

# Shelton & Associates, LLC

## GENERAL TERMS & CONDITIONS 2024

1. Payment of any fees to CONSULTANT by CLIENT in relation to most recent proposal provided prior to payment shall constitute proposal approval even in lieu of signed proposal or agreement, and approval of the conditions stated below.
2. All required services outside the Scope of Work outlined will be provided upon the CLIENT's request and will be billed at the rates quoted on the Current Fee Schedule.
3. Changes in scope requested by the CLIENT that are inconsistent with CLIENT's prior approval of the Final Design Drawings may result in additional work and shall be considered beyond the scope of this Agreement. Revisions and Addendums requested after the issuance of the Final Construction Drawings will be billed at the stated hourly rate.
4. Each interaction with CLIENT or on behalf of CLIENT by CONSULTANT via email, phone, text or other digital means will incur a fee/time expenditure equal to not less than 10% of the hourly rate of the CONSULTANT per interaction, rounded to the next 10% if exceeding 10% of one hour.
5. The obligation to provide services under the Scope of Work may be terminated by either party upon (7) days written notification to the other party. The CLIENT agrees to pay the CONSULTANT for all services performed and all reimbursable expenses incurred to the date of notification. In no case, once work has commenced, shall cancellation by the client result in a refund greater than 50% of the deposit amount.
6. Payments are due and payable within thirty (30) days of CLIENT's receipt of the CONSULTANT's Invoice. Undisputed amounts unpaid (30) days after the invoice date shall bear interest from the date payments are due at a rate of (1.5%) per month, (18% annually). If a check has been returned for insufficient funds, an invoice reflecting the monies not paid as well as the bank's service charge will be billed to the CLIENT and payment is expected upon receipt of the CONSULTANT's Invoice. The CLIENT agrees that the CONSULTANT may suspend services without liability if payment is not received within forty-five (45) days of date of the CONSULTANT's invoice. In the event any portion of an account remains unpaid (90) days after billing, the CLIENT shall pay all costs of collection, including attorney's fees.
7. The CLIENT hereby agrees that the balance as stated on the billing from the CONSULTANT is correct, conclusive and binding on the CLIENT unless the CLIENT notifies the CONSULTANT in writing within ten (10) days of the billing date of the particular item that is alleged to be incorrect.
8. The CONSULTANT firm reserves the right to charge a monthly "standby" fee for any project which has not progressed within the previous month for any reason outside of the CONSULTANT's control. The fee will match a one-hour fee of the Principal CONSULTANT/ARCHITECT and is considered an additional service to keep the project active.
9. Any portion of work remaining after (12) months from date of proposal within stated scope, shall be subject to a (10%) increase above active Schedule of Fees during year in which original agreement is accepted. Any fees incurred beyond (12) months, outside of stated scope, shall be subject to the active Schedule of Fees at that time.
10. The CLIENT shall, to the fullest extent permitted by law, indemnify and hold harmless the CONSULTANT'S Firm, his or her officers, directors, employees, agents and sub-consultants from and against all damage, liability and cost, including reasonable attorney's fees and defense costs, arising out of or in any way connected with the performance by any of the parties above named of the services under this proposal.
11. In the event that a question or claim arises as to an error or omission in the CONSULTANT's work or plans, the CONSULTANT will assume no liability for errors or omissions unless notified within 48 hours of the CLIENT's discovery of such. If notified within 48 hours, the CONSULTANT will have the right to remedy any such errors or omissions within a reasonable and agreed upon time there-after, at no additional cost to the CLIENT. The CONSULTANT's liability for this project is limited to the fees paid by the CLIENT.
12. The CONSULTANT will perform the work as is usually and customarily performed by other reputable CONSULTANTS in the same or similar locations, under the same or similar circumstances. Any disputes between CONSULTANT and CLIENT shall be subject to mediation as a condition precedent to arbitration or litigation.
13. The CONSULTANT shall have no responsibility for the identification, discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials in any form at the project site. The CONSULTANT shall not be required to execute any document that would result in its certifying, guaranteeing or warranting the existence of conditions whose existence the CONSULTANT cannot ascertain.
14. The CONSULTANT will not be responsible or liable for the following:
  1. Any use of plans, surveys, specifications, etc., not signed by the CONSULTANT and approved by the appropriate governmental agencies.
  2. Inaccuracy of data, plans, legal descriptions or any other information supplied by the CLIENT.
  3. Site soil and geological conditions.
  4. Changes to the plans and specifications made by the CLIENT or others.
  5. Jobsite conditions.
  6. The performance of work on this project by any construction contractor or third party.
  7. Legal fees that result from this project.
  8. Labor and Material Costs in the construction market.
15. The CONSULTANT shall be entitled to rely on the accuracy and completeness of any information provided to the CONSULTANT by the CLIENT or the CLIENT's consultants. The CONSULTANT shall not be responsible to review said information for accuracy or completeness.
16. The CONSULTANT retains the right to refuse to provide requested work or adjustments to plans for any contractor or subcontractor, licensed or not.
17. CONSULTANT shall be notified of any proposed divergence from the intent of the work inferable from the Final Construction Documents and the actual work to be performed by the General Contractor. Prior to the execution of the work, the CONSULTANT shall approve any changes made to the CONSULTANT's design. The CONSULTANT's decision, in consultation with the Owner, on aesthetic issues arising between the CONSULTANT and the General Contractor shall be final if consistent with the intent expressed in the Contract Documents.
18. The CONSULTANT shall make himself reasonably available for any additional site visits requested by the CLIENT. The CONSULTANT shall have reasonable access to the work wherever it is in its preparation or progress.
19. The CONSULTANT shall have the right to use any drawings and photographs taken before, during, and after construction for marketing purposes.
20. Copyrights & Licensure: The CONSULTANT and the CONSULTANT'S Consultants shall each be deemed the respective authors and owners of any materials produced under this Agreement and shall retain all common law, statutory and other reserved rights, including copyrights. The CLIENT is granted a conditional nonexclusive license to utilize the materials produced under this Agreement on this Project on this project site only, which license is conditional upon payment in full to the CONSULTANT for all services performed or to be performed under this Agreement. The CLIENT's license may be revoked upon any breach of this Agreement. Any reuse without specific, written approval by the CONSULTANT will be at the sole risk of the user and without liability or legal exposure to the CONSULTANT.
21. CLIENT Agrees to comply with jurisdiction having authority in all matters related to project at hand, including compliance with all active building codes required by jurisdiction having authority in relation to project.
22. There are no agreements except as expressly herein stated. These terms and conditions apply to all signed agreements as well.