

## **TERMS & CONDITIONS**

### **A. General Provisions**

JMT agrees that this proposal shall remain open for 60 days from the date of this proposal. Acceptance of the proposal after the end of the 60 day period is valid if JMT elects, in writing, to reaffirm the proposal and waive its right to re-evaluate and resubmit the proposal.

JMT reserves the right to renegotiate the contract which this proposal, if accepted, will comprise, on or after six (6) months from the date of this proposal, provided the Client is given 30 days of notice in writing, if salaries or operational costs increase in a sufficient amount. Our present quotation is based upon current salaries and operational costs.

It is understood and agreed that once work is started on this project by JMT, only the Client or its duly authorized representative has the authority to order the work stopped on his behalf and only upon giving JMT, 10 days of notice in writing, as to when the work shall stop. The Client further agrees to be liable and pay to JMT, for all labor done, work performed, materials furnished, and expenses incurred up to and including the day work is stopped in accordance with the notice.

JMT will provide the Client with data on electronic files; however, the Client acknowledges that data stored on electronic media can deteriorate undetected or be modified without the JMT's knowledge. Therefore, electronic files are provided without warranty or obligation on the part of JMT as to accuracy of information contained on the electronic files. All information on the electronic files must be independently verified by the Client.

Client acknowledges and agrees that JMT may include or otherwise reference the Project in its general project portfolio, and shall be entitled to identify the Project and the services performed by JMT for the Client in its general marketing materials, and for purposes of demonstrating relevant qualifications and experience. JMT shall also have the right to access the Project site to document, photograph, video, and/or record by any media or means, the Project at each phase, during construction and upon completion, for its own use and for other legitimate business purposes, including but not limited to exhibitions, or award competitions, or publication in journals. Any publication of the Project by Client or any representative of the Client, shall include reference to JMT and proper attribution and credit for its role in the Project.

### **B. Time of Payments and Litigation Expenses**

JMT will submit monthly certified invoices for services rendered during the preceding month. Payments are due and payable within 30 days from the date of invoice. If Client fails to pay the full amount due for services and expenses within 30 days after date of invoice, the amount due will include a charge at the rate of 1-1/2% per month of the outstanding balance from said 30th day. In addition, in the event any invoice has not been paid in full by its due date, JMT may, after giving three (3) days written notice to Client, suspend services under this Agreement until Client has paid in full amounts due JMT for services, expenses and interest.

JMT may withhold the delivery, signature or sealing plans and specifications, and may repossess all plans and specifications previously delivered to or otherwise made available to Client, their agents or assigns, without incurring any liability for direct and/or consequential damages to Client or anyone claiming through them or on their behalf whenever JMT deems it necessary to ensure payment for services rendered.

**C. Additional Services**

In the event additional services beyond those identified in the Scope of Work are required by the Client or by circumstances beyond JMT's control, JMT will furnish such services upon written authorization of the Client. Payment for Additional Services will be charged at the following hourly rates which are inclusive of labor, overhead, payroll burden and profit.

Classification

Hourly Rate

Any changes to the previously approved submittals will be considered a change in scope of services and JMT will be entitled to additional compensation at the rates herein specified.

**D. Insurance**

JMT maintains Professional Liability, General Liability and Workmen's Compensation Insurance. On request, JMT will furnish Client certification of insurance.

**E. Termination**

In the event of termination of this Agreement by Client, Client shall pay JMT for services (including additional services) rendered, performed, or procured through such phase, including Expenses, at the rates stated in the Agreement, plus all termination expenses. Termination expenses mean additional Reimbursable Expenses directly attributable to termination.

**F. Indemnification and Limitation of Liability**

JMT shall hold harmless and indemnify the Client against injury, loss or damage arising out of its performance of the Services, but only to the extent caused by the negligent acts, errors or omissions of JMT. The Client agrees to limit JMT's liability hereunder to Client and to all Construction Contractors and Subcontractors on the project, due to such negligent acts, errors or omissions, such the total aggregate liability of JMT to all those named shall not exceed JMT's total fee for services rendered on this project or JMT's professional liability insurance limits, whichever is greater.

**G. Standard of Care**

JMT will perform the services in a manner consistent with the degree of skill and care ordinarily exercised by members of the same profession currently practicing under the same conditions. JMT makes no representations or warranties, express or implied, with respect to its services.

**H. Severability**

If any provision of this Agreement, or application thereof, shall be held invalid, the invalidity shall not affect the other provisions of the Agreement which can be given effect without the invalid provisions or applications, and to this end the provisions of this Agreement are declared to be severable.

WE HEREBY AUTHORIZE JOHNSON, MIRMIRAN & THOMPSON, INC. TO PROCEED IN ACCORDANCE WITH THE ABOVE PROPOSAL. IF ANY PROFESSIONAL SERVICES ARE ORDERED BY A REPRESENTATIVE OF THE CLIENT, FOR ITEMS LISTED ABOVE WITH A RETURNED ACCEPTANCE, THE PRICES AND TERMS OF THIS PROPOSAL SHALL BE IN EFFECT.

ORGANIZATION:\_\_\_\_\_

DATE: \_\_\_\_\_

BY:\_\_\_\_\_

TITLE \_\_\_\_\_