



Anthony Carden + Design LLC

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Phone Number: 305.878.1602

Contract and Agreement for Services with Terms and Conditions

Budget and Payment Terms

Anthony Carden + Design LLC ("AC+D") shall provide a projected hourly budget (the "Budget") with this contract. The Budget is to be maintained and limited to a total of 20% in overage before a request for additional hours in excess of 20% is to be submitted by AC+D (an "Overage Request"). If additional work, meetings and or changes are requested orally, or in writing, by the undersigned client ("You" or the "Client"), it will be considered an agreement to allow an Overage Request, and time will be logged accordingly to reach its completion without an Overage Request from AC+D. These requests and/or changes are not accounted for and will be billed in excess of the total projected budget. AC+D reserves the right to bill a minimum of 80% of the Budget as a fixed fee for any project. It is the Client's responsibility to review the daily hourly time log associated with the bi-weekly invoice (the "Invoice") archived in the Project Folder under "0008 Hourly Log_Invoices" to keep up with total time invested and to provide written notice of any disputes within 30 days of receipt of the Invoice (the "Dispute Period"). Any changes or requests reflected in the Invoice and not disputed within the Dispute Period will be considered approved and accepted. Project Folder details will be provided when access is granted via Dropbox prior to commencement of work.

Hourly Billing Rates

+ Principal	\$155
+ Planning Specialist	\$170
+ Senior Associate	\$145
+ Associate	\$115
+ Digital Modelling Technician	\$80
+ Technical Review Staff	\$125
+ General Counsel ¹	\$550.00

(Billing increments are set at .25 Hours)

These hourly rates are valid through 31 December 2026

¹ Counsel fees shall be incurred as a result of any breach of contract by the Client, as well as incidents of Invoicing Disputes, and Non-Payments.

***Rushed Delivery or Weekend Rate (Billed at 1.5 times normal rate)*

Reimbursable Expenses

The above hourly rates are to include travel time to and from project site(s) and meetings but do not include lodging, reasonable living expenses while traveling, municipality enforced business licenses or overhead expenses, including, but not limited to, software costs for production, professional printing and reproduction, postage, and other various administrative expenses. These expenses will be included in the invoice as line items and receipt of payment will be archived and provided to client upon request.

Project Deposit

A standard \$2,500 deposit will be accepted prior to commencement of work and applied to the final invoice date or applied to the statement balance after two (2) consecutive on time payments have been successfully submitted and formal payment has been released. Refund of a project deposit shall be made within 30 days of request. All refund request of project deposits must be made prior to commencement of work or right to deposit will be forfeited by the Client.

Inactive Projects

If a project goes inactive for more than two (2) weeks at the Client's request, please be advised there may be a delay in project development due to scheduling of active projects. Please allow for a minimum of two (2) weeks depending on current workload to get the project back into active scheduling.

Invoicing Disputes

If the Client has a question or dispute about an issued invoice, Client agrees to bring these disputes to our attention in writing within seven (7) days of receiving the invoice. Any portions of an invoice not disputed within seven (7) days shall be deemed correct and acceptable to the Client and payable in full.

Non-Payments

All payments must be made on or before the due date reflected on the Invoice. If payment is not received on or before the due date AC+D will consider this a Non-Payment and consider the Client delinquent. All project related work shall cease on the event of a Non-Payment. AC+D reserves the right to cease work on all contracted projects with the Client in the event of a Non-Payment. On the event Non-Payment, all billable hours attributable to the Client and/or the Client's affiliates will be invoiced and submitted for review and work will only resume once full payment is made for all invoices submitted, although the schedule may be delayed due to the prioritization of other projects. General Counsel hours will be billed at the discretion of AC+D to manage all late invoices.

For every seven (7) days of late payment a \$1,000 penalty shall accrue. Failure to make payment within (7) days of due date renders this contract, or any other contracts associated with the Client, voidable at the discretion of AC+D and subject to AC+D's termination of AC+D's contractual obligations with the Client. AC+D holds full rights to obtain professional legal representation to pursue full non-payment amounts due, legal fees directly associated with pursuit of Non-Payments, breach of this Contract, and compensation for all time associated with the pursuit of Non-Payments at the standard hourly rate listed on Page 1 of contract.

Intellectual Property

Client agrees that AC+D retains its ownership and intellectual property rights in any work created as part of AC+D services, including but not limited to, design concepts and drawings created as part of this contract ("AC+D's Work"). Further, client agrees that all rights of reproduction, modification, authorized use and distribution of AC+D's Work is retained solely by AC+D.

Acceptable Payment Delivery Methods

- + Invoicing will be issued via Bill Invoicing Services
 - o ACH or Bank Payment
 - o Credit or Debit Card Process Fee: 2.9% Fee Per Payment
- + Zelle QuickPay linked to phone number 305.878.1602

The General Terms and Conditions outline are provided by AC+D, ("our") to Client (or "your").

AC+D does not produce licenced or sealed drawings but may retain such services under specific conditional agreements at the client's request. Any request for licenced or sealed drawings must be signed off by client and licence holder in a formal contract prior to commencement of work.

Terms and Conditions Agreement

Upon receipt of an executed copy of these Terms and Conditions and receipt of full deposit, project work shall commence as agreed upon. If for some reason our services are terminated or we cannot come to agreement, Client will pay Anthony Carden + Design for all time and expenses to date in accordance with the hourly rates as set forth in this document.

Anthony Carden | Principal & Founder

"AC+D" Anthony Carden + Design LLC

Client:

Name: _____

Signature: _____

Date: _____