



## DESIGNER SPACE AGREEMENT

This DESIGNER SPACE AGREEMENT (this "**Agreement**"), dated \_\_\_\_\_, is by and between Designer Services Annex, LLC, a Georgia Limited Liability Company ("**DSA**") and \_\_\_\_\_, ("**Client**") and, together, collectively referred to herein as the "**Parties**," or individually, a "**Party**". Attached hereto as Exhibit "A" are DSA's Terms and Conditions, which are fully incorporated herein as part of this Agreement.

### **Goods:**

Any and all items shipped to DSA, whether for the purpose of receiving, storage, or delivery shall constitute "Goods" for the purpose of this Agreement. All Goods shall be shipped to and stored at DSA's warehouse located at 4215 Montgomery Street, Savannah, Georgia 31415 (hereinafter the "**Warehouse**").

### **Data Management:**

DSA stores client information as well as information about the Goods shipped, stored and delivered by its clients into a data management software system called Asset Panda (hereinafter "**Asset Panda**"). Therefore, Client must enter all Goods to be received by DSA at its Warehouse into Asset Panda under Client Name and Client Project. Client understands that DSA is relying on the information provided by Client in Asset Panda when receiving, storing, handling and shipping Client's Goods.

- All fields marked \* must be completed by Client and Client must include a description of all Goods being shipped, delivered or stored at the Warehouse.
- Client may, and is encouraged to, upload a picture of any Good being shipped, delivered or stored at the Warehouse.
- Client must pay an additional cost for all asset fields marked \*\*.
- Client must provide an estimated arrival date for all Goods being shipped or delivered to the Warehouse into DSA's Asset Panda.

DSA may provide administrative assistance with entering any Goods into DSA's Asset Panda if requested by Client in writing and Client must provide DSA with order information concerning the Goods with its request. However, if Client fails to enter the required information into Asset Panda, DSA will enter such information into Asset Panda upon receipt of the Goods. Any information inputted into Asset Panda by DSA, whether requested by Client or not, will be subject to the fees referenced in the Rate Sheet, which is attached hereto as Exhibit "B" (hereinafter the "**Rate Sheet**").

### **Receiving:**

DSA will receive Goods shipped by Client to the Warehouse. DSA will confirm packaged Goods meet the description and photograph provided by and uploaded by Client into DSA's Asset Panda, if such description and photograph were provided by Client. Additionally, DSA will

upload a photograph of each Good received into Asset Panda. Client will receive an automated email notification when the Good is Received into Asset Panda.

Unpacking, inspection, and additional photographs of the delivered Goods are available if selected by Client in Asset Panda and are subject to the fees referenced in the Rate Sheet.

DSA reserves the right to refuse receipt of Goods that were not previously entered into Asset Panda, or Goods that appear to be damaged. However, Client understands and agrees that DSA is not responsible for verifying the condition of Goods when received, and although DSA may notice damaged Goods at the time of receipt, DSA is not responsible for identifying damages and Client acknowledges that Goods may be damaged during shipment by no fault of DSA, even though such damages may not be detected until after delivery and receipt of the Goods.

**Storage:**

DSA will store Goods shipped or delivered to the Warehouse for Client. Client must specify in Asset Panda, under Client's Name and Client Project, information about how each Good shall be stored. DSA will continuously store Client's Goods so long a Client makes timely payments or is otherwise not in default of this Agreement. However, Client must provide an estimated storage duration time for each of Client's projects into Asset Panda. Unconditioned and Conditioned storage spaces are available at various rates as shown on the Rate Sheet, though unconditioned storage will automatically apply unless otherwise selected by Client in Asset Panda.

Temporary ten (10) day storage is available to Client at no charge. Storage rates will begin on the 11<sup>th</sup> day with DSA. Storage rates will not apply if Good is stored with DSA for less than (10) days in a given month.

Long-Term Storage is also available and subject to the terms and conditions of the Designer Space License Agreement, which, if applicable, will be attached hereto as Exhibit "C" (hereinafter the "**Designer Space License Agreement**"). If Client elects DSA's Long-Term Storage service, then Client will be bound by both the terms of this Agreement and the Designer Space License Agreement. In the event of a conflict between the terms of this Agreement and the Designer Space License Agreement, this Agreement shall prevail. The provisions of this Agreement shall be incorporated into and be considered part of the Designer Space License Agreement.

Storage rates are based on the size of a single Good unless "Shelf Rate" can be applied. "Shelf Rate" will apply when multiple Goods for a single Project fit on a single shelf. Storage rates are applied monthly to the Client's Project and begin upon receipt of the first Good to be stored. Storage rates of single Good projects and Goods which exceed shelf size will be based on the Good itself without "Shelf Rate" applied.

