

BUSINESS VALUATION CONSULTING ENGAGEMENT AGREEMENT

This Business Valuation Consulting Engagement Agreement (the "Agreement") is entered into and made effective as of _____, by and between:

VALUATION ADVISOR: _____ with a principal place of business at _____ (hereinafter referred to as the "Advisor"), and

CLIENT: _____ with a principal place of business or residence at _____ (hereinafter referred to as the "Client").

1. ENGAGEMENT AND PURPOSE

The Client hereby engages the Advisor to perform a business valuation of the following entity (the "Company"):

Company Name: _____

State of Incorporation/Organization: _____

The valuation is being conducted for the sole purpose of:

2. SCOPE OF SERVICES

The Advisor agrees to perform the following valuation services:

- A. Analyze financial and operational data provided by the Client and external sources.
- B. Determine the Standard of Value defined as: _____.
- C. Establish the Valuation Date as of: _____.
- D. Prepare and deliver a written valuation report (the "Report") in accordance with professional valuation standards.

3. FEES AND PAYMENT TERMS

In consideration for the services rendered, the Client agrees to pay the Advisor as follows:

- A. **Professional Fee:** A total fee of \$_____, or billed hourly at a rate of \$_____ per hour.
- B. **Retainer:** A non-refundable retainer of \$_____ shall be paid upon execution of this Agreement, to be applied against the final bill.
- C. **Expenses:** The Client shall reimburse the Advisor for all reasonable out-of-pocket expenses incurred during the engagement, subject to prior approval.
- D. **Payment Schedule:** Remaining balances shall be due _____.

4. CLIENT RESPONSIBILITIES AND INFORMATION

The Client agrees to provide the Advisor with all financial statements, tax returns, contracts, and other organizational documents necessary to complete the valuation. The Client represents and warrants that all information provided is accurate, complete, and not misleading. The Advisor is not responsible for verifying or auditing the accuracy of the financial records provided.

5. CONFIDENTIALITY

Both parties agree to keep all proprietary information, financial statements, and draft reports confidential. Neither party shall disclose any such information to third parties without the prior written consent of the other party, except as required by law or judicial process.

6. LIMITATION OF LIABILITY

The total liability of the Advisor for any claims, losses, damages, or expenses arising out of this engagement shall not exceed the total fees paid by the Client to the Advisor under this Agreement. The Advisor shall not be liable for any indirect, special, or consequential damages.

7. TERM AND TERMINATION

This Agreement shall commence on the effective date and terminate upon delivery of the final Report. Either party may terminate this Agreement upon _____ days written notice. In the event of early termination, the Advisor shall be compensated for all services performed up to the date of termination.

8. GOVERNING LAW AND JURISDICTION

This Agreement shall be governed by, and construed in accordance with, the laws of the State of _____, without regard to its conflict of law principles. Any legal action arising hereunder shall be filed in the courts of _____ County.

IN WITNESS WHEREOF, the parties hereto have executed this Business Valuation Consulting Engagement Agreement as of the date first written above.

CLIENT

Signature

Printed Name

Title

Date

VALUATION ADVISOR

Signature

Printed Name

Title

Date