"/> No temp. blank <input type="checkbox"/> Received on ice pack <input type="checkbox"/> Received on melt water <input type="checkbox"/> Received ambient <input type="checkbox"/> Acceptable (IH/ISO only) <input type="checkbox"/> Custody Seals											
Project Name:		Project#:					ANALYSIS								
Item No.	Sample Name	Grab	Comp.	Collection		Sample Matrix	Lab ID No.	Number of Containers							Major Sample Components (5 greatest, including hazardous)
				Date	Time										
1															
2															
3															
4															
5															
6															
7															
8															
9															
10															
Sample Collector (please print):		Relinquished By:		Date:	Time:	Accepted by:			Date:	Time:					
Comments:		Relinquished By:		Date:	Time:	Received by Lab:			Date:	Time:					

PLEASE REVIEW TERMS AND CONDITIONS ON BACK BEFORE SIGNING

GENERAL CONDITIONS

SECTION 1: PROJECT INFORMATION

1.1 Client will make available for LEGEND's review all known information regarding existing and proposed conditions or requirements which affect the service(s) to be performed including, but not limited to information Client knows, assumes or may suspect on hazardous or potentially hazardous substances. Client will immediately transmit to LEGEND any new information which becomes available to it, its contractors, agents or subcontractors.

1.2 Client agrees to render reasonable assistance as requested by LEGEND so the performance of the service(s) may proceed without delay or interference and, when required by LEGEND, to provide a representative to answer questions about the project. If the service(s) to be performed require the presence of LEGEND personnel on site, Client will provide a representative at the site to supervise or coordinate the project, when required by LEGEND, upon 24 hours' notice. Upon request of LEGEND Client agrees to provide suitable work space and lights and power to the building unless otherwise agreed upon.

1.3 LEGEND will not be liable for any advice, judgment, or decision based on any inaccurate information furnished by Client or others engaged by or for the Client, and Client will indemnify LEGEND against liability arising out of or contributed to by such information.

SECTION 2: SITE ACCESS

2.1 Client will provide right-of-entry for LEGEND personnel and equipment.

2.2 While LEGEND will take reasonable precautions to minimize any damage to property, it is understood that in the normal course of the service(s) some damage may occur. The correction of the damage is the responsibility of the Client.

SECTION 3: SAMPLES

Test samples or specimens may be consumed or substantially altered during testing. LEGEND, at its sole discretion, may dispose of any remaining residue, samples or specimens immediately upon completion of tests as follows:

3.1 NONHAZARDOUS: LEGEND may retain nonhazardous samples and/or residue for a maximum of thirty (30) days after submission of LEGEND report. At LEGEND's option, or upon request of the Client in writing, such samples will be shipped, at Client's expense, to destination selected; or LEGEND can store them for an agreed storage charge and duration. Client agrees to hold LEGEND harmless for damage or loss to any samples or residues during storage.

3.2 HAZARDOUS/POTENTIALLY HAZARDOUS: Client is responsible for all hazardous or potentially hazardous mater(s)/substances which are present on a project site and/or submitted to LEGEND. Samples submitted, retrieved, encountered or determined as containing any hazardous or potentially hazardous materials/substances will remain the property of the Client who will be solely and completely responsible for their proper disposal. All costs associated with the transport and disposal of said samples are the Client's responsibility.

SECTION 4: FEE PAYMENT

4.1 LEGEND will submit invoices to Client monthly, and a final invoice upon completion of services. Invoices will show charges based on a current LEGEND fee schedule or other agreed upon basis.

4.2 Payment is due upon receipt of invoice. Client agrees to pay interest on unpaid invoice balances at a rate of 1.5% per month or the maximum allowed by law, beginning thirty (30) days after invoice date.

4.3 Client will notify LEGEND, in writing within fifteen (15) days from the invoice date, of any alleged errors, questions or disagreements with the invoice; unless so notified invoices are deemed correct. Client is responsible for payment of all amounts not in dispute. LEGEND and Client will diligently pursue resolution of any items Client alleges to be incorrect.

4.4 LEGEND may withhold results and/or reports until all unpaid invoices are paid in full without any liability to LEGEND. Any monies incurred to collect balance due will be the responsibility of client.

