

Terms and Conditions of Consulting Services

You ("Client") wish YR Architecture + Design, Inc. ("YRa+d") at 285 E. Whittier St. Unit B, Columbus, OH 43206, USA to provide consulting services to you. YR Architecture + Design agrees to provide you Services within the terms contained in this Agreement.

These Standard Terms and Conditions constitute the Agreement between You and YR Architecture + Design, Inc. concerning the Scope of Services described below and supersedes all prior oral or written negotiations, representations or agreements. The Agreement may only be modified in a writing executed by the parties hereto.

Scope of Services. YRa+d will work to the best of its ability towards meeting your needs in a timely and efficient manner. It shall provide professional advice, coaching, or consultation services (the "Services") as described on its website and as follows:

1. For email consultations: provide personalized email consultations related to your Project with a maximum number of responses limited to four (4) per week.
2. For live consultations: provide (1) personalized live consultation via phone, Skype, or in-person meeting lasting 60-90 minutes with a follow-up email report.

Changes to the Scope of the Services require the written agreement from both parties. Where you require additional services to be performed, reasonable additional fees may be required and must be payable by you to YRa+d before additional services will be performed.

Responsibilities and Obligations of YR Architecture + Design.

YRa+d shall:

1. use its best efforts to complete the Services in a timely manner and in accordance with the Agreement as far as it is in YRa+d's control to do so;
2. perform Services consistent with the professional skill and care ordinarily provided by members of the architectural profession practicing in the same or similar locality under the same or similar circumstances. Services shall be performed as expeditiously as is consistent with professional care.
3. remain fully responsible for all Services provided by YRa+d irrespective of any review or acceptance of those Services by the Client;
4. produce any reports and/or recommendations pursuant to this Agreement for the sole use of the Client and YRa+d undertakes no duty to nor accepts any responsibility to any third party who may rely upon such report or recommendation.

Responsibilities and Obligations of the Client.

The Client shall:

1. give to YRa+d in writing timely directions, instructions, decisions and information sufficient to define the Services required, or any variation thereof, and facilitate the provision of the Services by YRa+d.
2. as soon as practicable or within time frames nominated by YRa+d, answer queries made by YRa+d relating to the Clients' requirements in connection with the Agreement and provide YRa+d with all such information which is reasonably necessary to enable YRa+d to comply with its obligations;
3. not interfere with YRa+d's performance of the Services;
4. if the Client becomes aware of any matter which may change the scope or program of the Services, promptly give written notice to YRa+d.

Sources of Information. The advice, conclusions, and recommendation of YRa+d may be based on information provided by you or third parties. Unless specifically stated, no form of independent verification or audit of such information is undertaken and YRa+d is not responsible for the accuracy of information supplied by you or third parties. Furthermore, YRa+d reserves the right to amend its conclusions or recommendations in the light of any

material omissions or misstatements that subsequently become known.

Terms of Payment. Unless otherwise stated in the writing, the Agreement shall not be construed as an offer to perform the Services within a fixed time. YRa+d will endeavor to provide services in a timely manner; however, these are not guaranteed and are estimates only. No penalties or reduction in payment to YRa+d will be applicable unless specifically agreed in writing.

Unless an alternative payment schedule is set out in the Agreement or is otherwise agreed, YRa+d shall be paid in full by the Client prior to performing Services.

Assignment and Engagement of Subcontractors. YRa+d may engage any other party or person it may determine to be suitably capable and qualified as sub-contractors to undertake the Services. Any such assignment or subcontracting shall not release or discharge the assignor from any obligations under the Agreement.

Copyrights and Licenses. All documents and reports prepared or furnished by the YRa+d and its consultants pursuant to this Agreement are instruments of YRa+d and consultants' professional service. All Instruments of Service or other work product of YRa+d and its consultants remains the property of YRa+d and its consultants; YRa+d and its consultants retain all reserved rights therein, including the copyrights. Provided the Client substantially performs its obligations under the Agreement, including prompt payment of all sums when due, YRa+d grants to the Client a non-exclusive non-transferable license to use the YRa+d's Instruments of Service solely and exclusively for the purpose of designing and constructing this specific Project.

YRa+d assumes no responsibility or liability for loss to you or any other Parties as a result of the circulation, publication or reproduction of the Instruments of Service or other work product such reports or letters. It is understood and agreed that Services may include advice and recommendations. All decisions in connection with the implementation of such advice and recommendations shall be the responsibility of, and made by, you. In the event the Client uses or modifies the Instruments of Service without retaining the author of the Instruments of Service, the Client releases YRa+d and YRa+d's consultants from all claims and causes of action arising from such use or modification.

