

INDEPENDENT BUSINESS VALUATION AGREEMENT

This Independent Business Valuation Agreement (the "Agreement") is entered into and made effective as of _____, 20____ (the "Effective Date"), by and between:

VALUATOR: _____, with a principal place of business at _____ (hereinafter referred to as the "Valuator"), and

CLIENT: _____, with a primary address of _____ (hereinafter referred to as the "Client").

RECITALS

WHEREAS, the Client desires to retain the Valuator to perform an independent business valuation of the business entity known as _____ (the "Company"); and

WHEREAS, the Valuator represents that they possess the necessary professional qualifications, certifications, expertise, and skills to perform such valuation services and agrees to perform these services in accordance with the terms and conditions set forth herein;

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties agree as follows:

1. DESCRIPTION OF SERVICES

The Valuator is engaged to perform an independent business valuation of the Company. The scope of services includes, but is not limited to, the following:

- a. Analysis of historical and current financial statements and operational data of the Company.
- b. Review of the industry, market, and economic conditions relevant to the Company.
- c. Application of standard business valuation methodologies (e.g., Asset, Income, and Market approaches) as appropriate.
- d. Preparation and delivery of a formal, written independent business valuation report (the "Report").

2. VALUATION PURPOSE AND STANDARD OF VALUE

The Report is being prepared for the sole purpose of _____.

The standard of value to be applied in this valuation is _____, with a valuation date of _____, 20____.

3. CLIENT'S RESPONSIBILITIES

The Client agrees to provide the Valuator with all requested financial, operational, and organizational documents necessary to complete the valuation on a timely basis. The Client warrants that all information provided to the Valuator is complete, accurate, and truthful to the best of the Client's knowledge. The Valuator is not responsible for auditing or independently verifying the accuracy of the financial or operational information provided by the Client.

4. FEES AND PAYMENT TERMS

In consideration for the services rendered under this Agreement, the Client agrees to pay the Valuator as follows:

- a. **Total Fee:** A flat fee of \$ _____ OR hourly rate of \$ _____ per hour.
- b. **Retainer:** A non-refundable retainer of \$ _____ is due upon the execution of this Agreement, prior to the commencement of work.
- c. **Balance Payment:** The remaining balance of \$ _____ is due _____.

5. TIMELINE AND DELIVERY

The Valuator shall use professional diligence to deliver a draft version of the Report within _____ business days following receipt of all requested information from the Client. The final Report shall be delivered within _____ business days after the Client provides final approval of the draft and pays any outstanding balances due under Section 4.

6. CONFIDENTIALITY

The Valuator agrees to keep all information, documents, and data obtained from the Client strictly confidential and shall not disclose any such information to third parties without the prior written consent of the Client, except as required by law, regulatory authority, or professional standards.

7. LIMITATION OF LIABILITY AND INDEMNIFICATION

The Valuator's services and the Report are provided for the specific purpose outlined in Section 2. The Valuator shall not be liable for any losses, damages, or liabilities arising from the misuse or misinterpretation of the Report. The Client agrees to indemnify, defend, and hold harmless the Valuator from and against any third-party claims, liabilities, losses, or expenses arising from the Valuator's performance of services under this Agreement, except in cases of proven gross negligence or willful misconduct by the Valuator.

8. INDEPENDENT CONTRACTOR STATUS

The Valuator is an independent contractor and is not an employee, agent, partner, or joint venturer of the Client. The Valuator retains sole discretion and control over the manner, means, and methods of performing the valuation services.

9. GOVERNING LAW AND DISPUTE RESOLUTION

This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of _____, without regard to its conflict of law principles. Any dispute arising out of or relating to this Agreement shall be resolved through binding arbitration in _____, under the rules of the American Arbitration Association.

10. ENTIRE AGREEMENT AND AMENDMENTS

This Agreement constitutes the entire understanding between the parties regarding the subject matter hereof and supersedes all prior agreements, understandings, or representations. No amendment or modification to this Agreement shall be valid unless made in writing and signed by both parties.

IN WITNESS WHEREOF, the parties hereto have executed this Independent Business Valuation Agreement as of the Effective Date.

VALUATOR:

CLIENT:

Signature

Signature

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____