SECTION 5: OWNERSHIP OF DOCUMENTS AND USE OF LEGEND REPORT

5.1 All documents prepared by LEGEND as instruments of services will remain the property of LEGEND.

5.2 Client agrees that all reports and/or other items furnished to Client or its agents, which are not paid for, will be returned upon demand and will not be used by Client for any purpose whatsoever.

5.3 Unless otherwise agreed, LEGEND will retain all pertinent records concerning services performed for a period of two (2) years after the report is sent; during that time, the records will be made available to Client during LEGEND's normal business hours and subject to a reasonable charge.

5.4 Except as may otherwise be provided in an attached Proposal or in any Addendum to General Conditions, Client may use the LEGEND report in its entirety and may make copies of the entire report available to others. Client shall not make disclosure to others of any portions of a report constituting less than the entire report. The report and any related documents will not be and are not intended or represented to be suitable for reuse by Client or others for extensions of the project or for any other project purpose. LEGEND is not responsible for the interpretation by others of the information developed.

5.5 The report and any related documents are not to be used for any marketing or advertising purposes without the express prior written consent and approval of LEGEND.

SECTION 6: DISPUTES

6.1 Client will pay all reasonable collection or litigation expenses including attorney's fees LEGEND incurs in collecting any delinquent amount Client owes under this Agreement. In addition, Client shall pay interest at the rate of 1.5% per month, or the maximum allowed by law, on any past due balances.

6.2 If the Client institutes a claim against LEGEND, at law or otherwise, which is dismissed, or which Client fails to prove, or judgment is substantially in favor of rendered for LEGEND, Client will pay LEGEND for all costs of defense, including attorney fees, expert witness fees and court costs. In addition Client shall pay interest at the rate of 1.5% per month, or the maximum allowed by law, on any past due balances.

SECTION 7: PROFESSIONAL STANDARD AND WARRANTY

7.1 LEGEND services will be performed with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions including, but not limited to, time and budgetary constraints. No other warranty, express or implied, is made, except as may be specifically otherwise noted in this Agreement.

7.2 If any failure to meet this standard appears within one (1) year from completion of the services, LEGEND will re-perform the services at its own expense. This is the sole obligation of LEGEND and the sole remedy of Client.

7.3 Client recognizes that inaccessible area conditions may vary from those actually encountered in surveys or samplings and that information and recommendations developed by LEGEND are based solely on the information available to LEGEND. Client further recognizes that even more comprehensive sampling and testing program performed in accordance with a professional standard of care may fail to detect certain conditions because they are hidden.

SECTION 8: INDEMNIFICATION AND LIMITATION OF LIABILITY

8.1 Client agrees, except to the extent LEGEND is found to be at fault, to assume entire responsibility and liability for all damages or injury to all persons, whether employees of Client or otherwise, and to all property, arising out of, resulting from or in any manner connected with the execution of the service(s) provided for in this Agreement or occurring or resulting from the use by Client, Client's agents, employees or contractors, of materials, equipment, reports from LEGEND, or other documents or other property, whether the same be owned by LEGEND, Client or third parties. Client further agrees, except to the extent LEGEND is found to be at fault, to indemnify, defend and save harmless LEGEND, its agents and employees from all such claims plus legal fees and disbursements paid or incurred to enforce the provisions of this paragraph. Client further agrees to obtain, maintain and pay for such insurance coverage as will insure the provisions of this paragraph.

8.2 If Section 7.2 does not apply, Client hereby agrees that to the fullest extent permitted by law, LEGEND's total liability to Client for any and all injuries, claims, losses, expenses, or damages whatsoever, arising out of or in any way related to the project or this Agreement, from any cause or causes, including but not limited to, Client's negligence, errors, omissions, strict liability, breach of contract, or breach of warranty, shall not exceed the total compensation received by LEGEND under this Agreement.

8.3 In no event, whether based on contract, indemnity, warranty, tort (including negligence), strict liability or otherwise shall LEGEND, its employees, or suppliers be liable for special, incidental, exemplary or consequential damages, including, but not limited to, loss of profits or revenues, loss of use of any property, cost of capital, cost of substitute equipment, facilities or services, downtime costs, or claims of customers, tenants, lessees, or invitee's of Client for such damages. The Client to the maximum extent permitted by law indemnifies LEGEND against any such claims from Client's Customers, tenants, lessees, or invitees including claims based on alleged negligence, strict liability, or breach of contract by LEGEND. If the Client is furnished LEGEND's services to a third party by Contract, the Client shall obtain from such third party a provision affording LEGEND's services to a third party by contract, the Client shall obtain from such third party a provision affording LEGEND and LEGEND's suppliers the protection of this and the preceding paragraph.