The client agrees to indemnify, defend and hold the YRa+d and its consultants and employees harmless from and against any and all claims, liabilities, suits, demands, losses, costs and expenses, including, but not limited to, reasonable attorneys' fees and all legal expenses and fees incurred through appeal, and all interest thereon, accruing or resulting to any and all persons, firms, or any other legal entities, on account of any damages or losses to property or persons, including injuries or death, or economic losses, arising out of any use, reuse or modification of the YRa+d's Instruments of Service when YRa+d has not been engaged to provide full services, except where the YRa+d is found by a court or forum of competent jurisdiction to be solely liable as between the parties hereto as well as between any other persons, firms or other legal entities for such damages or losses.

Non-Warranty Statement. Nothing contained in this Agreement shall be construed to constitute a guarantee, warranty, or assurance either expressed or implied, that the Services will yield or accomplish a specific outcome for this Project. Any verbal or written opinions made by YRa+d are statements of its professional opinion only based on its limited knowledge of the project, its professional judgment, and information known to it. YRa+d shall be entitled to rely on the accuracy and completeness of any information provided by the Client or by a third party on the Client's behalf.

Non-Responsibility for Work or Services of Others. YRa+d shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Services rendered, nor shall YRa+d be responsible for the

services of others and their failure to create the project. YRa+d shall be responsible for the it's own negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Client's other consultants, or of any other persons or entities performing services for the Project or portions of the Project.

Limitation of Liability. THE CLIENT UNDERSTANDS AND ACKNOWLEDGES THAT THE AMOUNT OF RISK THAT THE YR ARCHITECTURE + DESIGN CAN ACCEPT IS TIED, IN PART, TO THE AMOUNT OF COMPENSATION RECEIVED FOR SERVICES RENDERED. THE FEE FOR THE SERVICES OFFERED IS BASED ON THE CLIENT'S AGREEMENT TO LIMIT YR ARCHITECTURE + DESIGN'S LIABILITY AS DESCRIBED BELOW. THE CLIENT FURTHER ACKNOWLEDGES THAT WERE IT NOT FOR THIS PROMISE TO LIMIT YRA+D'S LIABILITY, THE COMPENSATION WOULD NEED TO INCREASE TO ADDRESS THE RISKS POSED BY THIS INDUSTRY. THE CLIENT, THEREFORE, ACKNOWLEDGING ITS RIGHT TO DISCUSS THIS PROVISION WITH LEGAL COUNSEL EXPERIENCED IN THE DESIGN AND CONSTRUCTION PROCESS, AS WELL AS OTHER DESIGN PROFESSIONALS, VOLUNTARILY AGREES THAT, TO THE FULLEST EXTENT PERMITTED BY LAW, THE TOTAL LIABILITY OF YR ARCHITECTURE + DESIGN AND ITS CONSULTANTS AND EMPLOYEES TO THE CLIENT FOR ANY AND ALL INJURIES, CLAIMS, LIABILITIES, LOSSES, COSTS, EXPENSES OR DAMAGES WHATSOEVER ARISING OUT OF OR IN ANY WAY RELATED TO THE SERVICES OF THIS AGREEMENT FROM ANY CAUSE OR CAUSES INCLUDING, BUT NOT LIMITED TO, THE NEGLIGENCE, ERRORS, OMISSIONS OF YRA+D OR ITS CONSULTANTS AND EMPLOYEES OR YRA+D'S BREACH OF CONTRACT, SHALL NOT EXCEED, AT THE TIME THAT YRA+D AND/OR ITS CONSULTANTS AND EMPLOYEES ARE FOUND TO BE LIABLE, THE LESSER OF YRA+D'S PROFESSIONAL LIABILITY INSURANCE PROCEEDS AVAILABLE TO SATISFY SUCH A CLAIM ARISING UNDER THIS AGREEMENT OR THE TOTAL FEES PAID TO YRA+D UNDER THIS AGREEMENT.

Indemnification. The Client agrees to indemnify, defend and hold YRa+d and its consultants and employees harmless from and against any and all claims, liabilities, suits, demands, losses, costs and expenses, including, but not limited to, reasonable attorneys' fees and all legal expenses and fees incurred through appeal, and all interest thereon, accruing or resulting to any and all persons, firms, or any other legal entities, on account of any damages or losses to property or persons, including injuries or death, or economic losses, arising out of the Services, including the services performed by the other consultants of the Client, except to the extent YRa+d is found to be liable for such damages or losses by a court or forum of competent jurisdiction.

