

# COMPREHENSIVE BUSINESS APPRAISAL AND VALUATION AGREEMENT

## BUSINESS VALUATION SERVICES

This Comprehensive Business Appraisal and Valuation Agreement (hereinafter referred to as the "Agreement") is entered into as of this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, by and between:

**Valuation Professional:** \_\_\_\_\_ (hereinafter referred to as the "Appraiser"),  
with a principal place of business at \_\_\_\_\_,

AND

**Client:** \_\_\_\_\_ (hereinafter referred to as the "Client"), with a principal place  
of business or residence at \_\_\_\_\_.

### 1. ENGAGEMENT AND SCOPE OF SERVICES

---

The Client hereby retains the Appraiser, and the Appraiser agrees to perform a comprehensive business appraisal and valuation for the following subject business entity: \_\_\_\_\_ (hereinafter referred to as the "Subject Business").

The valuation will be conducted for the sole purpose of: \_\_\_\_\_.

The effective date of the valuation shall be \_\_\_\_\_, 20\_\_\_\_\_.

### 2. STANDARD OF VALUE AND METHODOLOGY

---

The Appraiser shall estimate the \_\_\_\_\_ value of the Subject Business. The appraisal will be conducted in accordance with the Uniform Standards of Professional Appraisal Practice (USPAP) and the standards of the \_\_\_\_\_. The Appraiser will utilize standard valuation approaches, including but not limited to the Income Approach, Market Approach, and Asset-Based Approach, as deemed applicable by the Appraiser.

### 3. CLIENT'S RESPONSIBILITIES AND INFORMATION

---

The Client agrees to provide the Appraiser with all financial records, tax returns, organizational documents, operational details, and other information necessary to complete the valuation. The Client represents and warrants that all information provided to the Appraiser is accurate, complete, and not misleading. The Appraiser shall rely on the information provided without independent verification, except as specifically agreed upon in writing.

### 4. DELIVERABLES AND TIMELINE

---

The Appraiser shall deliver a formal written Valuation Report to the Client. The estimated delivery date of the preliminary draft or final report is \_\_\_\_\_, 20\_\_\_\_\_, subject to the timely receipt of all requested information from the Client.

### 5. FEES AND PAYMENT TERMS

---

In consideration for the services rendered, the Client agrees to pay the Appraiser a professional fee of \$ \_\_\_\_\_.

A retainer fee of \$ \_\_\_\_\_ is due upon the execution of this Agreement. The remaining balance of \$ \_\_\_\_\_ shall be paid upon: \_\_\_\_\_.

Any additional services beyond the scope of this Agreement, including depositions, court appearances, or consultations, will be billed at an hourly rate of \$ \_\_\_\_\_ per hour.

## 6. CONFIDENTIALITY

---

Both parties agree to maintain the strict confidentiality of all proprietary, financial, and personal information obtained during the course of this engagement. The Appraiser shall not disclose any confidential information or the final valuation results to any third party without the express written consent of the Client, except as required by law or professional regulatory bodies.

## 7. LIMITATION OF LIABILITY

---

The liability of the Appraiser, its employees, and agents for any claims, losses, or damages arising out of this engagement shall be limited to the total amount of fees paid to the Appraiser under this Agreement. In no event shall the Appraiser be liable for consequential, incidental, or punitive damages.

## 8. GOVERNING LAW AND DISPUTE RESOLUTION

---

This Agreement shall be governed by, and construed in accordance with, the laws of the State of \_\_\_\_\_. Any disputes arising from this Agreement shall be resolved through confidential mediation, and if unresolved, through binding arbitration in \_\_\_\_\_.

## 9. SIGNATURES

---

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

\_\_\_\_\_  
APPRAISER SIGNATURE

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_  
CLIENT SIGNATURE

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_