



BIGGdesigns, llc

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 MILFORD, MI 48381
 248-886-4460



TERMS & CONDITIONS

To provide you with our best possible product, these Terms and Conditions are included in the approved Service Agreement.

COMMUNICATIONS	<p>Our staff continue to work in a hybrid environment and all files, information, and inquiries should be emailed to your Project Manager to maintain organization and most efficient workflow.</p> <p>Email communication is the required communication method. Include written lists, image/pdf markups for most efficient correspondence.</p> <p>Allow 24-48 hours for a reply to any Email or Phone call.</p> <p>Although texting is convenient, it creates major distractions leading to a loss of productivity and increases the likelihood of errors.</p> <p>Calls, texts, and voicemail must be directed to the main phone line @248-886-4460 so all our staff can access.</p> <p>Text, verbal calls, or voicemails directed outside the main phone line, including employee cell phones, are likely to be ignored, forgotten, lost, deleted, and will not be guaranteed to be incorporated into your project because we may not be able to review, track, or organize this information.</p> <p>All email and voice messages must include your name, email, Project name (if applicable) and specific message to receive any reply.</p> <p>Phone calls over (15) Minutes, Conference Calls, and more than (1) Phone call per day is subject to be invoiced at hourly rates.</p> <p>Received Emails exceeding (1) per day and any progress email update over (1) per week are subject to be invoiced at hourly rates.</p>
MEETINGS	<p>Meetings will be billed at hourly rates unless noted otherwise in the SERVICE AGREEMENT.</p> <p>Most of our software and files require large amounts of data and computers to process.</p> <p>Virtual meetings or in-office meetings are preferred when discussing your Project as we can have faster access to our resources.</p> <p>We can screen share or present on our large monitor.</p> <p>Meetings include:</p> <ul style="list-style-type: none"> • Conference calls, Phone calls, Virtual meetings over (15) minutes • Meetings outside the office (i.e., The Client's offices, Municipal Offices, Site/Field visits, etc.) • Municipal planning meetings, zoning meetings. (In-person or virtual) • In-office meetings more than (1) hour.
GRAPHICS & TECHNOLOGY	<p>By nature, we are graphical people and utilize technology, so it is recommended communicating information using digital tools such as digital photos, PDF Editing Software, and creating lists in email. If you have trouble using digital editors or scanners, try simply printing on paper, hand sketching, and take a photo with your phone, then email the sketch. We expect Clients to have access to basic computers and software. There several inexpensive PDF viewers and editors on the Market, including browsers that can assist the Client.</p>
TIMELINE	<p>An estimated timeline may be given after the Service Agreement is approved. However, the timeline cannot be guaranteed and will vary based on work and approvals from both internal and outside sources.</p> <p>Work will proceed in a timely manner in the order of Phases as noted in our Project Workflow.</p> <p>Attempting to expedite or skipping ahead of Phases will create undue sacrifice of the services provided and will result in delays or additional fees.</p> <p>Allow ample time for research, reviews, and approvals at end of each phase prior to starting next phase.</p> <p>The more time spent in the design phases can prevent costly delays in the Project.</p>
PRIORITY	<p>Projects can last weeks, months, or years and we never know what issues will come up on a weekly basis. We will work through your project as best we can, however we shall never be put under undo stress.</p> <p>We will do our best to keep your Project a priority, however we have several projects at all stages of design and construction and other Clients may share the feeling that their projects are a high priority.</p>
