

## Lawrence Fine Art Services Terms and Conditions

These terms and conditions shall govern all transactions between Art Care International, dba Lawrence Fine Art Services (“Us”) and Our clients (“You”) and shall be incorporated by reference into any and all work orders, bills of lading and/or storage contracts between Us and You.

- Limits of Our Liability** Our maximum liability for loss of or damage to any of Your property handled or stored with Us in any way, excluding Our negligence or willful misconduct, is limited to the lesser of \$0.60 (sixty cents) per pound as determined by actual Weight of unwrapped goods, or \$100 (one hundred dollars) per item. You hereby waive all claims against Us and indemnify Us for any such loss, damage or liability, and the cost and expense of defending against claims relating thereto in excess of such limits. In addition to the limits set forth herein, You agree that We shall have no liability whatsoever for any loss or damage to Your property due to i) acts of war or terrorism; ii) earthquake, flood or other natural disaster or severe Weather; iii) Your negligence, including Your failure to properly wrap or pack Your property; or iv) deterioration due to defects in construction or workmanship, normal wear and tear or contamination. In no case shall We be responsible to You for any consequential damages, including but not limited to loss of use, income or market or any claim other than or that exceeds the actual cost to repair or replace Your property.
- Claims for Loss or Damage** You must make any claims for loss or damage to Your property in writing to Us within 30 (thirty) days of Our delivery of Your property to You or to a party You designate, and You must allow Us to inspect any property subject to a claim against Us.
- Failure of Delivery** In the event We are unable to deliver Your property as directed by You, We may, at Our discretion and upon notice to You, reattempt delivery, retain and store Your property, or return Your property to You. Unless such a failure of delivery is due to Our negligence, You shall pay Us for the initial delivery attempt, and, at Our then prevailing rates, for any services We provide You due to such failure.
- General Lien** We shall have a general lien on any and all of Your property in Our possession for charges due Us for any and all services provided by Us to You and amounts advanced by Us on Your behalf, including the costs of collecting such charges from You. If We sell Your property in settlement of this lien, We shall first apply sale proceeds to any amounts owed by You to Us, including reasonable interest, storage, transportation and sale expenses, and then remit any remaining amount to You. You shall remain liable to Us for any amounts owed by You to Us not recovered by such sale.
- Ownership of Property** By tendering property to Us, You warrant that You are the rightful owner of such property or have been granted the right to tender the property to Us and contract for services with Us by the rightful owner of the property,
- Reliance on Estimates** Any estimate provided by Us to You is for informational purposes only and depends on the accuracy of information provided by You. Unless We have agreed, in advance and in writing, to a fixed or maximum charge for any services provided to You, Our actual charges may be greater or less than Our estimates and will reflect actual time spent (including but not limited to preparation, loading/off loading and drive time to/from the job), materials used and third party services.
- Vendor Coordination** We coordinate selective services that We do not offer in-house at a charge based on the amount charged us for such services by Our vendors and/or industry partners plus a fee of 17.65%.
- Credit Terms** Until Your credit has been established with Us, full payment for services will be due and payable prior to shipping, or upon completion of the project, or if payment in advance is required by Our vendor, at Our sole discretion.
- Late Payments & Deposits** A late fee of 1.5% per month on the outstanding balance will be added to any invoice which has not been paid by the due date. In addition, discounts, if any, will be rescinded if the invoice is not paid by the due date. In the event any invoice is not paid by the due date, You irrevocably authorize Us to charge the delinquent amount to Your credit card, if such credit card information is on file with us.
- Overtime Policy** Any labor outside of standard business hours (8:30 AM to 4:30 PM, Monday through Friday) or in excess of 8 (eight) hours in a single day will be subject to Our overtime rates, per staff member, which are as follows: time and a half for business day labor between 4:30 PM and 6:00 PM or between 6:00 AM and 8:30 AM or on Saturday, and double time for labor any day between midnight and 6:00 AM and on Sunday and holidays. . Overtime jobs will be negotiated on an individual basis
- Minimum Labor Charge** Labor which begins or extends after 6:00 PM or begins before 7:00 AM, and labor on Saturday, Sunday and holidays, will have a 4 (four) hour minimum charge. Our standard rate for an 8 (eight) hour workday is to charge for 7.5 hours, deducting a half hour for lunch. For projects lasting less than 6.75 hours We charge for actual time. For projects 6.75 hours or more We charge minimum 7.5 hours unless We can assign that staff to other billable projects to fill the additional time.
- Cancellation Policy** In the event You cancel job with Us within 3 (three) business days of when the job was scheduled to commence, and We cannot reallocate Our staff to other billable jobs, We reserve the right, at Our discretion, to charge You a portion of the job, based on the time We anticipated the job to take. Charges will be calculated as follows: Jobs cancelled by You within 3 (three) business days will be subject to 25% (twenty five percent) of the anticipated job billing; Jobs cancelled by You within 2 (two) business days will be subject to 50% (fifty percent) of the anticipated billing, Jobs cancelled by You within 1 (one) business day will be subject to 75% (seventy five percent) of anticipated billing. Jobs which involve shipping or other contracted services may carry an additional cancellation fee if the vendor charges a fee in excess of Our cancellation fee.
- Booking Holds** Our limitations for holding slots on Our schedule for requested jobs prior to confirmation and booking are as follows: Job requests made 1 (one) month before the job date will be held for 1 (one) Week; job requests made 1 (one) Week before the job date will be held 1 (one) day; job requests made less than 1 (one) Week before the job date will only be held if no one else requests that time slot, but We will make every effort to notify You before We release the time slot.
- Receipts and Releases** All estimates and quotes for receiving property into or releasing it from Our warehouse assume that such property is properly wrapped and packed for storage and/or transportation and free of contamination. All costs of packing and/or crating connected with receipts and releases including labor and materials, will be charged separately.
- Governing Law** These Terms and Conditions shall be construed and interpreted in accordance with the laws of the State of California.