

BOARDING SCHOOL COLLECTIVE

Terms & Conditions - Summer 2017

For purposes of rental and/or purchase of special event signage

PAYMENT

Client shall pay to Boarding School Collective all payment up front, at the time the order is placed.

Preferred Clients may remit a 50% deposit along with a signed contract. The remaining 50% (plus any additional agreed upon charges) will be due before final deliverables are provided.

Invoices

For custom work, preferred clients, or extenuating circumstances as granted by Boarding School Collective (BSC), all invoices are to be paid in full within seven (7) days of receipt. A 1.5 percent monthly service charge is payable on all overdue balances. Client shall be responsible for all collection or legal fees necessitated by late or default in payment. BSC reserves the right to withhold delivery and any transfer of ownership of any current work if accounts are not current or overdue invoices are not paid in full.

Damages

If rental items are returned with any damages beyond simple repair or necessitating replacement, BSC will assess the current value of the item up to 300% and submit a new invoice to the client, to be paid in full within seven (7) business days of receipt. A 1.5 percent monthly service charge is payable on all overdue balances.

CHANGES + REVISIONS

General Changes: All final work will reflect the wording and content, to the letter, of the submitted order forms. BSC will review the form for any common typos and submit in writing any clarifications before inking final work, but Client is responsible for thorough review of correctness and will not hold BSC responsible for any misspellings that accurately reflect the materials provided to us.

Unless otherwise provided in the Proposal, Client shall pay additional charges for changes requested by Client which are outside the scope of the Services (outlined on the product page) on a time and materials basis, at Boarding School Collective's standard hourly rate of \$75.00 per hour. Such charges shall be in addition to all other amounts payable under the order, despite any previous maximum budget agreement or contract price. BSC may extend or modify any delivery schedule or deadlines in the Proposal and Deliverables as may be required by such Changes, and reserves the right to refuse the additional changes if within 48 hrs of the previously agreed-upon date/time of pick-up.

Substantive Changes: If Client requests or instructs Changes that amount to a revision in or near excess of fifty percent (50%) of the time required to produce the Deliverables, and or the value or scope of the Services, Boarding School Collective shall be entitled to submit a new and separate Proposal to Client for written approval. Work shall not begin on the revised services until a fully signed revised Proposal and, if required, any additional fees are received by Boarding School Collective. BSC reserves the right to refuse the additional changes if within 48 hrs of the previously agreed-upon date/time of pick-up.

TIMELINESS

Boarding School Collective requests that all orders be submitted at least 4 weeks ahead of the event date for scheduling and material-sourcing purposes. If not all content is available for submission at that time, Client will note in the order form, and will then be responsible for providing exact wording and content via email to hello@boardingschoolcollective.com as soon as the information is available , but no less than fourteen (14) business days prior to the event.

If BSC and the Client have arranged to create artwork using materials owned by another party, the Client will deliver the physical materials to

business location at W. 32nd Street no less than fourteen (14) business days before the event.

ACCREDITATION/PROMOTIONS

Boarding School Collective retains the right to reproduce, publish and display the Deliverables in BSC's portfolios and websites, and in galleries, design periodicals and other media or exhibits for the purposes of recognition of creative excellence or professional advancement, and to be credited with authorship of the Deliverables in connection with such uses, including but not limited to social media posts and submissions on wedding websites/blogs.

WARRANTIES AND REPRESENTATIONS

Client represents, warrants and covenants to Boarding School Collective that (a) Client owns all right, title, and interest in, or otherwise has full right and authority to permit the use of the Client Content, (b) to the best of Client's knowledge, the Client Content does not infringe the rights of any third party, and use of the Client Content as well as any Trademarks in connection with the Project does not and will not violate the rights of any third parties (e.g. logos, crests, or specific lettering styles garnered as inspiration from the internet from such sites at Pinterest or Instagram).

Boarding School Collective hereby represents, warrants and covenants to Client that BSC will provide the Services identified in the Agreement in a professional manner and that Final Deliverables shall be the original work of the artists of BSC.

INDEMNIFICATION/LIABILITY

Limitation of Liability: THE SERVICES AND THE WORK PRODUCT OF Boarding School Collective ARE SOLD "AS IS." IN ALL CIRCUMSTANCES, THE MAXIMUM LIABILITY OF Boarding School Collective AND AFFILIATES ("Boarding School Collective PARTIES") TO CLIENT FOR DAMAGES FOR ANY AND ALL CAUSES WHATSOEVER, AND CLIENT'S MAXIMUM REMEDY, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT OR OTHERWISE, SHALL BE LIMITED TO THE NET PROFIT OF Boarding School Collective. IN NO EVENT SHALL Boarding School Collective BE LIABLE FOR ANY LOST DATA OR CONTENT, LOST PROFITS, BUSINESS INTERRUPTION OR FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES ARISING OUT OF OR RELATING TO THE MATERIALS OR THE SERVICES PROVIDED BY Boarding School Collective, EVEN IF Boarding School Collective HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

KILL FEE

In the event of termination, Boarding School Collective shall be compensated for the Services performed through the date of termination in the amount of (a) any advance payment, (b) a prorated portion of the fees due, or (c) hourly fees for work performed by BSC or BSC's agents as of the date of termination, whichever is greater; and Client shall pay all Expenses, fees, out of pockets together with any Additional Costs incurred through and up to, the date of cancellation.

By their execution below, the parties hereto have agreed to all of the terms and conditions of this Agreement effective as of the last date of signature below, and each signatory represents that it has the full authority to enter into this Agreement and to bind her/his respective party to all of the terms and conditions herein.

BOARDING SCHOOL COLLECTIVE

703 W. 32nd Street | Austin, TX | 78705

Signed: _____

Date: _____

CLIENT: _____

Client Address: _____

Signed: _____

Date: _____