

# **MAPLE & LONE STAR CONSULTING**

## **PERMIT CONSULTING & ENGINEERING SUPPORT SERVICES**

### **TERMS OF SERVICE AGREEMENT**

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Welcome to Maple & Lone Star Consulting. By using our Service, you agree to the terms and conditions set forth in this Agreement. If you do not accept these terms, please refrain from using our Service. Maple & Lone Star Consulting reserves the right to update this Agreement at any time, and your continued use of the Service constitutes acceptance of any revised terms.

## **PARTIES TO THIS AGREEMENT**

Our Clients include property owners, developers, general contractors, architects, and businesses engaging Maple & Lone Star Consulting for permit consulting and engineering support services, herein known as "Clients." Our team of skilled consultants, permit specialists, and licensed engineers are herein known as "Consultants." This Agreement binds the Service, Clients, and Consultants — collectively referred to as "Parties."

**Nature of Relationship:** Maple & Lone Star Consulting acts as a consulting and coordination platform, matching Client permit and engineering needs with qualified professionals across all relevant disciplines. All Parties are accountable for the accuracy and legality of all deliverables and communications shared through the engagement. The Service cannot guarantee that all permit applications will be approved by the relevant authority having jurisdiction, nor that Clients will fulfill their obligations to perform or pay for any goods or services provided.

## **OUR SERVICES**

**Permit Consulting & Support:** Maple & Lone Star Consulting provides consultancy support for commercial and residential permit applications. Our services include permit documentation preparation, coordination with authorities having jurisdiction (AHJ), review of submittal requirements, and guidance through the permitting process in accordance with applicable local, state, and federal codes and regulations.

**Engineering Support Across All Disciplines:** We provide access to and coordination of licensed engineering professionals across all required disciplines, including but not limited to civil, structural, mechanical, electrical, plumbing, and fire protection engineering. Engineering services are delivered by qualified licensed professionals appropriate to the jurisdiction and project type.

**Subconsultants & Specialist Professionals:** Maple & Lone Star Consulting may engage qualified subconsultants, licensed specialists, or other professionals to perform certain services under this Agreement. In such cases, all terms, pricing, and project management responsibilities remain unchanged. Maple & Lone Star Consulting will serve as your single point of contact throughout the engagement, ensuring seamless coordination and accountability regardless of which professionals are involved in delivering the work.

**Construction Documents:** All deliverables, reports, and permit-ready documents will be provided in mutually agreed formats. Clients are responsible for specifying any particular format or jurisdiction-specific requirements prior to project commencement.

Design & Coordination Meetings: Up to two (2) project meetings, each one (1) hour or less via virtual format, are included in the base service. Additional meetings may be arranged at an additional fee.

## **COMPENSATION**

Clients: Maple & Lone Star Consulting will provide each Client with a personalized proposal outlining all applicable fees, scope of work, deliverables, and payment schedules. The proposal supplements and forms part of this Agreement.

Consultants & Subconsultants: Compensation for Consultants and any engaged subconsultants or licensed specialists will be negotiated on a per-project basis, subject to the specific scope, discipline, and complexity of each engagement.

Payment Terms: At no time during the duration of a project may total outstanding fees equal or exceed 20% of the total base fee. If this threshold is reached, the project will be placed on hold and no additional work will be performed until the outstanding balance is resolved. Invoices unpaid after 30 days may be referred to collections at our discretion. Interest will accrue at 10% per annum or the maximum rate permitted under Texas law. All collection and attorney costs will be added to the outstanding balance.

Project Acceptance: By accepting a project through our Service, all Parties grant Maple & Lone Star Consulting the right to store, copy, reproduce, adapt, transmit, and display project-related documents for the purpose of operating and improving the Service. These rights are worldwide, perpetual, and royalty-free.

## **PRIVACY POLICY**

Maple & Lone Star Consulting takes the privacy of our Clients and their projects seriously. We maintain a strict confidentiality policy prohibiting our Consultants and subconsultants from disclosing Client project information before it becomes public knowledge.

All Parties are responsible for restricting their vendors and subcontractors from sharing any information about Client projects before such information is publicly available. Any past project information displayed on our website has been thoroughly reviewed and authorized by the respective Client prior to publication.

Third-party service providers and engineering subconsultants engaged by Maple & Lone Star Consulting may have their own privacy policies. Clients and Consultants are encouraged to review the privacy practices of any third-party tools or platforms used in connection with the Service.

## **NON-CIRCUMVENT CLAUSE**

All Parties agree not to engage in any direct business transactions with individuals, engineers, specialists, or entities introduced, referred to, or identified through the Service, during the term of this Agreement and for three (3) years thereafter, without the express written consent of Maple & Lone Star Consulting.

