



ESTIMATE TERMS AND CONDITIONS

1. **Terms.** The terms and conditions attached to the Estimate and contained herein represent the entire agreement between Holmes Drafting Solutions, LLC ("HDS") and the party receiving this Estimate ("Client"), as it relates to the specific services listed in the Estimate, unless otherwise specified in a writing signed by HDS. The specific services listed in the Estimate shall be strictly construed in accordance with these terms and conditions. No purported revisions of, additions to, or deletions from these terms and conditions shall be effective. HDS does not accept any contrary or conflicting terms, whether in Client's acknowledgment or otherwise, or arising from local, general or trade custom or usage. To the extent that any terms and conditions are inconsistent with or contrary to those set forth on any document provided by Client, HDS's terms and conditions shall govern. These terms and conditions are incorporated into the Estimate and deemed accepted by Client's authorized signature on the Estimate or electronic notification to HDS of Client's acceptance of the Estimate.
2. **Specifications.** HDS and Client agree that this Estimate is based upon the hourly rate or project rate specified in the Estimate, and that any modifications, additions, or any other type of changes thereafter requested by Client are not included in the prices listed in the Estimate, and will result in additional amounts being due by Client.
3. **Invoicing.** HDS will issue Client a single or monthly Invoice, depending on duration of the project which is the subject of the Estimate ("Project"), reflecting the total amount due for the invoiced period's services; provided, however, that HDS's failure to timely issue an invoice in accordance with this Section 3 shall not constitute, in any way, a waiver of HDS's rights to receive compensation hereunder. Additional Invoices will be issued for any changes to services requested by Client.
4. **Payment.** Payment to HDS will be due, in the full amount provided on the applicable Invoice without setoff, pursuant to the payment terms listed on the Invoice. If no payments terms are listed on the Invoice, the payment is due thirty (30) days from the Invoice date. Client is solely responsible for all sales tax or like taxes imposed on the services. If payment is made by check, and payment on the check is refused for any reason, such as non-sufficient funds, Client agrees to compensate HDS in an amount equal to three times the amount of the check, plus statutory service charges, as allowable under Section 68.065, Florida Statutes.
5. **Intellectual Property.** To the fullest extent permitted by law, Client hereby irrevocably transfers, conveys, and assigns in perpetuity to HDS all intellectual property rights, including copyright and patent rights, Client has in any sketches, designs, drawings, or ideas ("Materials") contributed to the Project and provided to HDS by, or on behalf of Client. **Client acknowledges and agrees that, to the maximum extent allowable by law, HDS is, and will be, the sole and exclusive owner of all intellectual property rights in the design plans, blueprints, and all other documents which memorialize or embody the services provided by HDS ("Documents").** Client shall not, and shall not allow others to, copy, reproduce, recycle, resell, replicate, reuse, modify, or create derivative works from, in any form, any Document, without the prior express, written permission of HDS. Client shall not remove or obscure any trademarks, copyright notices, or other indicia of ownership or authorship from any Documents.
6. **Delivery of Documents and License.** Upon completion of the services, HDS will electronically deliver view-only, draft Documents to Client. Upon receipt of payment due from Client, HDS will electronically deliver final Documents to Client. Subject to these terms and conditions, HDS will grant Client a limited, non-exclusive, non-sublicensable, non-transferable license to use the applicable Document(s) solely in furtherance of the Project. Unless expressly stated in the Estimate, Invoice, or any other writing signed by HDS, **the Documents are provided to Client on a specific, one-time-use basis.** The Documents shall be used solely for the parcel number for the Project listed on the Invoice, as applicable; provided, however, the absence of a parcel number does not permit such Documents to be used more than one time. In no event should a Document ever be used on more than one occasion or for purposes not associated with the Project without the express, written permission of HDS.
7. **Cancellation.** In the event Client wishes to cancel the services being provided by HDS, cancellation shall not be effective until five (5) days after notice is received by HDS at the address stated on the Estimate, and Client shall compensate HDS for services rendered up to the point of such notice being received by HDS. In the event of cancellation, Client will not be entitled to any Documents, and no license will be granted to Client. Within thirty (30) days after the notice of cancellation has been received by HDS, HDS will issue Client an Invoice for services rendered. Payment shall then be made in accordance with Section 4.
