

LGM's General Terms and Conditions

1. Description of Services

Laser Graphic Manufacturing [LGM] will build a scale model of the project as specified in the Estimate. The Model will be built to the highest professional standards and will include all structures, terrain and detail as outlined in the Estimate.

2. Media Required

The Estimate is based on LGM receiving complete and correct elevations, plan drawings and digital media of all the structures and terrain in a time sensitive manner. Significant delay of the project start and delivery date may result if media is not made available. If digital media is unavailable for any of the drawings, *scanning charges are reimbursable at cost*. Document scans are available in a variety of digital media. Please let us know if you would like these deliverable. Color sales models require color samples of all materials, available in a time sensitive manner. Client warrants all media supplied to LGM will not infringe upon nor violate the rights of confidentiality or privacy of, nor violate any proprietary, copyright, patent, common law or equitable rights of another. LGM recognizes that it may have access to or gain knowledge of confidential media or other information relating to a Project or Client, which may not be accessible or known to the general public. LGM shall not use, publish or otherwise make known this media or other information without Client's consent.

3. Additions

Additions to the Model including, but not limited to: changes while the work is in progress, more trees and additional detail will be billed at a rate of not more than \$95/ hour. Charges for additions or changes may be avoided by a change in the delivery date.

4. Rush Service Charges

Unless otherwise agreed upon, rush service charges of 25% of the proposal rate apply if the drawings and/or Project request are received less than 7 working days prior to delivery for Projects with a net estimated cost under \$3000. For Projects over \$3000 rush service fees are determined on a per job basis. Rush service may not be possible and is based on shop availability.

5. Drawing and Engineering Fees

Construction of physical Models requires some interpretation and resolution of drawing problems. LGM will make the best effort to solve any issues. However, if extensive rework is required due to errors or inconsistencies in the supplied drawings, additional fees will apply at the rate of \$85/hr. If you are aware of any areas of the Project that are unresolved or uncertain, please let us know so that we can work with you and your team. This may alleviate or reduce additional fees. If you would like red-lined drawings showing potential problems that we encountered when building your Model, please let us know. We can also provide you with Virtual (Digital) Modeling services to assist you in your design process.

6. Payment.

The Entity named on the Estimate agrees to pay compensation to LGM for the services as outlined in the Estimate, plus any additional fees as outlined in items 2 through 5. The Entity named on the Estimate shall be fully and solely liable for the entire amount of the invoice. Please let us know if the Estimate should be written in the name of a Client of your firm or other Entity. A 50% deposit is required at Estimate acceptance with the balance due prior to model delivery. All Projects with an estimated cost over \$4000 require a minimum, non-refundable deposit of \$500 to secure shop time and delivery date. Late fees and a minimum re-billing fee will apply on all outstanding balances. Client agrees to pay all costs of collection, including reasonable attorney fees. **LGM retains a security interest in Project until paid in full.**

7. Ownership.

Upon receipt of full payment, the Project will be the property of the Client. The Client agrees, during any public display of the Project, that LGM will be given credit through an attached label, "Model By Laser Graphic Manufacturing, Minturn, CO." LGM may photograph or digitally image Project prior to receipt of full payment, and shall retain all copyright and common law rights to photographs or digital images, including all prints, copies or reproductions.

8. Delivery and Schedule

The model will be complete at 6:00 pm on the specified delivery date unless otherwise agreed upon. Delays in obtaining plans or information may delay the delivery date. In addition, substantial changes, rework, delay in receiving information, or substantial inconsistencies in supplied information may cause the Project to be "pulled" from the LGM shop schedule. Once started, we will make every effort to resolve issues before a Project is "pulled." However, it is the responsibility of the Entity on the Estimate to arrange delivery of all media to LGM on or before the Project start date. Unless otherwise agreed upon, this is two [2] weeks prior to delivery for all work under \$4000 and four [4] to twelve [12] weeks for all projects over \$4000. All Projects with an estimated cost of over \$4000 require a minimum non-refundable deposit of \$500. This deposit ensures shop availability and, unless otherwise negotiated, is NOT refundable in the event that all plans, media and samples are not received by LGM by the Project start date. These charges may be avoided by a change in the delivery date.

8. Limited Product Warranty

At the time of delivery, Projects will be free from defects in craftsmanship or materials under normal use, and will reflect the Client's Project specifications as they were submitted to LGM. Replacement or repair of the Project is LIMITED to ninety [90] days, at LGM's expense. This warranty is dependent upon proper use and shall be void upon any modification, damage, or exposure to unintended environmental or physical demands. **Exposure to sunlight, intense heat, or infrared radiation will damage Project and void warranty.** LGM will not be liable for delays in completion or shipment of Project or for any damages incurred to Client due to a delay.

9. Limitation of Liability

LGM's liability is limited to the amount due to LGM for the services performed. Under no circumstances is LGM liable for any costs of losses resulting from the use of the Model for any purpose. Under no circumstance is LGM liable for any costs or losses incurred by our Clients or any other party resulting from delay in delivery, whether caused by LGM, the buyer or any other party or any losses incurred, due to the Products' failure to perform for any stated or perceived purposes.

Project Name _____

Firm Name _____

Client Name (Printed) _____

Signature _____

Title _____ Date _____