DSA will not allow public entry into the Warehouse to ensure privacy and security for all Goods stored by DSA's clients. Client may request personal inspection for any of their Goods stored in the Warehouse upon twenty-four (24) hour written notice to DSA.

**Delivery:**

DSA offers delivery and installation services for its clients. Client must specify the provider information for all deliveries and installations into Asset Panda. Client must provide DSA a written list of all Goods which have been received by DSA by their respective Asset ID number and for which Client requests delivery or installation services. Client must make delivery and installation requests to DSA at least forty-eight (48) hours in advance of the requested delivery and installation time. A DSA "Project Delivery Pull List" will be issued at the time of delivery or installation for signature to confirm the delivery of the Goods from DSA to Client. Client may be charged a Full Day Delivery Charge for any previously scheduled delivery and installation service if such services are canceled by Client less than forty-eight (48) hours from the requested delivery and installation time.

DSA offers installation of the Goods at Client's delivery location (hereinafter "**Install Delivery**"). If Client requests Install Delivery, Client must provide the estimated time needed and contact information for Client's representative who will be on site and responsible for the supervision and condition of the Install Delivery location. Additionally, Client must provide any other pertinent information required for Install Delivery such as, but not limited to, the number of floors at the location, the minimum doorway width, truck accessibility, whether a gate pass is required, whether the building or residence is occupied, etc. Client must provide such information to DSA prior to scheduling the Install Delivery. Any item delivered by DSA which exceeds 150 pounds will require a minimum of three (3) DSA agents on site.

If Client has existing Goods at the Install Delivery location that need to be moved but time was not allocated to complete such move, DSA may request Client to schedule another date for DSA so DSA may maintain its other scheduled commitments.

DSA may provide site visit and install consultation upon request.

DSA charges rates according to the attached Rate Sheet. DSA reserves the right to alter, amend and/or update the applicable rates from time to time.

Please refer to Rate Sheet for service details and fees.

[SIGNATURE PAGE FOLLOWS]

*The parties acknowledge and accept the Terms and Conditions of this Agreement.*

**Client**

Printed Name: \_\_\_\_\_

Signed: \_\_\_\_\_

Date: \_\_\_\_\_

**Designer Services Annex, LLC**

Printed Name: \_\_\_\_\_

Signed: \_\_\_\_\_

Date: \_\_\_\_\_



## **EXHIBIT "A"**

### **Terms and Conditions**

#### **1. ACCEPTANCE**

*(a) This Agreement must be accepted within thirty (30) days from the proposal date by signature of Client. In the absence of written acceptance, the act of tendering Goods described herein for receiving, storage, delivery or other services by DSA within thirty (30) days from the proposal date shall constitute acceptance by Client. Client has had the opportunity to review and inspect the Warehouse and finds it to be suitable for the storage of Client's Goods and agrees to accept the Warehouse storage space "AS-IS," "WHERE-IS," and "WITH ALL FAULTS" on the date hereof. THE PARTIES DO NOT MAKE ANY WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THIS AGREEMENT, THE WAREHOUSE SPACE, THE BUILDING, OR THE REAL PROPERTY OR PROPERTY INTERESTS, INCLUDING THE WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. Notwithstanding the time for acceptance stated above, if Client tenders Goods for acceptance at any time after executing this Agreement, the terms of this Agreement will govern the storage of such Goods unless Client has executed a substitute agreement or unless DSA has waived or modified the terms of this Agreement in writing.*

*(b) In the event that Goods tendered for storage or other services do not conform to the description contained herein, or conforming Goods are tendered after thirty (30) days from the proposal date without prior written acceptance by Client as provided in paragraph (a) of this section, DSA may refuse to accept such Goods. If DSA accepts such Goods, Client agrees to pay the rates and charges as may be assigned and invoiced by DSA and to all terms of this Agreement.*

*(c) This Agreement may be canceled by either party upon thirty (30) days written notice and is canceled if no storage or other services are performed under this Agreement for a period of one hundred eighty (180) days. Notwithstanding the foregoing, if Client elects to engage in DSA's Long-Term Storage as provided for in the Designer Space License Agreement, the parties may not cancel the Designer Space License Agreement before expiration of the license term, even if thirty (30) days written notice is provided.*

#### **2. SHIPMENTS TO AND FROM DSA**

*Client agrees that all Goods shipped to DSA shall identify Client on the bill of lading or other contract of carriage as the named consignee, in care of DSA, and shall not identify DSA as the consignee. If, in violation of this Agreement, Goods are shipped to DSA as named consignee on the bill of lading or other contract of carriage, Client agrees to immediately notify carrier in writing that DSA is the "in care of party" only and has no beneficial title or interest in the Goods and Client will immediately provide DSA with a copy of such notice. Furthermore, DSA shall have the right to refuse such Goods and shall not be liable for any loss, mis-consignment, or damage of any nature to, or related to, such Goods. Whether DSA accepts or refuses Goods shipped in violation of this Section 2, Client agrees to indemnify and hold DSA harmless from all claims for transportation, storage, handling and other charges relating to such Goods, including undercharges, rail demurrage, truck/intermodal detention and other charges of any nature whatsoever.*

