

WEST COOPER LLC

FULL TERMS OF SERVICE

(2019 VERSION)

Pricing

1. Varies according to project | \$20 Travel fee within city of Santa Fe | NM Gross Receipts Tax.
2. Appointments changed for 1 hour minimum and prorated every 15 minutes beyond that.
3. Projects exceeding \$500 will be quoted for labor and materials on a per case basis.
4. Payment is due within 30 days of receipt of invoice and subject to late fees of 1.5% per month.
5. Email and phone correspondences free up until 30 minutes spent on a single call or email.
6. Rates stated herein are fixed at the time of formally beginning a project.
7. Pending bills sent out every 30 days on projects where payment isn't made on-site.

Scheduling

1. Proposed appointment times will be available for the client to select 24 hours after suggested times are presented.
2. A confirmation call, text or email will often be made prior to an appointment.

Personal Information

1. Passwords

- a. Login credentials will be requested in order to complete certain tasks.
- b. Client login credentials will be saved until the project is completed or client requests deletion.
- c. Clients should change any passwords pertaining to the project soon after the project's completion.

2. Data Safety

- a. Client should have possession of a backup copy of their data before sending any files.
- b. If client needs assistance with backups, that can be provided.
- c. Before receiving any equipment containing client's important data, client must review and sign off on the terms stated in the *Client Data Agreement* document.

3. Personal / Business Data

- a. Client's name, email address, phone number and address will be saved into my system in order to ensure we can contact each other in the future.
- b. The client's personal information will never be shared with any third parties or used for marketing purposes.
- c. Any of the client's data that can still be used to assist in continued work after a project will be saved. Client can request the deletion of any data on record.

Design & Media Projects Terms of Service

1. Project Estimates

Any estimate provided will be within $\pm 15\%$ of the final project cost. Estimates are provided for the budgeting convenience of the client. Due to the variable nature of creative projects, the 15% margin will allow for more flexibility in the project, should it be required.

2. Large Project Revisions

Should a significant change or addition be requested by the client, I will provide the client with a change order document detailing the revision and its estimated cost. Every effort will be made to keep the client apprised of additional costs and approval for such will be acquired before proceeding with any such work. In most cases, work done beyond the project but related to the main project will be offered at a discounted rate of \$25 /hr if a fixed price was agreed upon for the project itself.

3. Outside Costs

Any outside costs, such as hosting, domain registration, procurement of supplies, are estimated to the best of my ability based on initial research. If outside costs are obtained by me, an additional handling fee of 10% will be included in that estimate.

4. Rush Orders

In the event the client needs work completed ahead of the originally agreed upon due date, or the scope of work is increased while not extending the agreed upon deadline, an extra agreed upon fee will be charged.

5. Proofreading & Final Approval

Every effort will be taken to proofread the final work for spelling, grammar and content errors. Before going live or publishing anything, the client will have an opportunity to review the

completed work before signing off on it, after which West Design Tech cannot be held responsible for errors in the finished work.

6. Projects Placed on Hold

Projects placed on hold for more than 30 days will automatically be billed for work completed up to that point and are subject to termination and revised estimate if kept on hold for 60 days.

7. Due Dates

Every effort will be made to meet the client's deadline for completion of work, but occasionally events outside of West Design Tech's control can delay work. In the event this happens, every effort will be made to procure the services of another professional to fulfill these obligations. If that does not succeed, then another solution can be worked out with the client and if necessary a full or partial refund can be issued. Should the deadline not be met due to delays on the client's end, such as supplying content on time, then the client assumes responsibility for that.

8. Use of Work in Portfolio

West Design Tech reserves the right to use any design and media work created in a portfolio, design competition, design publication or similar promotional material unless formally requested by client not to.

9. Termination of Project

Client has the right to terminate the agreement in writing. In the event of agreement termination, West Design Tech will be paid for all expenses incurred on all fees for work done up to date of termination. Any partially completed work can either be paid for by the client to obtain copyright or a refund can be issued for that partially completed work, but copyright remains with West Design Tech.

10. Model Releases

Client is responsible for hiring any models for use in photographic and/or video work. Assistance can be provided for this role if necessary.

