

Owens Legal Services, PLLC is providing these clauses to enhance the value of the Webinar. The clauses are not universally applicable to every contract situation, use them at your own risk:

Client requirements:

The Client will provide information concerning its design objectives, constraints, and criteria at its own expense. Designer is entitled to rely on the accuracy and completeness of information provided by Client for use by Designer.

Payment:

Payment for services and reimbursable expenses are due upon receipt of invoice. Unpaid invoices will incur interest of _____ per year on any amount not paid within _____ days of the invoice date.

If the Client fails to make payment when due for services or expenses, Designer may, upon three days written notice to the Client, suspend performance of services. Suspension of services will take effect without further notice, unless payment is received within the three-day period. In the event Designer suspends services, Designer will have no liability to the Client for delay or loss because of the suspension of services.

Additional services:

If the Client requests or the Project requires services outside the scope of work described in the proposal, Designer will notify the Client and obtain its consent before starting the Additional Services. Compensation for Additional Services will be agreed in writing before the services are begun. Client agrees that time spent on changes to the work after approval by Client's authorized representative or a government authority is an Additional Service.

Standard of care:

The Designer shall perform its services consistent with the professional skill and care ordinarily provided by designers practicing in the same or similar locality under the same or similar circumstances. The Designer shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

Design contingency reserve:

The Client and Designer acknowledge that changes may be required because of possible omissions, ambiguities, or inconsistencies in the plans and specifications and, therefore, that the costs of the Project may exceed the initial construction contract sum. The Client and Designer will determine, before the start of construction, a reasonable design contingency reserve to be used, as required, to pay for any such increased Project costs. The Client further agrees to make no claim against Designer or Designer's subconsultants with respect to any payments within the limit of the design contingency reserve.

Cost estimates:

Cost estimates by Designer represent Designer's judgment as a design professional. Actual costs may vary. Redesign to lower costs to meet the Client's budget is an Additional Service.

Waiver of consequential damages:

The Designer and Client waive consequential damages, including lost profits, lost revenues, loss of use and loss of reputation, for claims relating to this Agreement. This mutual waiver is applicable to consequential damages arising from the parties' indemnification obligations.

Indemnity:

The Designer shall indemnify and hold the Client and the Client's officers and employees harmless from and against damages, losses and judgments arising from claims by third parties, including the indemnified party's reasonable attorneys' fees and expenses, but only to the extent they are caused by the negligent acts or omissions of the Designer, its employees and its consultants in the performance of professional services under this Agreement. Defense of claims is not included.

Indemnity in English:

The Designer will pay for the Client's, its officers' and employees' losses, including the Client's, its officers' and employees' attorney fees and expenses, arising from claims by third parties but only to the extent those losses are caused by the negligence of the Designer, its employees and consultants. Defense of claims is not included.

Copyright:

The Designer grants to the Client a nonexclusive license to use the Designer's plans and specifications to construct, use, maintain, alter and add to the Project, provided that the Client pays Designer in accordance with this Agreement. This license is irrevocable upon project completion and payment in accordance with this Agreement. Once irrevocable, the Client may authorize other similarly credentialed design professionals to reproduce and make changes, corrections or additions to the plans and specifications for the use, maintenance, alterations and additions to the Project. The Designer shall obtain similar licenses from the Designer's consultants. The licenses granted under this section permit the Client to authorize the Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers, as well as the Client's consultants and separate contractors, to reproduce the plans and specifications for use in performing services or construction for the Project. If the Designer rightfully terminates this Agreement for cause, the licenses are terminated. If the Client rightfully terminates this Agreement for cause, the licenses become irrevocable and the Client may authorize other similarly credentialed design professionals to reproduce and make changes, corrections or additions to the plans and specifications to complete the Project.

Consultant termination:

Designer may terminate this Agreement (with Consultant) for its convenience upon seven days written notice. If the Prime Agreement terminates for any reason, this Agreement will also terminate effective upon termination of the Prime Agreement.