**STANDARD TERMS AND CONDITIONS**

The contents of these Standard Terms and Conditions establish the conditions under which services are to be rendered by YOUR COMPANY NAME to \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (“Customer”) and materials are to be developed and delivered by YOUR COMPANY NAME in connection therewith (collectively referred to as the “Services”).

1. **Services.**

A. The precise character and scope of the Services to be rendered by YOUR COMPANY NAME to Customer is set forth in the Proposal to which these Standard Terms and Conditions are Attached and/or will be set forth in separate future Proposals (each a “Work Order”), each of which shall be subject to these Standard Terms and Conditions. Each Work Order will not be effective until it is executed by Customer and YOUR COMPANY NAME. These Standard Terms and Conditions and all executed Work Orders are collectively referred to as the “Agreement Documents.”

B. Customer shall provide YOUR COMPANY NAME specification and/or requirements for the anticipated outcome of the services to be provided that are outlined within the Work Order(s). YOUR COMPANY NAME shall determine the approach, tools, schedule, methodology and utilities appropriate to deliver the Services according to the specifications or requirements provided unless otherwise specified.

C. In addition to any other duties specified in a Work Order, YOUR COMPANY NAME agrees to participate fully to provide information and status required by Customer (such as regularly scheduled or periodic written reports) concerning the work performed, issues and status.

1. **Compensation.**

A. General. Payment for the Services performed by YOUR COMPANY NAME will be as set forth in the applicable Work Order. The payment amounts set forth in each Work Order shall include all applicable federal, state, local, or other taxes, and will not be changed as a result of YOUR COMPANY NAME‘s failure to include any applicable tax, or as a result of any changes in YOUR COMPANY NAME’s tax liabilities.

B. Expenses. YOUR COMPANY NAME agrees that normal business expenses (excluding applicable travel or per diem expenses) are to be paid by YOUR COMPANY NAME and will not be reimbursed unless pre-approved in writing by Customer.

C. Time and Materials Basis. Charges for all Services under a Work Order performed on a time and materials basis will be paid based on actual labor hours expended by YOUR COMPANY NAME at the rate specified in the Work Order. If YOUR COMPANY NAME determines that hours specified in the applicable Work Order will be expended before the end of the period of performance for a Work Order, YOUR COMPANY NAME must notify Customer as soon as it has determined that the work remaining to be accomplished will exceed the remaining hours. YOUR COMPANY NAME will be allowed to expend more than initial estimated total hours of effort, only when, specified by written approval and amended Work Order. Customer will reimburse YOUR COMPANY NAME at cost for YOUR COMPANY NAME’s reasonable and actual out-of-pocket expenses, if incurred with Customer’s prior written approval and in the performance of the Services. YOUR COMPANY NAME’s invoices shall show the hours of work performed and will provide appropriate detail and substantiation for out-of-pocket expenses.

D. Fixed-Price Basis. Charges for all Services under a Work Order performed on a fixed-prices basis shall be paid based on the firm, fixed price specified in the Work Order. Unless the applicable Work Order provides otherwise, all out-of-pocket expenses incurred by YOUR COMPANY NAME in the performance of the Services (excluding applicable travel or per diem expenses) will be included in the fixed price and will not be separately reimbursed.

E. Invoices. YOUR COMPANY NAME shall submit invoices after completion of the work (or work phase) detailed in each Work Order. Submittal of an invoice constitutes YOUR COMPANY NAME’s certification that YOUR COMPANY NAME has delivered the Services specified on the invoice in accordance with the applicable Work Order. Customer may provide purchase order numbers or similar reference numbers from its accounting system to facilitate invoicing.

F. Terms of Payment. Customer agrees to pay all undisputed invoiced amounts within thirty (30) days after the invoice date. Should payment not be received within thirty (30) days of the invoice date, a fifteen percent (15%) late charge will be added and a new invoice will be sent. Unpaid invoices will accrue interest at a rate of one percent (1%) per month from 30 days following the original invoice date.