The Parties further agree not to disclose or use any confidential or proprietary information obtained through the Service to establish or engage in business relationships with third parties in a manner that circumvents or undermines the interests of Maple & Lone Star Consulting. This clause survives the termination or expiration of this Agreement. In the event of a breach, the non-

breaching party has the right to seek injunctive relief and all other remedies available under applicable law.

## **PROHIBITED CONDUCT**

All Parties agree that their communications, submissions, and actions through the Service must not contain knowingly false or misleading information, infringe upon any third-party intellectual property or privacy rights, violate any applicable laws or regulations, contain defamatory or harassing language, or upload any virus or malicious code.

MAPLE & LONE STAR CONSULTING RESERVES THE RIGHT TO SUSPEND OR TERMINATE ANY ENGAGEMENT THAT VIOLATES THE FOREGOING PROVISIONS OR ENGAGES IN CONDUCT DEEMED INAPPROPRIATE AT THE SOLE DISCRETION OF MAPLE & LONE STAR CONSULTING.

## **DISPUTE RESOLUTION**

By using the Service, you agree to hold Maple & Lone Star Consulting harmless and release the company — including its officers, directors, owners, agents, and independent contractors — from any liability arising from any dispute resulting from your use of the Service or any goods or services obtained through it.

In the event of a dispute, the Parties agree to first attempt resolution through good-faith negotiation. If negotiation is unsuccessful within thirty (30) days, the Parties agree to submit the dispute to non-binding mediation before pursuing litigation.

Any legal action must be initiated within one (1) year of the date the claim arises or be permanently barred. If you initiate legal action against Maple & Lone Star Consulting and do not prevail on the merits, you agree to be responsible for our reasonable legal fees and defense costs.

## **GOVERNING LAW**

This Agreement shall be governed by and interpreted in accordance with the laws of the State of Texas, United States of America, without regard to its conflict of law principles. All Parties irrevocably consent to the exclusive jurisdiction and venue of the courts located in Texas for the resolution of any disputes arising under this Agreement.

## **WARRANTIES & LIABILITY**

Warranty Disclaimer: Maple & Lone Star Consulting strives for accuracy and quality in all consulting and permit support deliverables. However, the Service makes no warranties, express or implied, regarding permit approval outcomes, regulatory interpretations by authorities having jurisdiction, or the completeness of any third-party engineering work. All deliverables are provided in good faith based on the information available at the time of engagement.

Limitation of Liability: Maple & Lone Star Consulting shall not be liable for any direct damages beyond the total fees paid for the specific project in question. The Service is not liable for any indirect, punitive, special, incidental, or consequential damages — including permit delays, lost profits, or project cost overruns — even if informed of the possibility of such damages.

Indemnification: By using the Service, you agree to indemnify, defend, and hold harmless Maple & Lone Star Consulting and its officers, directors, owners, agents, subconsultants, and

independent contractors from any third-party claims, demands, or liability — including legal fees — arising from your use of the Service, your actions or content, or your breach of this Agreement.

## **FORCE MAJEURE**

Maple & Lone Star Consulting shall not be held responsible for any delay or failure in performance due to circumstances beyond our reasonable control, including but not limited to natural disasters, civil unrest, telecommunications disruptions, governmental actions, changes in permit regulations, or any other unforeseen event. In such circumstances, Maple & Lone Star Consulting may extend delivery timelines without liability.

## **TAXES**

Consultants and independent contractors engaged through the Service are solely responsible for ensuring all required tax returns are filed on time and that any applicable taxes, levies, interest, and penalties are paid promptly. You agree to indemnify and hold Maple & Lone Star Consulting harmless from any tax claims arising from or related to your use of the Service.

## **TERMINATION**

Either party may terminate this Agreement at any time, with or without cause, upon written notice. Maple & Lone Star Consulting reserves the right to suspend or terminate the operation of the Service or any feature thereof at any time. Provisions of this Agreement that by their nature should survive termination — including Non-Circumvent, Dispute Resolution, Governing Law, and Limitation of Liability — shall continue in full force and effect after termination.

## **MISCELLANEOUS**

This document constitutes the entire and exclusive agreement between the Parties and supersedes all prior written or verbal agreements regarding its subject matter. Any amendment must be made in writing and signed by authorized representatives of both Parties. If any provision is found to be illegal or unenforceable, it shall be modified to the minimum extent necessary and the remaining provisions shall remain fully enforceable. Failure to enforce any provision in one instance does not constitute a waiver of that provision in future instances.

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*This Agreement was last updated on March 29, 2026*

*Maple & Lone Star Consulting | [maplelonestar.com](http://maplelonestar.com) | [amir@maplelonestar.com](mailto:amir@maplelonestar.com)*