

1. The attached Proposal/Professional Service Authorization (PSA) and these "Terms and Conditions," contain the entire agreement between Client (identified as the Owner) and Nadel Studio One, Inc. (identified as the Architect) relating to the Project. Any prior agreements, promises, negotiations or representations not expressly set forth in this agreement are of no force or effect. Subsequent modifications and/or assignments to this agreement shall be approved in writing and signed by both Owner and Architect.
2. Fees quoted are valid for ninety (90) days from the date of this PSA, unless noted otherwise.
3. Fees to be compensated on an hourly basis shall be computed monthly by multiplying the hours spent by the hourly billing rates outlined within the PSA, which are subject to change in accordance with normal salary review practices of the Architect. Hourly allowance shall be understood to be the Architect's best estimate based upon a given scope of services and shall not be exceeded by more than fifteen percent without written permission to do so. Fees compensated on a fixed fee basis shall be invoiced monthly based upon a percentage of completion through each billing period. Fees by consultants, that are in addition to the scope of services described, shall be reimbursed to the Architect at 1.15 times the amounts invoiced to the Architect.
4. The following reimbursable expenses incurred by the Architect in connection with the project are not included in the Fee stipulated in this PSA unless specifically stated: Models, renderings, photography, printing, reproductions, plotting, long distance telephone calls, travel, out-of-town living expenses, shipping, delivery, messenger service, auto mileage, parking, permits, fees, taxes and the like. These expenses shall be billed at 1.15 times the amounts invoiced to Architect.
5. Payments for fees and expenses, periodically billed, shall be due upon receipt of Architect's invoice and are not contingent upon financing nor tenant or governmental approvals. Disputes or questions regarding a portion of an invoice shall not be cause for withholding payment for the remaining portion not in question. A service charge of 1% per month shall be added to balances unpaid 35 days after invoice date. Architect reserves the right to suspend or terminate its services, or withhold its documents, if payment in full is not received within 60 days after invoice date. In the event of such suspension or termination, Architect shall have no liability to the Owner for any delay or damages.
6. Proposed fees constitute the Architect's estimate to perform the services required to complete the Project. Required services often are not fully definable in the initial planning; accordingly, developments may dictate a change in the scope of services to be performed, or if work is suspended and restarted. When this occurs, changes in the Agreement shall be negotiated and an equitable adjustment shall be made as mutually agreed upon in writing by Owner and Architect.
7. This PSA may be terminated by either party upon not less than seven (7) days written notice. In the event of termination, the Architect shall be compensated for work performed and expenses incurred prior to the termination date.
8. Any controversy, dispute, failure to collect or other claim arising out of this PSA shall be resolved first through negotiation between the parties. If the dispute cannot be resolved through negotiation, mediation shall be the next step, followed by arbitration. Arbitration shall be held in the County of the Architect's office performing the work and shall be in accordance with the Construction Industry Rules of the American Arbitration Association. The award shall be final and judgment upon it may be entered in any court having jurisdiction thereof. The arbitrator shall not have the power to commit errors of law or legal reasoning, and the award may be vacated or corrected on appeal to a court of competent jurisdiction for any such error. An award in connection with a judgment shall include reasonable attorney's fees, costs, collection and other expenses incurred by the prevailing party.
9. In the event of any litigation involving the Architect's services or responsibility, the Architect's liability shall be limited to the amount of fees invoiced.
10. In the event the legal Owner entity defaults under the terms of this agreement in any manner, the undersigned shall be personally responsible and liable for the financial obligations incurred herein.
11. The Owner agrees to indemnify, defend and hold Architect harmless from and against any and all claims, suits, demands, losses and expenses, including reasonable attorney's fees, accruing or resulting to any and all persons, firms or any other legal entity on account of any damage to property or persons, including death, unless arising out of the sole negligence or willful misconduct of the Architect when the Architect is found to be solely liable for such damages or losses by a court of competent jurisdiction.
12. Owner agrees that the periodic billings from Architect to Owner are correct, conclusive, and binding on Owner unless Owner, within thirty (30) days from the date of such invoice, notifies Architect in writing of alleged inaccuracies or discrepancies in the services performed as indicated within said billings.
13. The Architect shall be entitled to rely, without liability, on the accuracy and completeness of any and all information and services provided by Owner, Owner's consultants and contractors, and information from public records, without the need for independent verification.
14. Neither the Owner nor the Architect shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of, or connected in any way to the Project or this PSA. This mutual waiver includes, but is not limited to, damages related to loss of use, loss of profits, loss of income, loss of reputation, unrealized savings or diminution of property value and shall apply to any cause of action including negligence, strict liability, breach of contract and breach of warranty.