Suspension and Termination of the Agreement. Either party may, at any time by written notice to the other party, suspend the provision of all or any part of the Services, if the other party is in breach of this Agreement or due to conditions beyond their control. This includes but is not limited to failure to make payments, provide timely information, and failure to provide reports.

This Agreement may be terminated at any time by either party if the other party is in breach of the Agreement and if the other party fails to rectify the breach within seven days of receipt of notice in writing from the first party.

YRa+d has the right to terminate this Agreement if YRa+d is advised in writing to provide Services that, in its opinion, will reduce either the safety, functionality or durability of the Agreements works to standards less than normally accepted in similar works. Termination under the above circumstances will not constitute breach or default by YRa+d and the Client accepts it has no claim against YRa+d for any consequential costs or damages arising from such termination of this Agreement.

Upon termination, and fee payment pursuant to this Clause, YRa+d shall deliver to the Client a copy of all documents produced by YRa+d up to the date of termination regardless of their stage of completion without any liability in respect of any incomplete documents.

If this Agreement is terminated for any reason the Client shall not be entitled to any refund or reimbursement of payment.

Dispute Resolution. Any dispute or claim arising in connection with this Agreement shall be submitted to mediation under the auspices of the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement or such other mediation service as the parties shall mutually agree. The Client and YRa+d shall share the mediator's fee and any filing fees equally. The mediation shall be held in Columbus, Ohio. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

If the parties do not resolve a dispute through mediation pursuant to this Agreement, the method of binding dispute resolution shall be arbitration if the parties mutually agree, or litigation filed with the Superior Court of the County of Columbus, Ohio. Any arbitration shall also be conducted in Columbus, Ohio.

Attorney Fees. In the event YRa+d initiates a legal proceeding for unpaid fees of less than \$50,000, the prevailing party is entitled to recover its reasonable attorney's fees and costs from the other party. Attorneys' fees shall not be recoverable for other claims or in any other legal proceedings.

Waiver of Consequential Damages. YRa+d and Client waive consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement.

Governing Law. This Agreement shall be governed by the laws of Ohio.

Successors and Assigns; No Assignment. The Client and YRa+d, respectively, bind themselves, their partners, successors, permitted assigns and legal representatives to the other party to this Agreement and to the partners, successors, permitted assigns and legal representatives of such other party with respect to all covenants of this Agreement. Neither the Client nor YRa+d shall assign this Agreement or any obligation, claim, right or cause of action arising under this Agreement without the written consent of the other. The foregoing shall not be construed to limit the subrogation rights of either party's insurers.

Partial Invalidity. If any term, covenant or condition of the Agreement or its application to any person or circumstance shall be held to be invalid or unenforceable, the remainder of this Agreement shall continue in full force and effect, and the parties agree that any invalid or unenforceable term, covenant or condition shall be amended to the minimum extent required to make such term, covenant or condition valid and enforceable.

No Third Party Beneficiaries. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Client or YRa+d.

Publicity. YRa+d and its consultants shall have the right to use drawings, documents, and photographs it creates as part of its Instruments of Service in the promotion of its professional services through publication, advertising, public relations, brochures, websites, or other marketing media.

Confidentiality. YRa+d shall maintain the confidentiality of information specifically designated as confidential by the Client, unless withholding such information would violate the law, create a risk of significant harm to the public or prevent YRa+d from establishing a claim or defense in an adjudicatory proceeding.

Reviews. After Services are completed, you may receive a request to fill out a satisfaction survey or to write a review from YRa+d. If you complete the survey or submit a review, your opinions may be posted, in whole or in part, on its website or used in marketing material. The review may be accompanied by limited identifying

information, such as your first name and last initial, the Service you purchased, and/or state or country or residence.

Right to Refuse. You acknowledge that YRa+d reserves the right to refuse service to anyone.

Registered Architect. You acknowledge that YR Architecture + Design, Inc is a registered architecture firm in Ohio, USA. You also acknowledge that it has employees and/or principals with architectural licenses in Ohio, West Virginia, Pennsylvania, and California only. YRa+d and its employees do not advertise or represent themselves as registered architects in any other states nor do they perform those specific services requiring an architecture license in states where it doesn't have an architecture license.

By proceeding with your purchase, you agree to be bound by all of these Terms and Conditions and authorize YR Architecture + Design to contact you and to begin performing Services.

Updated 03/01/17