8.4 All legal actions, except for Clients non-payment of LEGEND invoices, by either party against the other for breach of this Agreement or any addendum to it, or failure to perform in accordance with the applicable standard of care, or that are essentially based upon such breach or such failure, shall be barred after two years have passed from the time the claimant knew or should have known of its claim, and under no circumstances shall be initiated after four years have passed from the date on which LEGEND substantially completes its services or from the date which LEGEND's services are terminated, whichever is earlier.

8.5 LEGEND will not be responsible for any loss or liability arising from negligence by Client, Client's employees or agents. Further, LEGEND will not be responsible for acts, omissions or the failure of any parties involved in the design or of any contractor or subcontractor on the Project to perform and/or comply in accordance with recommendations contained in any correspondence or verbal recommendations issued by LEGEND.

SECTION 9: INSURANCE

9.1 LEGEND will carry worker's compensation insurance and public liability and property damage insurance policies which LEGEND considers adequate, Certificates of Insurance will be provided to Client upon request.

SECTION 10: TERMINATION

10.1 This Agreement may be terminated by either party upon seven (7) days written notice if there is substantial failure by the other party to perform. Termination will not be effective if substantial failure is remedied before expiration date of seven (7) days. Upon termination, LEGEND will be paid for services performed to the date of termination, plus reasonable termination expenses and subject to Section 3.

10.2 In the event Client fails to pay LEGEND within sixty (60) days following invoice date, LEGEND may consider the default a substantial failure to perform this Agreement and all duties and liabilities of LEGEND under this Agreement terminated.

10.3 If this Agreement is terminated prior to completion of all reports contemplated by this Agreement, or suspended for more than three (3) months, LEGEND may complete analyses and records as are necessary to complete its files and may also complete a report on the services performed. Termination or suspension expenses will include direct costs of completing analyses, records, reports, and sample dispersal.

SECTION 11: ASSIGNS AND THIRD-PARTY BENEFICIARIES

11.1 Neither party may assign duties or interest under this Agreement without the written consent of the other party.

11.2 This Agreement gives no rights or benefits to anyone other than the Client and LEGEND and this Agreement has no third-party beneficiaries.

SECTION 12: AMENDMENTS

12.1 This Agreement may be amended only by a written amendment signed by both Client and LEGEND

SECTION 13: DELAYS AND UNFORESEEN OCCURRENCES

13.1 If LEGEND is delayed in performance due to circumstances beyond its control including, but not limited to, strike, fire, riot, act of God, governmental action, action of a third party, or action or inaction of Client, the time for performance shall be extended by a period equal to the time lost by reason of the delay. If the delay is caused by Client, LEGEND will be entitled to payment for its reasonable additional charges due to delay.

13.2 If during the performance of services, any unforeseen hazardous substances or constituents or other unforeseen conditions or occurrences, are encountered which in LEGEND's sole judgment, may significantly affect the services, the risk involved in providing the services, or the scope of the services, LEGEND will agree with Client to modify the scope of services and provide an estimate of additional charges to include provision for the previously unforeseen circumstances, such revision to be in writing and signed by the parties for incorporation therein; or LEGEND will terminate the services effective on the date specified by LEGEND in writing in which event Client shall pay LEGEND for services performed to the date of termination, plus reasonable termination expenses.

SECTION 14: MANAGEMENT AND SAFETY RESPONSIBILITY

14.1 LEGEND will perform professional services in accordance with custom and practice within the locality and in no instance shall be construed, deemed, assumed, or implied to be responsible for safety at the site.

SECTION 15: SEVERABILITY

15.1 If any element of this Agreement is held to be unenforceable all remaining provisions shall continue in force.

SECTION 16: ENTIRE AGREEMENT

16.1 This contract and attached scope of work document represents the entire Agreement between the parties and supersedes all prior representations or agreements.