

# AES Service Agreement / Terms of Use

## AES SERVICE AGREEMENT / TERMS OF USE

### AES Process Overview

To engage Asset Evaluation Services, LLC (“AES”) for project monitoring, a Project Overview Report (“POR”) will be issued based on information submitted by the participating parties. The POR consolidates core project information submitted by those parties—including the proposed scope of work, participating parties, project location, anticipated project cost, and funding structure—into a single reference document that establishes the framework under which AES performs its services.

The POR is distributed to participating parties for review prior to project monitoring. Whether or not formally executed, by proceeding to engage AES for project monitoring or use of the AES system—including submission of Pay Applications—you acknowledge and agree to be bound by these Terms of Use. Your use of the AES system also constitutes acceptance of the POR as the baseline governing all subsequent Pay Applications and reporting. If you do not agree to these Terms of Use, please do not engage AES or use the AES System.

AES does not originate loan terms, approve financing, or control capital deployment.

### Timing Matters

Projects are easiest to understand and evaluate before financing or contractual commitments are finalized. When AES is brought in early—before a loan is closed or capital is committed—the Project Overview Report can be used to organize project information and present how the project is structured, funded, and expected to function. At that stage, participating parties may benefit from informal, non-binding observations about project structure, documentation gaps, or funding mechanics that are easier to address before commitments are made.

Once financing or capital commitments are finalized, the project structure is typically locked by existing agreements. At that point, changes often require renegotiation, added cost, or disruption. For that reason, AES encourages use of the Project Overview Report as early in the process as possible—including prior to appraisal, underwriting, or final funding decisions—so participating parties can clearly see what they are committing to before those commitments become difficult to unwind.

### Limitation of AES Role After Financial Commitment

Once project financing or capital commitments are finalized, AES's role is limited to reporting and processing project activity strictly in accordance with the Project Overview Report framework as submitted by the participating parties.

### Framework Applicability

The AES system is not limited to institutional lending or bank-financed projects. AES may be used by any participating parties seeking a structured method to organize project information and monitor the deployment of capital for a construction or renovation project.

Where a contract or funding agreement already exists between participating parties, AES organizes and reports project activity within the parameters of that arrangement. Where funding terms or capital deployment structure are proposed but not finalized, AES may be used to structure and present a proposed funding framework for review and approval by the participating parties.

AES does not determine, approve, or enforce the underlying financial terms of any project. AES provides a system through which agreed-upon or proposed funding structures may be clearly defined, documented, and applied.

## **AES Residential Service Fees & Services – Scope and Limitations**

AES's role is limited to organizing information submitted by participating parties, documenting general project progress, and reporting that information to participating parties in a consistent, system-based format tied to the project draw schedule. AES does not act as an owner's representative, construction manager, architect, engineer, or project administrator. AES does not certify applications for payment, validate contract compliance, verify code or permitting requirements, reconcile change orders, or control project execution in any capacity. AES also does not validate the adequacy or completeness of work performed or materials submitted. Responsibility for project execution, compliance, budgeting, scheduling, and coordination remains solely with the participating parties.

Participation in AES Residential Services constitutes acknowledgment and acceptance of these limitations.

All residential projects are invoiced based on Project Type. Each residential project includes up to seven (7) Pay Applications. Any Pay Application submitted beyond the initial seven (7) will be billed at \$100.00 per application. This fee is applied automatically through the AES system.

AES understands that not all projects and loan structures are the same. If a participating party believes a project may require services outside the standard residential structure, AES may be contacted to discuss the project. Absent a separate agreement initiated by AES, standard AES Residential Service Fees apply.

### **Single-Family Residential**

#### **New Construction**

**\$550.00 – includes up to seven (7) Pay Applications**

#### **Renovation**

**Project Budget: \$0 – \$100,000**

**\$650.00 – includes up to seven (7) Pay Applications**

**Project Budget: \$100,001 and Above**

**\$750.00 – includes up to seven (7) Pay Applications**

### **Multi-Unit Residential**

#### **New Construction**

##### **2 Units**

**\$650.00 – includes up to seven (7) Pay Applications**

##### **3–4 Units**

**\$750.00 – includes up to seven (7) Pay Applications**

#### **Renovation**

**\$750.00 – includes up to seven (7) Pay Applications**

### **Pay Application Overage (Residential)**

Each residential project includes up to seven (7) Pay Applications.

