



TERMS & CONDITIONS

Please read these terms of use carefully. By agreeing to the Terms & Conditions and using my services, you acknowledge that you understand, agree, and are bound by these terms.

Relationship of the Parties. Client and **Jennifer Jo Berman dba: Synchronize My Space** intend that the relationship created and the services offered shall be that of service recipient and independent contractor.

Prohibited Conduct. You are solely responsible for your conduct while on my site, and agree to abide by all laws, contracts, intellectual property and third-party rights.

Deposit. A Non-Refundable Deposit of \$125 is required to secure your date of service.

Payments. An additional deposit of 50% of estimated hours of service is due 7-days prior to service date. All remaining monies owed are due at the conclusion of service plus any additional expenses incurred as out line below.

Expenses. Client shall reimburse **Jennifer Jo Berman dba: Synchronize My Space** for any pre-approved out-of-pocket expenses **Jennifer Jo Berman dba: Synchronize My Space** incurs that are directly related to services it provides. **Jennifer Jo Berman dba: Synchronize My Space** shall provide customary documentation evidencing such expenditures. This will include our hourly rates for travel time, which will be billed at a ½ rate. In addition, any lodging will also be billed as an expense. *Travel Time is calculated on any mileage over 25-miles from Laguna Niguel, California.*

Termination. Either party may terminate the Proposal at any time for any reason by providing the other party with thirty (7) days advance notice.

Cancellation. In the event that Client cancels service with in 7-Days, Client understands that the deposit will be forfeited.

Confidentiality. **Jennifer Jo Berman dba: Synchronize My Space** and Client agree at all times during the term of service and thereafter, to hold in strictest confidence, and not to use, except for the benefit of the other party, or to disclose to any person, firm or corporation without written authorization of the other party, any Confidential Information. "Confidential Information" means any proprietary information, data, trade secrets or know-how, recipes, financial information, products, services, databases, customer lists and customers, markets, developments, inventions, processes, formulas, technology, designs, drawings, marketing, finances or other business information disclosed by one party to the other, either directly or indirectly, in writing, orally, by drawings, or by observation. "Confidential Information" does not include any of the foregoing items

that has become publicly known and made generally available through no wrongful act of the receiving party or of others who were under confidentiality obligations as to the item or items involved. Upon termination or completion of the Proposal, each party will deliver to the other all property of the other party, including any written memorial of, or documents relating to, the information described above.

Indemnifications and Limitation of Liability. **Jennifer Jo Berman dba: Synchronize My Space** shall not be responsible to Client for any consequential or special damages. In no case shall **Jennifer Jo Berman dba: Synchronize My Space** be responsible to Client for damages that exceed the amount that it is paid by Client pursuant to the Proposal (excluding any expense reimbursements). Client shall defend, indemnify and hold **Jennifer Jo Berman dba: Synchronize My Space**, its officers, directors, employees, agents and affiliates harmless from and against any and all claims, suits, liabilities, judgments, losses, damages, costs or expenses (including reasonable attorneys' fees and costs) arising out of: (i) the breach of any provision by the Client contained herein; (ii) the violation of any law by the Client; or (iii) any negligent act, misfeasance, or nonfeasance by Client or any of its agents, servants or employees. This indemnity will be in addition to any other rights and remedies to which **Jennifer Jo Berman dba: Synchronize My Space** may be entitled by law or equity.

General Provisions. (a) The Proposal may not be amended except by an instrument in writing. (b) Neither Client nor **Jennifer Jo Berman dba: Synchronize My Space** shall assign any rights or obligations under the Proposal. (c) If any part of the Proposal is found to be invalid, unenforceable, or void, the remainder of the Proposal shall remain in full force and effect. (d) The Proposal shall be governed by and construed in accordance with the law of the State of California. (e) Any dispute arising out of or relating to the Proposal shall be submitted to courts located in Orange County, California. (f) In any court action at law or equity that is brought by one of the parties to enforce or interpret the provisions of the Proposal, the prevailing party will be entitled to reasonable attorneys' fees, in addition to any other relief to which that party may be entitled. (h) The terms and conditions of Sections One through Eight shall survive termination of the Proposal. The Proposal may be executed in any number of counterparts (including any facsimile counterparts), each of which shall be deemed an original, but all of which together shall constitute one and the same instruments

Intellectual Property Rights. All items, plans concepts, scope of work and areas considered intellectual property created by **Jennifer Jo Berman dba: Synchronize My Space** will remain solely with Client and ownership.

Modification of Terms. At my discretion, **Jennifer Jo Berman dba: Synchronize My Space** may edit, add, or remove parts of this agreement. If I do make changes to these Terms of Use, I will make a reasonable effort to provide notice.

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