

# Standard Terms and Conditions

## Daily Rate Projects

### Fees and Expenses

Fees for consulting, facilitating instruction, and developing materials are outlined in each individual proposal, scope of work, letter of agreement, or course description. Fees may include development and production of print materials and preparation time. Billable expenses in connection with a project include reasonable and customary out-of-pocket items such as travel, meals and lodging, duplicating, shipping, and rental of special equipment.

### Invoices and Payment

The proposal, scope of work, letter of agreement, or course description describes the fees for the project. Payments on all invoices are due upon receipt unless a separate payment schedule is agreed to in writing before work begins. Betsy reserves the right to stop work on a project if payment is late, to resume only when payment is made, and to alter the project schedule accordingly. If any undisputed 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 delivering invoices to the proper person for payment. Betsy Frick is the only person with authority to sign written modifications or additions to the project on behalf of Betsy Frick.

### Confidentiality

Betsy Frick agrees to maintain the confidentiality of any information relating to the customer company that she receives in the course of the project.

## **Project Modifications**

Each project requires a separate proposal, a project scope document, a letter of agreement, or a course description, developed, agreed to, and signed by Betsy Frick and the customer representative before Betsy begins work. Any expansion or modification of the project requires written approval of the customer representative and Betsy Frick.

## **Staffing**

Betsy Frick performs or closely supervises all services performed for your project. Betsy restricts commitments to other customers to the extent necessary to complete your project in a timely manner. Betsy Frick and her 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.

## **Access to Customer's Staff**

Betsy Frick will have reasonable access to the customer representative and resources as needed to perform the services needed to complete the project in a timely manner.

## **Proprietary Materials**

Betsy Frick warrants that any material written by her will not violate any existing copyright or trademark. Any material provided by the customer will not violate any existing copyright or trademark.

All work in progress belongs to Betsy Frick. Betsy Frick retains the copyright on all materials developed for facilitation and instruction for a customer. The customer must obtain Betsy's written consent for any use of any materials after a training event, including the materials distributed to students. Generally, student materials are for their use during the sessions and for future reference. Customer personnel may not copy, distribute, or use the materials for any other purpose, unless specifically agreed in writing. The customer will take reasonable steps to prevent the unauthorized use of the materials. Videotaping of any training event is not permitted without Betsy's written permission.

## Canceling or Postponing a Project

Betsy Frick will make a good-faith effort to ensure that her work meets the agreed schedule and is carried out to our mutual satisfaction. Should Betsy have to postpone a training event or consultation due to unforeseen circumstances, she will find an acceptable substitute who will work under this agreement, or she will reschedule at the earliest possible mutually acceptable date, at customer's option. Because business conditions change, at some time a customer may need to cancel an engagement. Betsy requests that her customers notify her in writing of the need to cancel at least 30 days prior to the engagement. For cancellations made within 30 days of an engagement, Betsy will invoice for 50% of the contracted fee. This fee is not for services to be performed after the cancellation, but is to compensate Betsy for maintaining her availability for the project.

## Limit on Liability

Betsy Frick cannot be held liable for any inaccuracies of content in completed projects. Betsy's liability for such is limited to the amount she has already been paid for the project.

## Agreement and Acceptance

Signatures indicate agreement and acceptance of the terms and conditions as described. Any modifications to these standard terms and conditions must be in writing, attached to this document, dated, and signed by both parties.

## Plain Language Solutions

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Betsy Frick, Owner Date

## Customer

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Authorized Signer for Customer Date