8. **Warranties and Acknowledgements.** Any individual acknowledging this Estimate for Client represents, warrants, and guarantees that he or she has the authority to do so. Client further warrants that any Materials provided to HDS by, or on behalf of Client will be accurate, comply with applicable laws, and not infringe upon, in any way, the rights of other parties, including but not limited to intellectual property rights, and all other proprietary rights. Client agrees that HDS is not validating the accuracy or legality of Materials supplied by Client to HDS and that HDS is not conducting an investigation or inspection related to the Project. Client further agrees that HDS is not liable for any unknown, undisclosed, or undiscovered condition(s) that exists prior to, during, or subsequent to HDS providing services to Client. If a takeoff(s) is included in the services being provided by HDS, Client acknowledges that the takeoff is based entirely upon the information provided by Client and Client agrees that Client bears full liability and responsibility for the necessity of additional materials resulting from conditions undisclosed or unknown to HDS.
9. **Disclaimer.** HDS HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT, AS APPLICABLE. HDS MAKES NO REPRESENTATIONS OR WARRANTIES WITH RESPECT TO A DOCUMENT THAT HAS BEEN ALTERED, OR ANY BUILDING, BRIDGE, FENCE, OR ANY OTHER STRUCTURE OR OBJECT WHICH IS CONSTRUCTED OR INSTALLED BY REFERENCING ONE OR MORE DOCUMENTS, AND EXPRESSLY DISCLAIMS ALL RESPONSIBILITY THEREFOR.
10. **Remedies.** HDS's liability to Client shall be limited to direct and actual damages, but in no event shall such liability exceed the amount of fees received by HDS from Client within the preceding six months. If Client breaches or fails to comply with any of the warranties in Section 8, or any other term or condition herein, HDS is entitled to recover its full damages allowed by law, including without limitation direct damages, incidental and consequential damages, and any lost profits caused by such breach or failure to comply. HDS shall also be entitled to any injunctive relief and any other remedy available in law or equity. In the event HDS prevails in any action arising out of or relating to this Estimate, or related terms and conditions, HDS shall be entitled to recover its reasonable attorneys' fees and costs through all stages of litigation, including appeal.
11. **Indemnification.** To the fullest extent permitted by law, Client agrees to indemnify, defend, and hold harmless HDS, its affiliates, successors and assigns, and their respective directors, officers, employees and agents (the "Indemnified Parties") from and against all claims, demands, causes of action, losses, damages, costs and expenses (including without limitation reasonable attorney's fees and costs of defense) (collectively, "Losses") arising out of or incident to: (i) Client's breach of any term or condition related to this Estimate; (ii) any claim that use of the Materials has violated the rights of any third party; (iii) any defect in a building, bridge, fence, or any other structure or object which is constructed or installed by referencing one or more Documents; and (iv) any fact or condition unknown or undisclosed to HDS, provided that, in each instance, such Losses are attributable to any cause except caused solely by the gross negligence or willful misconduct of HDS. Without limitation, Client's obligations under this Section 11 extend to Losses attributable to or arising from bodily injury, sickness, disease or death, and to damage to or destruction of tangible property (including the loss of use thereof), in each case regardless of whether caused in part by the negligence or other fault of any Indemnified Party; provided that Client shall not be liable for Losses caused solely by the gross negligence or willful misconduct of any Indemnified Party. Client's indemnification obligations under this Section 11 include, without limitation, the obligation to indemnify, defend, and hold harmless the Indemnified Parties from and against all claims or awards of punitive damages, to the extent allowed by law.
12. **Assignment; No Third Parties.** HDS may delegate all or a portion of the services to one or more subcontractors. Client may not assign its rights and obligations under these terms and conditions to any other party. No third party shall have any rights hereunder or be deemed a third-party beneficiary hereof.
13. **Confidentiality.** Client and its directors, officers, employees and agents shall not disclose to any third party any information pertaining to the services provided pursuant to this Estimate or the related Invoice, or pertaining to HDS's business or operations which Client obtains or has access to, without the prior written consent of HDS's authorized representative.
14. **No Waiver.** No failure by HDS to enforce any of the terms or conditions of this Estimate shall constitute a waiver of those terms or conditions or in any way impair HDS's right at any time to seek remedies to enforce such terms or conditions. A waiver is effective only if it is in writing and signed by HDS's authorized representative.
15. **Survival.** All terms which by their nature are intended to survive shall survive the completion or termination of the services, and shall inure to Client's successors.
16. **Severability.** Any provision of this Estimate or these related terms and conditions deemed unenforceable in any jurisdiction shall be ineffective to the extent of such unenforceability (but shall be enforced to the maximum extent permissible) without invalidating the remaining provisions hereof.
17. **Governing Law; Venue.** This Estimate and the related terms and conditions shall be governed by the laws of the State of Florida, without regard to its conflict of laws rules. Hillsborough County, Florida shall be the exclusive venue for any claim or action arising from or relating to this Agreement, and the parties irrevocably consent to personal jurisdiction in the state or federal courts located therein.