DESIGN SESSION CLIENT AGREEMENT
March 2016

The Design Session program facilitates informal consultations (a “Session”) wherein professional designers (each, a “Session Designer”) provide nonprofits, businesses, and individuals with conceptual ideas for design-related projects (each, a “Project”) on a volunteer basis. This community service is offered through Storefront for Community Design (“Storefront”). Please read the following:

SESSIONS SHOULD NOT TAKE THE PLACE OF PROFESSIONAL DESIGN SERVICES
A Session is preliminary in nature and is based on limited information provided by me during the Session. I understand and agree that a Session does not constitute a contract for professional services, but is intended only to expand my awareness of planning and design options for my Project. I understand and agree that a Session is not intended to supplant the professional services of a licensed design professional. I understand that Storefront and its Session Designers do not provide, and the Session shall not be construed as, legal or tax advice.

I WILL OVERSEE THE IMPLEMENTATION OF SESSION OUTCOMES
I understand and agree that it is my sole responsibility to plan and oversee the implementation of my Project and to secure the necessary professional services for my Project. I assume all risks associated with and resulting from the planning and implementation of my Project. I understand that all deliverables produced by Session Designers during the course of my Session are owned by Storefront. Unless agreed to in writing signed by Storefront, my license to use such work-product is limited to the Storefront Instrument of Use License (page 2). If, upon the conclusion of a Session, the Session Designer wishes to provide additional assistance to clients, this transition shall be arranged through Storefront.

MY PROJECT MAY BE PHOTOGRAPHED
I agree to allow Storefront to take photographs of me during my Session, in addition to “before and after” photographs of my Project. I agree to allow Storefront to use these photographs for internal documentation and for marketing in both print and electronic media. Additionally, news releases or publicity related to our work must credit “Storefront for Community Design” and include the name of Session Designers in news articles or at publicity events that feature their work.

SESSIONS ARE PAY-WHAT-YOU-CAN
Storefront asks that clients who engage Session Designers pay what they can to participate in the program. This is a tax-deductible contribution made through Storefront’s website. Storefront will provide clients with receipts of their tax-deductible contribution. These fees underwrite the program.
INSTRUMENT OF USE LICENSE

All drawings, documents, and other work product prepared by Storefront or the Session Designer are instruments of Storefront’s service and are for your use solely with respect to your Project. Storefront shall retain all common law, statutory and other reserved rights, including the copyright. Upon completion of the Project, your breach of any term agreed to in the Design Session application, or upon receipt of written notice from Storefront given for any reason or no reason, your right to use the instruments of service shall cease. When transmitting or exhibiting copyright-protected information for use on your Project, the transmitting or exhibiting party represents that it is either the copyright owner of the information, or has permission from the copyright owner to transmit or exhibit the information for its use on your Project. Except for the licenses granted herein, no other license or right shall be deemed granted or implied. You shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of Storefront.

AGREEMENT, WAIVER, AND RELEASE

Having read this waiver and release, with a complete understanding of the terms stated herein, and in consideration for Storefront’s acceptance of my application for a Session, I, for myself and anyone entitled to act on my behalf, hereby waive and release Storefront, its agents, employees, officers, directors, volunteers, and their successors and representatives from all claims or liabilities of any kind arising out of, resulting from, or in any way related to my participation in Design Session, the Session, and the implementation of my Project, whether arising out of contract, warranty, or tort (including negligence), under strict liability or any other theory of liability. I further agree to save, hold harmless, and indemnify Storefront, its agents, employees, officers, directors, volunteers, and their successors and representatives from and against any and all claims, actions, demands, injuries, damages, losses, liabilities, costs or expenses, including attorney fees and court costs, arising out of, resulting from, or in any way related to my participation in Design Session, the Session, and the implementation of my Project, regardless of any negligence or other fault or wrongdoing by Storefront, its agents, employees, officers, directors, volunteers, their successors and representatives.

NAME

SIGNATURE

DATE