



Appraisal Assignment

Appraiser Name: Michael Nix
Appraiser Company: Appraisals By Michael
Address: 4279 Roswell Rd, NE.
Atlanta, GA 30342
Phone: (404) 955-9997
E-mail: info@appraisalsbymichael.com

Date: _____ Fee: _____
Client name: _____
Address: _____
City: _____ State: _____ Zip: _____
Phone: _____
E-mail: _____

Client hereby engages Appraiser to complete an appraisal assignment as follows:

PROPERTY IDENTIFICATION

Property address / Legal description

INTENDED USERS

Client and (state if other) _____ Note: No other users are intended by Appraiser. Appraiser shall consider the intended users when determining the level of detail to be provided in the Appraisal Report.

INTENDED USE

____ Pre-listing ____ Pre-contract ____ Divorce ____ Tax appeal ____ Bankruptcy
____ To negotiate a purchase price ____ To establishing an asking price ____ To assist in litigation
____ To assist in determining just compensation ____ Other _____

EFFECTIVE DATE

The effective date of the appraisals is to be _____

CONDITION(S) TO BE APPRAISED

____ “As is” ____ “As-repaired” ____ “As is” and “As repaired”.

PROPOSED IMPROVEMENTS

If the property appraised consists of proposed improvements, Client shall provide to Appraiser plans, specifications, or other documentation sufficient to identify the extent and character of the proposed improvements.

PROPERTIES UNDER CONTRACT FOR SALE

If the property appraised is currently under contract for sale, Client shall provide to Appraiser a copy of said contract including all addenda.

CONFIDENTIALITY

Appraiser shall not provide a copy of the written Appraisal Report to, or disclose the results of the appraisal prepared in accordance with this Agreement with, any party other than Client, unless Client authorizes, except as stipulated in the Confidentiality Section of the ETHICS RULE of the Uniform Standards of Professional Appraisal Practice (USPAP).

CHANGES TO AGREEMENT

Any changes to the assignment as outlined in this Agreement shall necessitate a new Agreement. The identity of the client, intended users, or intended use; the date of value; type of value; or property appraised cannot be changed without a new agreement

CANCELLATION

To cancel an order, client must contact Appraisals By Michael via email or telephone as soon as possible and receive verifiable approval of cancellation from Appraisals By Michael. Please contact us by email, Phone or use our convenient form (below) to request the cancellation of an order.

When pre-payment is received and the appraisal order is cancelled before inspection of the property, Client may be eligible for a 100% refund.

If inspection has been completed and order cancelled within 12 hours, a “trip fee” of 50% of appraisal fee shall apply.

If inspection has been completed and order cancelled after 12 hours but prior to completion, Client may be eligible for 30% refund of appraisal fee.

If the report has been completed and submitted to Client, no refund will be approved, partial or otherwise, for any reason. Please indicate with reasonable specificity, the reason you are requesting a refund. Appraisals By Michael will make sure to review all requests for refunds in a timely manner to insure fairness and adequately resolve the matter sufficiently and without unnecessary costs or delay when it has been deemed proper to return funds collected for our services.

NO THIRD PARTY BENEFICIARIES

Nothing in this Agreement shall create a contractual relationship between the Appraiser or the Client and any third party, or any cause of action in favor of any third party. This Agreement shall not be construed to render any person or entity a third party beneficiary of this Agreement, including, but not limited to, any third parties identified herein.

ANTI-DEFAMATION CLAUSE

Client agree not to attack/criticize Appraisals By Michael and any of its employee, associate or partner companies publicly (on public forums, blogs, social networks, etc.) at any time during or subsequent to contract period. In case of breach of this clause by the client, family members or other parties whom they have shared their experience with, client agrees to pay \$500.00 per incident/post to Appraisals By Michael as damages.

USE OF EMPLOYEES OR INDEPENDENT CONTRACTORS

Appraiser may use employees or independent contractors at Appraiser's discretion to complete the assignment, unless otherwise agreed by the parties. Notwithstanding, Appraiser shall sign the written Appraisal Report and take full responsibility for the services provided as a result of this Agreement.

TESTIMONY AT COURT OR OTHER PROCEEDINGS

Unless otherwise stated in this Agreement, Client agrees that Appraiser's assignment pursuant to this Agreement shall not include the Appraiser's participation in or preparation for, whether voluntarily or pursuant to subpoena, any oral or written discovery, sworn testimony in a judicial, arbitration or administrative proceeding, or attendance at any judicial, arbitration, or administrative proceeding relating to this assignment.

APPRAISER INDEPENDENCE

Appraiser cannot agree to provide a value opinion that is contingent on a predetermined amount. Appraiser cannot guarantee the outcome of the assignment in advance. Appraiser cannot insure that the opinion of value developed as a result of this Assignment will serve to facilitate any specific objective by Client or others or advance any particular cause. Appraiser's opinion of value will be developed competently and with independence, impartiality and objectivity.

GOVERNING LAW & JURISDICTION

The interpretation and enforcement of this Agreement shall be governed by the laws of the state in which the Appraiser's principal place of business is located, exclusive of any choice of law rules.

By Appraiser:

Signature

Printed Name

Date

By Client:

Signature

Printed Name

Date