G. Rescheduling and Cancelation For each event rescheduled within 96 hours of the original event date, Customer will incur a $500 rescheduling fee to be paid within 15 days of receiving an invoice. The parties shall select a date that is mutually agreeable in writing to occur within 8 weeks of the original event date. Reschedule dates in excess of 8 weeks of the original schedule date will be treated as a cancelation. Customer must pay the actual costs incurred for any materials and booking costs incurred by YOUR COMPANY NAME for any cancellation within 15 days of receiving an invoice. Additionally, Customer must pay 50% of the total amount set forth in this proposal for any cancellations received by YOUR COMPANY NAME with fewer than 96 hours’ notice to be paid within 15 days of receiving an invoice. Should Customer cancel within 48 hours of an event, Customer must pay 100% of the total amount set forth in this proposal within 15 days of receiving an invoice.

1. **Representations.**

A. YOUR COMPANY NAME represents and warrants that YOUR COMPANY NAME will perform the Services in a professional and workmanlike manner consistent with industry standards reasonably applicable to the performance of the Services and that the Services and the results of the Services will in good faith consideration conform to Customer standards, specifications, and other requirements. Without limitation on other remedies that might be available to Customer, in the event that the Services (including any deliverables) fail to comply with the Work Order, YOUR COMPANY NAME, if directed to do so by Customer, will correct any material noncompliance as soon as possible. Costs, and the burden for such corrections will be determined if, and when it is determined a breach occurred.

B. YOUR COMPANY NAME represents and warrants that YOUR COMPANY NAME is able to perform the Services and that YOUR COMPANY NAME does not have any understanding or agreement with anyone else that restricts YOUR COMPANY NAME’s ability to perform the Services.

C. YOUR COMPANY NAME represents and warrants that YOUR COMPANY NAME will be solely responsible for complying with all laws, regulations, rules, and executive orders as are applicable to YOUR COMPANY NAME’s performance/services rendered under the Agreement Documents.

1. **Insurance**. YOUR COMPANY NAME, at its expense, shall obtain prior to the commencement of the Services, and maintain in effect until the final acceptance of the Services, commercially reasonable insurance coverage, including commercial liability, business liability insurance, workers’ compensation and employers’ liability insurance. If requested by Customer, YOUR COMPANY NAME shall provide Customer with Certificate(s) of Insurance evidencing the insurance policies. YOUR COMPANY NAME shall notify Customer in writing immediately if YOUR COMPANY NAME’s insurance coverage is terminated for any reason.
2. **Intellectual Property**. YOUR COMPANY NAME shall assign to Customer its entire right, title and interest in the final work product created and developed by YOUR COMPANY NAME for Customer under the Agreement Documents (“Work Product”), including all trademarks, copyrights, trade secrets and other proprietary rights, conditioned upon full payment of the compensation due YOUR COMPANY NAME under the Agreement Documents. Customer grants to YOUR COMPANY NAME a nonexclusive, royalty-free, worldwide, irrevocable license to use the Work Product.
3. **Miscellaneous.**

A. Precedence. The Agreement Documents shall be interpreted as a unified contractual document with the Standard Terms and Conditions and the Work Orders having equal effect, except that in the event of any inconsistency between them, first, the Standard Terms and Conditions apply, then the provisions in the pertinent Work Order.

B. Independent Contractor. YOUR COMPANY NAME will not have any authority to bind or make commitments on behalf of Customer, nor will YOUR COMPANY NAME hold itself out as having such authority. YOUR COMPANY NAME and its employees and consultants are and will remain independent contractors with respect to all performance under the Work Orders. Neither YOUR COMPANY NAME nor any of its employees or consultants is an employee of Customer, nor are any of them entitled to any benefit that accrues to Customer employees. YOUR COMPANY NAME understands that YOUR COMPANY NAME is responsible for obtaining medical insurance adequate to cover any and all injuries that may be suffered by YOUR COMPANY NAME and its employees and consultants while providing assistance under the Agreement Documents.

