# PATIENT CARE CENTRAL TERMS & CONDITIONS

**1. Services**

This agreement covers consulting, design, manufacturing, and delivery services provided by Allen Perri Design Group, Ltd. DBA Healthcare Inspirations (APDG/ HCI ) for each project initiated between Client and APDG.

**2. Time for Payment**

All invoices are payable within 30 days of receipt and become past due 31 days from receipt. If invoice matures to 45 days production will stop on any in-house projects until payment is received in full. If production is stopped, the project may be rescheduled. Customer will be notified of new schedule if this occurs. A 1-1/2% monthly service charge is payable on all balances. The grant of any license or right of copyright is conditioned on receipt of full payment.

**4. Default in Payment**

The Client shall assume responsibility for payment of all collection and legal fees necessitated by default in payment.

**5. Estimates / Billing**

A detailed estimate will be provided in advance for each project under this agreement. Unless specific terms are detailed in your estimate, projects will be billed 50% against estimated expenses for all labor services and deliverables with progress billings as follows:

**Projects lasting longer than 30 days will be billed as follows:**

i) If client has paid a deposit, then 25% of the project balance will be billed at each 30 day interval until completion. If a balance remains after these incremental billings, a final invoice will be rendered for the remaining balance.

ii) If client has not paid a deposit, then 25% of the total project will be billed at each 30 day interval until completion. If a balance remains after these incremental billings, a final invoice will be rendered for the remaining balance.

Fees and expenses estimated are minimum estimates only. Final fees and expenses shall be shown when invoice is rendered. **The Client's approval shall be obtained for any increases in fees or expenses that exceed the original estimate by 10% or more.**

**6. Changes**

The Client shall be responsible for making additional payments for changes requested by the Client outside the original project scope. However, no additional payment shall be made for changes required to conform to the original assignment description. The Client shall offer APDG/HCI the first opportunity to make any changes.

**7. Expenses**

The Client shall reimburse APDG/HCI for all expenses including transportation, overnight delivery and messenger services.

**8. Cancellation**

In the event of cancellation, ownership of all copyrights and the original artwork shall be retained by APDG/HCI, and a cancellation fee for the work completed, based on the contract price and expenses already incurred, shall be paid by the Client. If raw goods are purchased to manufacture your order (paper, laminate, framing materials, etc.) and you cancel your order after we have acquired these goods, then a 20% cancellation fee equal to the value of the raw goods will also be due.

**9. Uniform Commercial Code**

The above terms incorporate Article two of the Uniform Commercial Code.

**10. Arbitration**

Any disputes in excess of $3,500.00 arising out of this agreement shall be submitted to binding arbitration before the Joint Ethics Committee or a mutually agreed upon Arbitrator pursuant to the rules of the American Arbitration Association. The Arbitrator's award shall be final, and judgement may be entered in any court having jurisdiction thereof. The Client shall pay all arbitration and court costs, reasonable attorney's fees and legal interest on any award or judgement in favor of APDG/HCI.

**11. Acceptance of Terms**

The client's signature on this document will constitute acceptance of this agreement. This agreement will remain in effect for all future projects .

**12. Portfolio**

APDG/HCI reserves the right to use a representation of the work produced for the Client online and in print for the purposes of marketing. No additional fee or concession will be due the Client for this use.

_____
Client Signature

_____
Please print name                                Title

_____
Date