Any Pay Application submitted beyond the initial seven (7) is billed at \$100.00 per application, applied automatically through the AES system.

## **AES Lite Commercial Services – Scope and Limitations**

AES Lite Commercial Services are designed for small-scale commercial projects where the loan size, project scope, or underwriting structure does not support the use of full owner-representation services, architect-administered AIA documentation, or third-party construction management.

AES does not act as an owner's representative, construction manager, architect, engineer, or project administrator. AES does not certify applications for payment, calculate or enforce retainage, validate contract compliance, verify code or permitting requirements, reconcile change orders, or control project execution in any capacity.

AES's role is limited to organizing information submitted by participating parties, documenting general project progress, and reporting that information to participating parties in a consistent, system-based format tied to the project draw schedule. AES does not originate project scope, budgets, schedules, contracts, or funding terms and does not validate the adequacy or completeness of work performed or materials submitted.

Lite Commercial Services are not a substitute for formal construction administration, professional design oversight, or risk management services. Responsibility for project execution, compliance, budgeting, scheduling, and coordination remains solely with the participating parties.

Participation in AES Lite Commercial Services constitutes acknowledgment and acceptance of these limitations.

### **AES Lite Commercial Service Fees**

**AES Lite Commercial Services are billed on a per-project basis.**

#### **Base Fee**

**\$1,200.00 per project**

The base fee includes:

- Project intake and setup
- Organization of submitted materials
- Creation of the Project Overview Report (POR)
- Establishment of the project draw schedule
- Monitoring and reporting tied to submitted Pay Applications

The base fee includes up to ten (10) Pay Applications.

Each Pay Application submitted beyond the initial ten (10) will be billed at \$150.00 per application, applied automatically through the AES system.

### **AES System Use and Pay Application Processing**

AES provides access to its electronic Pay Application and reporting software platform (the "AES System") on a project-specific basis. AES utilizes a proprietary draw schedule system, and all projects entered into the AES System are required to use the draw schedule presented for that project.

AES does not control, mandate, or authorize capital deployments. All funding decisions and disbursements are made by the participating parties according to their own agreements and governance structures.

Reports generated by the AES System are based exclusively on information submitted by participating parties and are intended to provide a structured, system-based view of project status. AES does not guarantee funding, completion, compliance, or performance outcomes.

### **Technology-Enabled Reporting and Site Presence**

AES utilizes web-based and mobile technology, which may include live video or real-time communication tools, to support the collection and organization of project information.

AES's services may be performed through a combination of on-site activities and technology-enabled methods. The manner in which AES performs its services for a given project is determined based on project location, scope, timing, and logistical considerations. Depending on these factors, project reporting may involve on-site interaction, technology-enabled workflows, or a combination of both.

Participating parties acknowledge that the use of technology-enabled workflows is an integral part of AES's services and that assumptions regarding specific methods of site presence or interaction should not be made absent project-specific confirmation.

### **Disclaimer of Professional Services**

AES does not provide architectural, engineering, legal, construction management, or owner-representation services. AES does not verify, certify, or warrant the accuracy, sufficiency, or compliance of project documentation, construction work, or financial arrangements.

### **Data Use and Limitation of Responsibility**

AES is not responsible for payments, project execution, cost overruns, permitting, inspections, or regulatory compliance. Actions taken by participating parties based on AES reports or system data are the sole responsibility of those parties.

### **Acceptance of Terms**

By accessing or using the AES System, submitting Pay Applications, or participating in a project monitored by AES, users acknowledge and agree to be bound by this AES Service Agreement and Terms of Use. If you do not agree to these terms, you may not access or use the AES System.

I Agree

Next