

## General Conditions to Agreement for Professional Services

<b>Services</b>	Place Foundry PLLC (Consultant) agrees to perform professional services as described in the accompanying Scope of Work in a manner consistent with the level of care and skill ordinarily exercised by members of the profession. No warranty beyond accepted professional standards is expressed or implied.
<b>Scope Changes</b>	Services are limited to those described in the Scope of Work. Changes require a written amendment executed by both parties. On time-and-material engagements, Place Foundry will notify Client before costs exceed the estimate by more than 20%.
<b>Payment</b>	Invoices are due Net 30. A service charge of 1.5%/month (18% APR) applies to balances unpaid after 30 days. Invoices unpaid after 60 days constitute material default, entitling Place Foundry to suspend services and recover costs. Client is responsible for attorney fees and collection costs if legal action is required.
<b>Expenses</b>	Reimbursable expenses (messenger, large-format printing, out-of-MSA travel, third-party data) are billed at cost plus 15%. Travel time outside the Rockford, IL MSA is billed at Place Foundry's standard hourly rate.
<b>Confidentiality</b>	Both parties agree to maintain confidentiality of non-public information for three (3) years following termination. Municipal clients acknowledge FOIA disclosure obligations under Illinois law.
<b>Work Product</b>	Instruments of Service remain the intellectual property of Place Foundry. Upon full payment, Client receives a non-exclusive license for the described project. Unauthorized reuse is at Client's sole risk. Place Foundry may use project images and outcomes for portfolio and marketing purposes.
<b>Insurance</b>	Place Foundry maintains Professional Liability (E&O), Commercial General Liability (\$1M/\$2M aggregate), and Workers' Compensation coverage. Certificates provided upon written request.
<b>Termination</b>	Either party may terminate upon fifteen (15) days written notice for material default. Place Foundry shall be compensated for all services and reimbursable expenses incurred through the termination date, plus a 15% administrative markup on reimbursables.
<b>Disputes</b>	Disputes shall first be addressed by good-faith negotiation (15 days), then non-binding mediation (costs shared equally), before either party may pursue litigation.
<b>Governing Law</b>	This Agreement is governed by the laws of the State of Illinois. Any legal action shall be submitted to the Circuit Court of Winnebago County, Illinois. The prevailing party in any legal action is entitled to recover reasonable attorney fees and court costs.

**General** This Agreement is non-transferable. Neither party may assign obligations without prior written consent. Invalid provisions shall be severed without affecting the remainder. This Agreement, with the accompanying Scope of Work and any amendments, constitutes the entire agreement between the parties.

**Indemnification** Each party agrees to indemnify and hold the other harmless from claims caused by that party's own acts, errors, or omissions. The Client, as a unit of local government, is subject to the Illinois Local Governmental and Governmental Employees Tort Immunity Act (745 ILCS 10/). Place Foundry's liability is proportionate to its degree of fault; no fixed dollar cap applies.

**Compliance** Place Foundry agrees to comply with all applicable federal and state laws including equal opportunity requirements, the Illinois Human Rights Act, and the Illinois State Officials and Employees Ethics Act (5 ILCS 430/). Place Foundry certifies it has not been debarred or suspended from participation in federal or state programs.

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**AGREEMENT ACCEPTANCE**

**By signing below, both parties agree to be bound by these General Conditions and the accompanying Scope of Work. Additionally, I/we, the undersigned, authorize Place Foundry PLLC to provide the defined services for a lump sum not to exceed \$ 130,000.**

**CLIENT: Village of Winnebago, IL**

**CONSULTANT: Place Foundry PLLC**

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Signature / Date

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Signature / Date

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Joseph Dienberg, MPA | Village Administrator

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David A. Sidney | Managing Principal