

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into effective this _____ day of _____, 20____, by and between the following described parties:

CONSULTANT:

CLIENT:

Name: TigerTree, Inc.
Address 1938 Harney
Laramie, WY 82072
Contact: Franz Lani
Telephone: (307) 460-4767
Fax: (307) 766-4236
Email: office@tigertreeinc.com

Name: _____
Address: _____

Contact: _____
Telephone: _____
Fax: _____
Email: _____

IN CONSIDERATION OF THE MUTUAL PROMISES AND AGREEMENTS HEREIN-CONTAINED, THE PARTIES HERETO MUTUALLY AGREE AS FOLLOWS:

1. **Services.** Consultant agrees to provide mountain pine beetle and forest health services as further described in Exhibit "A" attached hereto and incorporated herein by this reference ("services"), at the cost set forth therein. If Client requests services not specified pursuant to Exhibit "A", Client agrees to pay for all such additional services as additional work.
2. **Property Identification.** Client agrees to identify Client's property boundaries for Consultant and to provide Consultant with any and all documents necessary to identify the ownership, locations and condition of the property, including, but not limited to, deeds, maps, title information and permits. Client agrees to indemnify and hold Consultant harmless for any and all damages Consultant may incur as a result of any services performed that encroach on another's property based on Client's representation of property boundaries.
3. **Termination of Work.** In the event this agreement is terminated before the completion of all services, unless Consultant is responsible for such early termination, Client agrees to release Consultant from any and all liability for services performed. In the event all or any portion of the services completed or partially completed by Consultant are suspended, abandoned, or terminated at the request of Client, Client shall pay Consultant for all fees, charges, and services provided for the project. Client acknowledges if the project services are suspended by Client and restarted, there shall be additional charges due to suspension of the services that shall be paid for by Client as additional services. In the event Consultant suspends services, Client will receive no additional charges.
4. **Choice of Law.** The laws of the State of Wyoming shall govern this Agreement. Any proceeding seeking to enforce any provisions for this Agreement must be brought in a state or federal court in the State of Wyoming.
5. **Attorneys' Fees.** If any action at law or equity is necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees, cost and necessary disbursements in addition to any other relief to which that party may be entitled.

6. **Severability.** If any term, condition, or covenant of this agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this agreement shall be valid and binding.

7. **Waiver.** Waiver by Consultant of any term condition, or covenant, or breach of any term, condition, or covenant, shall not constitute the waiver of any other term, condition, or covenant, or the breach of any other term, condition, or covenant, and any such waiver shall not constitute a continuing waiver thereof.

8. **Force Majeure.** Consultant is not responsible for delay caused by activities or factors beyond Consultant's reasonable control, including but not limited to, delay by reason of war or acts of God, failure to furnish timely information, approve or disapprove Consultant's services promptly, by Client, contractors or governmental agencies. When such delays beyond Consultant's reasonable control occur, Client agrees Consultant is not responsible for damages nor shall Consultant be deemed to be in default of this agreement.

9. **Assignment.** This agreement shall not be assigned by either Client or Consultant without the prior written consent of the other.

10. **Successors and Assigns.** This agreement shall inure to and be binding upon the heirs, executors, administrators, successors and assigns of Client and Consultant.

11. **Survival Beyond Termination.** All provisions necessarily requiring survival beyond any termination of this Agreement, including, but not limited to those relating to choice of law and indemnity shall survive any such termination.

12. **Entire Agreement.** This agreement contains the entire agreement between Client and Consultant relating to the project and the provision of services to the project. Any prior agreements, promises, negotiations or representations not expressly set forth in this agreement are of no force or effect. Subsequent modifications to this agreement shall be in writing and signed by both Client and Consultant.

By execution of this agreement Client accepts the terms hereof, acknowledges receipt of a copy hereof, including all exhibits, and authorizes Consultant to proceed with the work.

IN WITNESS WHEREOF, the parties hereby execute this agreement upon the terms and conditions stated above and on the date first above written.

CONSULTANT:
TigerTree, Inc.

CLIENT:

By: _____

Title: _____

EXHIBIT A

Services To Be Provided and Cost to Client:

- Spray trees to the generally accepted standards for spraying for the mountain pine beetle with pesticide to help protect trees against beetle attacks. Client agrees that the generally accepted standards for spraying for the mountain pine beetle is defined as follows: the combination of pesticide and additives sufficient to remain potent and in place for eight (8) months, applied to the top of the tree or seventy (70) feet, whichever is lower, applied 360 degrees around the bole of the tree. Spraying for mountain pine beetle is not always 100% effective and does not guarantee the health and safety of trees.

- Number of Trees Sprayed: _____

- Price per Tree: _____

- Total Cost to Client: _____

Payment Terms:

Due on Receipt. 1.75% service charge per month after 15 days of invoice date (21% per annum).

Client Requests:

Prepared By: _____

Signature: _____

Client's Signature _____