11. Client Responsibilities

Every effort will be taken by West Design Tech to ensure that all work is done to the highest standards of quality and professionalism. Upon formal initiation of a project until its completion, West Design Tech is under the responsibility of the client and will not be liable for any losses, expenses, judgments, claims, suits, demands, actions, complaints or damages attributed to anything done or omitted to be done by West Design Tech during project duration.

12. Amendments to Terms of Service

All terms of services stated herein will remain valid and unchanged throughout the entire project. These terms are subject to change in the future for new projects.

13. Warranty and Guarantee

All services performed are guaranteed to meet the satisfaction of the client. A 90 day warranty on all work is provided upon the completion date of the project(s). The warranty will be honored only for work related to what services were provided as detailed in the invoice. Warranty service rendered will be between 1 and 3 hours of service, depending on the scope of the original project. Unrelated work may be charged accordingly.

IT Services Terms of Service

Disclaimer

You agree to authorize West Design Tech to perform repairs and maintenance on your computer(s) and/or other devices. The agreed upon work will only be performed once authorization has been given through the signed contract.

1. Project Estimates

1.1 For repairs

For any repair jobs, an estimate will be provided within $\pm 15\%$ of the final repair cost. Estimates are provided for the budgeting convenience of the client. West Design Tech makes every effort to provide an accurate quote, but due to the complex nature of many computer problems, the scope of work can sometimes expand once the repair has begun and further unforeseen issues arise. Further parts and/or servicing may be required as the work progresses. In such an event, the client will be provided with a revised quote for approval detailing the updated scope of work. Should the client choose not to proceed with the newly required work, the machine will be restored as best as possible to working order (if it was originally working) and all parts purchased up to that point get transferred to the client unless otherwise agreed upon.

1.2 For Other Services

All other services provided will be quoted within $\pm 15\%$ of the final repair cost as to allow for more flexibility in the project should it be required.

Estimates are valid for 60 days following their receipt by the client, upon which its subject to change.

2. Length of Repair

In most cases, an accurate completion date for the work will be provided to the client. However due to possible unforeseen issues, such as necessary replacement parts being out of stock, the final completion date may be pushed back further. Completion dates are provided as a minimum baseline for when to expect the work to be finished and every effort will be made by West Design Tech to ensure that deadline is met.

3. Rush Orders

In the event the client either needs work completed ahead of the originally agreed upon due-date, or the scope of work increased while not extending the agreed upon deadline, an extra fee will be charged.

4. Backup of Client's Data

Every effort is made to ensure the safety of the client's data while working on their computer(s). However it is the responsibility of the client to make sure all of their data on computer(s) being serviced is safely backed up. Assistance will be offered to ensure all data is properly backed up. Once all data is backed up to the client's satisfaction, they will need to sign off on that before work can proceed.

5. Confidentiality Agreement

All private and personal data stored on the computer(s) you bring in for servicing that may be viewed by West Design Tech will be kept completely confidential unless required by law.

6. Due Dates

Every effort will be made to meet the client's deadline for completion of work, but occasionally events outside of West Design Tech's control can delay work. In the event this happens, every effort will be made to procure the services of another professional to fulfill these obligations. If that does not succeed, then another solution can be worked out with the client and if necessary, a full or partial refund can be issued.

7. Projects Placed on Hold

Projects formally placed on hold for more than 30 days will automatically be billed for work completed and are subject to termination and a revised estimate if kept on hold for 60 days.

8. Termination of Project

Client has the right to terminate the agreement in writing. In the event of termination, West Design Tech will be paid for all expenses incurred on all fees for work done up to date of termination. The client takes ownership of any parts acquired up to that point.

9. If Repair Isn't Possible

If after beginning any repair and it's later determined the computer is unrepairable, the client will not be charged and will receive a refund for any initial deposit made.

10. Client Intake Form

Client will in most cases be asked to fill out a simple intake form before work officially begins. This information will be saved so we can easily stay in contact and will never be shared outside West Design Tech without client permission.

11. Warranty and Guarantee

All services performed are guaranteed to meet the satisfaction of the client. A 90 day warranty on all work is provided upon the completion date of the repair or service. The warranty will be honored only for work related to what services were provided as detailed in the invoice.

Warranty service rendered will be between 1 and 3 hours of service, depending on the scope of the original project. Unrelated work may be charged accordingly.