C. Equipment. Except as set forth below, YOUR COMPANY NAME will be responsible for furnishing all tools, equipment, and supplies necessary to perform the Services. If Customer loans YOUR COMPANY NAME any item, YOUR COMPANY NAME agrees to sign Customer standard equipment loan agreement. Customer shall provide YOUR COMPANY NAME with at least one hour of advance access to any meeting space in order for YOUR COMPANY NAME to set up material and at least one hour after the meeting to tear down and pack up. Customer shall provide a minimum of a 10’ by 5’ space on the floor near the front of any meeting space to allow YOUR COMPANY NAME to set up a 6’ tall freestanding display board. Alternatively, if there is no space for the display board, Customer shall provide YOUR COMPANY NAME with a clean, smooth 10’ by 5’ wall surface uninterrupted by protrusions on which to affix paper. Customer shall inform its facility manager that charts will be hung around the walls using a nonstick, acid-free, archival artist’s tape that will not mar or damage paint or wallpaper. In the event of any change in meeting space, Customer shall allow YOUR COMPANY NAME adequate time for tear down and pack up in the original location and set up in the new location.

D. Locations and Hours. YOUR COMPANY NAME understands that a representative may establish specific locations and hours of operations when and where work may be performed. YOUR COMPANY NAME agrees to honor those requirements and restrictions.

E. Compliance with Laws. YOUR COMPANY NAME will comply with the provisions of all applicable national, federal, state, and local laws, ordinances, and regulations of any governmental entity having jurisdiction over the activities being carried out under the Agreement Documents.

F. Notices. All notices, requests, invoices, demands, and determinations shall be in writing and shall be deemed duly given: (i) when delivered by hand; or (ii) one (1) day after being given to an express courier with a reliable system for tracking delivery; and delivery is confirmed or (iii) when sent by confirmed facsimile; (iv) when delivered electronically to an address provided by the recipient; or (v) three (3) days after the day of mailing, when mailed by United States registered or certified mail, return receipt requested, postage prepaid, and confirmation of delivery confirmed.

G. No Waiver. No failure or delay by Customer in exercising any right, power, or remedy will operate as a waiver of any such right, power, or remedy, and no waiver will be effective unless it is in writing and signed by an officer of Customer. If Customer waives any right it has under the Agreement Documents, such waiver will not waive any successive or other right Customer may have under the Agreement Documents.

H. Liability. YOUR COMPANY NAME agrees that under no circumstances will Customer’s liability to YOUR COMPANY NAME or to third parties arising out of or related to YOUR COMPANY NAME ‘s Services exceed the amount Customer has paid YOUR COMPANY NAME up to the date of any action brought against Customer arising out of or related to YOUR COMPANY NAME’s Services. The liability and or damages owed by either Customer or YOUR COMPANY NAME ‘s are for a Court of Law to determine in light of the facts surrounding the dispute

I. Severability. The provisions of the Agreement Documents shall be deemed severable, and the invalidity or unenforceability of any one or more of its provisions shall not affect the validity or enforceability of any of the other provisions. In addition, if any provision of the Agreement Documents, for any reason, is declared to be invalid or unenforceable, Customer and YOUR COMPANY NAME shall substitute a valid and enforceable provision that, to the maximum extent possible in accordance with applicable law, preserves the original intentions and economic positions of Customer and YOUR COMPANY NAME.

J. Governing Law. The Agreement Documents will be governed by and construed in accordance with the laws of the Commonwealth of Virginia without regard to its choice of law principles, and exclusive jurisdiction concerning any disputes under this Agreement will be in the federal and state courts of Virginia.

K. Entire Agreement. The Agreement Documents constitute the entire agreement between Customer and YOUR COMPANY NAME, and supersede all other prior or contemporaneous communications between Customer and YOUR COMPANY NAME (whether written or oral), with respect to their subject matter. The Agreement Documents may be modified or amended solely in a writing signed by both Customer and YOUR COMPANY NAME.