PAYMENTS	<p>Invoices will be sent via email.</p> <p>Use the 'PAY INVOICE' button on electronic invoices to pay by Bank Transfer or Credit Card.</p> <p>Mail a check payable to BIGGdesigns, LLC to the office address.</p> <p>LATE FEE: 1.5% of remaining balance monthly with a 30-day grace period. (or the maximum percentage allowed by law, whichever is the lesser).</p> <p>Pre-payment of each Service is required prior to starting any work or Phase.</p> <p>30% of the total fee may be provided in lieu of pre-payment of service.</p> <p>Fees not included in the Service Agreement shall be charged per Service List and Terms and Conditions.</p> <p>Refer to the Service List for full descriptions and reimbursable fees.</p> <p>Fees may be revised if the Approved Scope of Work changes after start of Project.</p> <p>Plans will not be released to authority, owner, or contractors until all invoices are paid to date.</p>
CONSEQUENTIAL DAMAGES	<p>The CLIENT and Design Professional both agree to waive any claims for consequential damages against each other.</p>
DELAYS	<p>The Design Professional will not be liable for delays in permitting or construction, including delays due to force majeure.</p> <p>The timing of Services cannot be guaranteed.</p>
DISPUTE RESOLUTION	<p>Any dispute under this contract shall be subject to mediation as a condition precedent to litigation.</p>
ENVIRONMENTAL	<p>The Design Professional assumes no responsibility for the detection or removal of any hazardous substances found at the job site.</p> <p>An environmental study is recommended and shall be provided by the Client.</p>
NATIONAL LICENSING	<p>The Project may fall under the jurisdiction in which BIGGdesigns, LLC is not currently licensed. If your Project fits this circumstance, BIGGdesigns, LLC shall work in collaboration with outside architects/engineers/consultants that are licensed within that jurisdiction.</p> <p>The Client will be notified in the event the firm is contracting with architects or consulting engineers.</p>
LIMITATION OF LIABILITY	<p>The Client agrees, to the fullest extent possible, to limit the liability of the Design Professional so that the total aggregate liability of the Design Professional shall not exceed the Design Professional's fee for Services rendered on the Project.</p> <p>It is acknowledged that this limitation of liability applies to any cause of action, be it contract or tort.</p>
OWNERSHIP OF INSTRUMENTS OF SERVICE	<p>The Design Professional retains all intellectual property rights including common law, statutory, and other reserved rights in the instruments of service, including copyrights. The Client agrees to limit use of the instruments of service to this site-specific Project only. Plans are only applicable to the Client, their General Contractor, and Trades.</p> <p>Plans may not be transferred to a new Client, General Contractor, or other trades unless specifically authorized and agreed to by the Architect.</p>
RIGHT OF ACCESS	<p>The Design Professional shall have access to the job site whenever work is in preparation or in progress.</p>
REJECTION OF NONCONFORMING WORK	<p>The Design Professional shall have the authority, but not the responsibility, to reject nonconforming work. If discovered, the Design Professional shall bring nonconforming work to the attention of the Client as soon as reasonably possible. The Client has the right accept non-conforming work and absolve the Design Professional of responsibility or liability for non-conforming work.</p>
STOP WORK	<p>The Design Professional has no stop work authority.</p>
TERMINATION	<p>The contract may be terminated by either party for convenience with (30) days written notice, or for cause with (7) days written notice. The Project may be suspended by the Client with (30) days' written notice. In the event of suspension or cancellation, the Client shall pay all expenses incurred prior to the date of notice and the Design Professional shall deliver to the Client all work completed through such date after all invoices are paid in full.</p>
INSURANCE	<p>Professional Liability, General Liability, and Workmen's Comp insurance is maintained.</p> <p>Certificate of Insurance may be provided upon request.</p>
EXPIRATION OF AGREEMENT	<p>If a Service Agreement is approved, the fees stated will be valid for up to (1) year from the date of the Service Agreement.</p> <p>If the Project continues for over (1) year from Service Agreement, fee adjustments or a new a new Service Agreement may be required.</p> <p>If the Service Agreement is not approved within (90) days of the date noted in the Service Agreement, the Service Agreement will be void and a new Service Agreement may be provided with revised Fees accordingly.</p>

*The Design Professional is defined as BIGGdesigns, LLC and/or any directly hired employees and/or subcontractors.