

TERMS AND CONDITIONS OF SERVICE

SCOPE OF SERVICE. CONSTRUCTO provides design services for preparation the drawings, 3D renders and 3D models for residential remodeling and construction projects. Structural engineering will be provided by retained professional licensed engineers. Energy compliance calculations (aka Title 24) will be provided by retained licensed/registered professionals and proceedings will be registered with state (if required). Permitting services are limited with the process, established in subject jurisdiction (CONSTRUCTO have no control over the permitting process or timeline).

REVISIONS. Each CONSTRUCTO project includes three revisions of architectural drawings in price, subsequent revisions should be requested and purchased separately. Structural drawings are not the subject to revision if architectural design/drawings have been approved. If revisions outside original scope of work will be requested by you or local authorities we provide you with quote for additional scope of work which is due at the time of approval.

LIMITATIONS. The scope of service for architectural drawings is limited to site-built conventional wood framing requirements, max 2 story single family dwellings. The scope of engineering services is limited to conventional wood framing requirements, max 2 story single family dwellings, standard type of foundation (slab on grade or crawlspace), standard type of roofing (gable or hip, no trusses). Seismic analysis/design are not included and subject to custom quote. Custom headers design is not included and subject to custom quote. Projects on properties subject to Alquist-Priolo Act or similar legislation are subject to custom quote. Flood hazard, high groundwater table, inadequate soil and similar conditions should be assessed by licensed geotechnical engineer (not included in standard package/scope and should be quoted separately). If your project requires custom approach (like use of structural steel, big openings, complicated roof shape, etc.) please consult with us to receive the custom quote for additional service.

PERMITTING. We will communicate with local authorities during plan check and address all correction requests if permitting option has been selected and paid. If this option is not selected it is your responsibility to apply for permit and communicate with local authorities, but you can request us to respond on city/county correction requests. In this case all communications should be limited to direct emails between you and CONSTRUCTO. If this option is selected for projects where structural engineering and Title 24 calculations is not included, it is client's responsibility to provide us with all required drawings and calculations and to bear the risk of compliance issues and possible effect on the permitting process.

QUOTES VALIDITY. All quotes are valid for 5 days, prices may be changed without notice.

FEES. All applicable fees and payments to local/state authorities (i.e. plan check fees, permit fees, etc.) not included and should be paid by client directly or immediately reimbursed to us. In addition to CONSTRUCTO compensation, reimbursable expenses include, but not limited to: costs for printing, plotting, modeling supplies; fees of consultants engaged by CONSTRUCTO at your request other than those included as a basic service; and fees paid by CONSTRUCTO to local authorities in connection with the project, if any. All fees due to CONSTRUCTO and retained professionals/vendors are due on approval, prior to delivery/release of service.

TERMINATION. You have the right to terminate the project at any time at your convenience. The actual expenses will be calculated and deducted from the amount you paid and the remainder will be refunded to the credit card used at the time of payment.

RISK ALLOCATION AND INDEMNIFICATION. By using our service you agree to limit the liability of CONSTRUCTO for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, so that the total aggregate liability of CONSTRUCTO shall not exceed the fee received for the service. By using our service you agree to indemnify, defend and hold harmless CONSTRUCTO (including but not limited its officers, shareholders, consultants, vendors, providers, advisors, employees and agents as the same may be constituted now and from time to time hereafter) against any and all liability, losses or damages or any expenses whatsoever to CONSTRUCTO as a result of any claims, demands, damages, costs or judgments against it that may arise in connection with or as a result of CONSTRUCTO providing its services to its clients, including, but not limited to, a claim based on CONSTRUCTO's own negligence, even if such claim is false or fraudulent, or liability that may arise as a result of the theft of the information from clients and/or its use by any unauthorized user.

OWNERSHIP AND USE OF DOCUMENTS. The drawings, specifications and other documents prepared by us are the instruments of CONSTRUCTO service allowed for use solely with respect to your project. CONSTRUCTO is the author of these drawings, specifications and other documents and retains all common law, statutory and other reserved rights, including the copyright. You are permitted to retain copies of CONSTRUCTO drawings, specifications and other documents only for the project you have paid for. This permission cannot be transferred to anyone other than your contractor for this project without our prior written consent. CONSTRUCTO drawings, specifications or other documents cannot be used on other projects, for additions to this project or for completion of the project by others without our prior written consent.

ESTIMATES. If you selected and paid for CONSTRUCTO Construction Costs Estimate option, we provide you with the detailed price opinion based on the scope of work of your project and pricing data, provided by RSMeans and/or collected with local service providers. Due to the fact that we have no control over construction costs or contractors' prices, any cost estimates (if any) are made on the basis of experience and judgment as a design professional, but CONSTRUCTO cannot and does not guarantee that contractors' proposals and bids as well as actual construction costs will not vary from our estimates.

REFERRALS. CONSTRUCTO may participate in referral relations with certain providers/vendors and pay or receive a referral fee for marketing and other purposes. By using the service you grant us the permission to use the project information in such an exchange unless you direct us in writing to not to use your information.

STANDARD OF CARE. The standard of care for the CONSTRUCTO services will be comparable to the skills and care used by reasonable designers practicing under similar circumstances. CONSTRUCTO makes no warranties, expressed or implied, in connection with CONSTRUCTO services.

CLIENT'S RESPONSIBILITIES. It is your responsibility to provide us with the detailed design guidelines, fully outlining desired proceedings and all required professional, legal, accounting and insurance counseling services as may be required for the project. If required by scope of work and/or local authorities, you also need to provide us with all required land surveys, geotechnical investigations, structural engineering and other information, relating to existing conditions at the project site. CONSTRUCTO will rely upon the completeness and accuracy of such services and information. If you become aware of any fault or default in the project, you need to promptly notify us.

COPYRIGHT. CONSTRUCTO have the right to include photographic or artistic representations of the property and design of the project among the CONSTRUCTO's promotional and professional materials. You agree to provide us with reasonable access to the completed project to make such representations, if requested.

The terms "CONSTRUCTO," "we," and "us" include Constructo Inc. and our affiliates and subsidiaries.

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