**SCHEDULE B – STANDARD TERMS AND CONDITIONS**

* + 1. ***TERMS.*** These Terms and Conditions apply to the Design Project and form part of the Agreement. The Agreement together with these terms and conditions form the exclusive contract between the Interior Designer and the Client and supersede all previous oral or written communications. These Terms and Conditions may not be altered, amended nor waived except in writing signed by the Interior Designer and the Client.
    2. ***PAYMENT.*** The Client shall pay to the Interior Designer any and all Provincial and Federal taxes payable in respect of the Design Project and any additional services, including fees, expenses and disbursements, or in respect of any goods and services supplied to the Client or amounts payable by the Client under this Agreement*.* All dollar amounts shall be paid in Canadian Dollars.The Client acknowledges the Interior Designer’s right to a lien claim against the Client’s property for the value of any unpaid services.
    3. ***DESIGNER PURCHASES.*** The Interior Designer does not guarantee prices, quantity or quality of merchandise purchased for the Design Project. The Interior Designer will pass on to the Client one-half of any discount received on the purchase of the items. If the Interior Designer, on the Client`s behalf, contracts with a manufacturer to purchase an item, and that item is not delivered or is delivered in a different state, quantity or quality then was intended, the Client agrees to look to the manufacturer or seller of goods for any legal remedy in respect of such defects.
    4. ***CONTRACTORS AND OTHER SUPPLIERS.*** The Interior Designer may recommend and may hire contractors and other suppliers on the Client`s behalf. Notwithstanding the foregoing and for greater certainty, at no time will the Interior Designer be responsible for the work or end result of any Contractor, Sub-Contractor, Architect, Engineer or other supplier hired to provide services or materials for the Design Project.
    5. ***CLIENT’S WARRANTY.*** The Client represents and warrants that: (i) all information provided to the Interior Designer by the Client or on behalf of the Client is, to the best of the Client`s knowledge, accurate, complete and reliable; (ii) the use by the Interior Designer of the information provided by the Client will not infringe on any rights of third parties; and (iii) the Client has the authority to disclose the information to the Interior Designer. The Client acknowledges that the Interior Designer will rely on the information provided in entering into this Agreement and providing the design services. The Client shall indemnify the Interior Designer in respect of any claim or expense resulting from the Client`s breach of any representations or warranties.

*6.* ***NO REPRESENTATION OR WARRANTY.***  The Interior Designer does not make any representation or warranty regarding the execution, means or method of construction or any changes to specifications or regarding the quality of goods or materials supplied, and/or installed in connection with the Design Project, including any representation or warranty that such goods or materials are free of defects, fit for the purpose intended or are merchantable. The Interior Designer shall not be liable for any defects in the goods or materials supplied and/or installed for the Client by third parties. The Client agrees to look only to the third party provider for any legal remedy in respect of such defect.

1. ***SUSPENSION OR ABANDONMENT.*** The Client may suspend or abandon the Design Project at any time by providing notice in writing to the Interior Designer. Upon receipt of such notice, the Interior Designer shall not perform further design services or additional services other than those that the Interior Designer, acting reasonably, considers necessary for the suspension or abandonment of the Design Project, provided they are completed within a reasonable time. The Client shall pay to the Interior Designer all fees earned and disbursements incurred prior to the suspension or abandonment of the Design Project. The Client may resume the Design Project by notice to the Interior Designer, the Interior Design Fee shall be adjusted to provide for reasonable expenses incurred as a result of the suspension or abandonment and resumption and expenses shall be agreed to as between the Interior Designer and the Client prior to the resumption of the Design Project. Any fixed fees agreed to by the Interior Designer and the Client shall no longer apply upon the resumption of the Design Project and the Client shall pay an hourly rate to the Interior Designer. If the suspension or abandonment continues for a period of sixty (60) days or more, or the Client has suspended or abandoned the Design Project on two or more occasions, the Interior Designer may terminate the Agreement by providing a Notice of Termination to the Client. Any fees or disbursements then outstanding shall become immediately due and payable to the Interior Designer.

*8.* ***LIMITATION OF LIABILITY.***

8.1 ***Release*** The Client hereby release the Interior Designer, its successors and assigns from any and all liability that the Interior Designer might have to the Client for any amounts in excess of the fees paid for the Design Project or the amount payable under the Interior Designer’s professional liability insurance referable to the Client`s claim, whichever is less.

8.2 ***Insurance.*** The Client acknowledges that the Interior Designer maintains professional liability insurance including general liability and errors and omissions liability of \_\_\_\_\_ Dollars ($\_\_) per claim. The Interior Designer shall not be responsible for purchasing and maintaining additional liability insurance. Any additional liability insurance requested or required shall be obtained by the Client at the Client`s own expense. Notwithstanding the foregoing, the Interior Designer may, if so requested by the Client, purchase additional liability insurance in the amount requested by the Client, and the cost of such additional liability insurance shall be paid for by the Client.

1. ***NOTICE.*** Any notice or communication required under this Agreement shall be made in writing and shall be effectively given if sent by mail, private courier, facsimile or email to the address provided by the Interior Designer and the Client when entering into this Agreement. Any change in address, email or facsimile number must be provided to the other party within ten (10) days of the change.
2. ***SUCCESSORS AND ASSIGNS.*** This Agreement shall enure to the benefit of, and be binding on, the parties and their respective successors and permitted Assigns. No party may assign all or any part of its respective rights or obligations under this Agreement without the prior written consent of the other party.
3. ***SEVERABILITY.*** Any provision of this Agreement that is unenforceable shall be ineffective and shall be severed from the balance of this Agreement while all other provisions remain valid.
4. ***FURTHER ASSURANCES.*** Each party shall promptly do, execute, deliver or cause to be done, executed and delivered all further acts, documents and things in connection with this Agreement that any other party may reasonably require for the purposes of giving effect to this Agreement.
5. ***FORCE MAJEURE.*** The Interior Designer is not liable for non performance or delay in performance of the design services caused by circumstances beyond the Interior Designer’s control (“force majeure event”). A force majeure event includes without limitation, (i) acts of God, war, terrorism, riots, fire, explosions, floods, strikes, lockouts, injunctions, accidents, product‘s short supply, unforeseen shut down of major sources of supply, breakage of machinery or apparatus or national emergency, (ii) third parties inability to attain required building permit, (iii) the occurrence of any unforeseeable contingency making performance impractical, or (iv) compliance in good faith with any applicable governmental statute, regulation, decree, rule or order. This section does not apply to payment obligations.
6. ***GOVERNING LAW.*** This Agreement shall be governed by the Laws of the Province of Ontario and the laws of Canada as applicable and shall be treated, in all respects, as an Ontario contract and any claim hereunder shall be submitted to an Ontario court.
7. ***DISPUTE RESOLUTION.*** In the event of a dispute relating to the payment of funds, the undisputed portion of the funds, if any, shall be paid in accordance with this Agreement. Prior to initiating litigation proceedings, the parties shall first attempt to resolve any dispute informally and confidentially, through meetings between senior representatives of both parties. The representatives shall meet as often as they feel necessary to discuss the issue and negotiate in good faith in an effort to resolve the dispute without the necessity of any formal proceeding. All unresolved disputes, controversy or claims arising out of or in relation to this Agreement shall be submitted to and be subject to the jurisdiction of the courts of the Province of Ontario (including the Small Claims Court) which shall have exclusive jurisdiction for such a dispute.

The Client confirms the Client has reviewed and understands the Standard Terms and Conditions:

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 Client Initials