
Standard Terms and Conditions (Hourly & Daily Rate Projects)

Fees and Expenses

Fees for this project are based on the time and materials expended. The letter of agreement for the project describes the specific hourly or daily rate. Overtime work (billing more than 40 hours per week, more than 8 hours per day, weekend or holiday work) may incur an extra charge of 50% over the regular rate, at Roger's discretion. The customer is responsible for out-of-pocket expenses incurred in connection with this project, such as copying, purchase or rental of special software or equipment, courier service, mailing, and out-of-city travel, meals, and lodging. Travel time for visits to customer sites located more than 50 kilometers from Roger's office are billed at the regular rate. Roger Fienhold Sheen and the customer may agree, in writing, on expense limits before starting the project.

Invoices and Payment

Roger Fienhold Sheen invoices monthly unless he and the customer agree on a different schedule. Any project may require a percentage of an estimate of total costs paid in advance. All invoices are due upon receipt unless a separate schedule of payment is agreed to in writing before work begins. Roger reserves the right to suspend work on any project if payments are overdue, to resume only when payment is made, and to alter the project schedule accordingly. If any portion of a bill is placed with the court, an attorney, or a collection agency for collection, all costs of such proceedings, including but not limited to reasonable attorney fees, court costs, filing fees, and collection agency fees, become a part of the indebtedness and must be paid by the debtor.

Customer Representative

The customer will assign one person as the representative for the term of the project. This person will have authority to sign written modifications or additions to the project, and will be responsible for verifying and delivering invoices to the proper person for payment. Roger Fienhold Sheen is the only person with authority to sign written modifications or additions to the project on behalf of infotexture.

Expansion or Modification of Projects

Each project requires a separate proposal, a project scope document, or a separate letter of agreement, developed, agreed to, and signed by Roger Fienhold Sheen and the customer representative before Roger begins work. Any expansion or modification of the project requires written approval of the representative and Roger Fienhold Sheen. Pending receipt of written approval, Roger may, at his discretion, take reasonable action and expend reasonable amounts of time and money based on oral approval of an expansion or modification from the individual representative. The customer will be responsible for payment for such action, time, and expenses. Fee quotes, fee estimates, and project schedules are based on the project as originally approved, and may require revision based on agreed changes.

Staffing

Roger Fienhold Sheen performs or closely supervises all services performed by infotexture in a professional and workerlike manner in conformity with this agreement. Roger and/or his staff will observe the customer's rules and regulations with respect to conduct and safety and protection of persons and property while on the customer's premises. Roger restricts commitments to other customers to the extent necessary to complete this customer's project in a timely manner. Roger Fienhold Sheen and his staff perform all services as independent contractors; none of them will be deemed an employee of the customer on account of the work done on this project.

Proprietary Materials

Roger Fienhold Sheen warrants that any material written by him will not violate any existing copyright or trademark. The customer warrants that any material provided by the customer will not violate any existing copyright or trademark. All work in progress belongs to Roger Fienhold Sheen. Upon final payment, ownership of the copyright on all materials developed by Roger in the course of any project reverts to the customer. Materials owned by the customer may include a credit to Roger and infotexture if the customer agrees at the beginning of the project. Roger may keep copies of any finished materials, or a portion of the finished materials, as agreed by the customer, for use in his portfolio, marketing information, or website.

Confidentiality

Roger Fienhold Sheen agrees to take reasonable steps to maintain the confidentiality of any information relating to the customer company that he receives in the course of the project and shall hold such information confidential unless, until, and to the extent the customer consents thereto in writing. Roger further agrees to return or destroy copies of materials if the customer so wishes. Roger will return any reference materials provided by the customer upon final payment.

Access to Customer's Staff

Roger Fienhold Sheen will have reasonable access to the customer's staff and resources as needed to complete the project in a timely manner.

Limit on Liability

Accuracy of content is the sole responsibility of the customer and the customer's representatives. Roger Fienhold Sheen cannot be held liable for any inaccuracies of content in completed projects. Roger's liability in any case is limited to the amount he has already been paid for the project.

Cancellation or Rescheduling

Roger Fienhold Sheen will make a good faith effort to ensure that his work meets the agreed schedule and is carried out to our mutual satisfaction. Because business conditions sometimes change, a project must sometimes be cancelled, postponed, or rescheduled after an agreement is signed. Either Roger Fienhold Sheen or the customer may end this contract by sending written notice to the other at least 5 work days before conclusion of the contract. Should Roger have to postpone a project due to unforeseen circumstances, he will find an acceptable substitute who will work under this agreement or a separate agreement, or he will reschedule at the earliest possible mutually acceptable date. If the customer cancels, Roger will work and invoice for the notice period; if the customer prefers Roger not to work during the notice period, payment will still be due. If the customer delays or reschedules a project, the customer agrees to pay Roger at his full rate for up to 20 work days; thereafter the project is considered cancelled. These fees are not for services to be performed after the postponement or cancellation, but are to compensate Roger for maintaining his availability for the project. Delays, rescheduling, or postponement may render the project agreement null and void with no further penalties to either party, and reinstatement may require a new agreement, at either Roger's or the customer's discretion.

Agreement and Acceptance

Signatures indicate agreement and acceptance of the terms and conditions described herein. Any modifications to these standard terms and conditions must be in writing, attached to this document, dated, and signed separately by both parties. See also the Letter of Agreement for this project.

Roger Fienhold Sheen
for infotexture

Authorized Signer
for Customer