#### **3. TENDER OF GOODS**

*(a) Client shall (i) tender any Goods for storage only during DSA's posted business hours for the Warehouse; (ii) tender all Goods to the Warehouse properly marked and packed for storage and handling; (iii) complete in Asset Panda prior to tendering the Goods all required and pertinent information concerning the Goods which is accurate, complete, and sufficient to allow DSA to comply with all laws and regulations concerning the storage, handling, processing, and transportation of the Goods.*

*(b) All Goods must be free of insects, rodents, mold and odors that could potentially damage other Goods stored at the Warehouse. Client shall not cause or permit any illegal substances to be delivered, placed, held, located or disposed of in or about the Warehouse. Further, Client shall not cause or permit any "Hazardous Substances" (as hereinafter defined) to be delivered, placed, held, located or disposed of in or about the Warehouse. For purposes of this Section 3, "Hazardous Substances" shall mean and include those elements or compounds which are contained in the list of hazardous substances adopted by the United States Environmental Protection Agency (EPA) or the list of toxic pollutants designated by Congress or the EPA or which are defined as hazardous, toxic, pollutant, infectious or radioactive by any other federal, state or local statute, law, ordinance, code, rule, regulation, order or decree regulating, relating to or imposing liability (including, without limitation, strict liability) or standards of conduct concerning, any hazardous, toxic or dangerous waste, substance or material, as now or at any time hereafter in effect.*

*(c) If Goods are later determined by DSA to be damaging or hazardous to other stored Goods, the Warehouse or persons, DSA may, upon written notice of not less than thirty (30) days to Client, require the removal of such Good from the Warehouse. Such notice shall be given to the last known place of business of the person to be notified. If Goods are not removed before the end of the notice period, DSA may remove, sell or otherwise dispose of such Good in DSA's sole and absolute discretion.*

*(d) DSA has the right to refuse acceptance of any Goods for any reason in its sole and absolute discretion.*

#### **4. STORAGE PERIOD AND CHARGES**

*Unless otherwise agreed to in writing, all charges for storage are per package and are subject to the terms of the Rate Sheet.*

*(a) The storage month begins on the tenth (10<sup>th</sup>) day following the date that DSA accepts care, custody and control of the Goods, regardless of the unloading date or date of issue of DSA's receipt (hereinafter the "Storage Month"). Client will be billed for a full month's storage on the first of every month following the Storage Month. By way of illustration, if Client's Goods are accepted by DSA on November 15, the Storage Month begins on November 25 and Client will receive a bill on December 1 for the Storage Month of November.*

*(b) All storage charges are due and payable on the first (1st) day of storage for the initial month and thereafter on the first (1st) day of the next calendar month. Charges for additional services will also be due and payable on the first (1<sup>st</sup>) day of the calendar month and are subject to the rates on the Rates Sheet. Storage rates will not be pro-rated if goods are removed prior to a full month of storage.*

*(c) DSA will store unidentified Goods at the Warehouse for a period of ninety (90) days until they are deemed abandoned pursuant to Section 6 of this Agreement. If at any time the unidentified Goods are determined to belong to Client or Client claims the unidentified Goods, Client will be charged back charges for all preceding months DSA stored the unidentified Goods (hereinafter "Back Charges"). The Back Charges will be calculated beginning from the date the Goods were received through the month the Goods were identified as belonging to Client. The Back Charges will be due and payable on the first (1<sup>st</sup>) day of the next calendar month after the Goods are identified as belonging to Client.*

#### **5. HANDLING AND CHARGES**

*The handling charge covers the ordinary labor involved in receiving Goods at DSA's Warehouse, placing Goods in storage, and returning Goods to DSA's Warehouse.*

*(a) Handling charges are due and payable on the first (1<sup>st</sup>) day of each calendar month.*

*(b) Unless otherwise agreed to in writing by DSA, labor and materials for unloading and loading Goods will be subject to an additional charge.*

*(c) Client may be charged additional expenses for DSA's receipt and handling of damaged Goods and from unloading or loading Goods into vehicles which are not at the Warehouse.*

## **6. ABANDONMENT**

*Any Goods delivered by Client to the Warehouse that have not been entered by Client into Asset Panda will be considered to be abandoned by Client if not claimed or identified by Client within ninety (90) days from the date the Good or Goods are delivered to the Warehouse. Client understands that if a Good is delivered to the Warehouse, but is not identified as Client's and is not entered into Asset Panda, DSA may not be able to determine who the owner of the Good is and therefore may remove, sell, keep or otherwise dispose of such Good. Further, DSA is under no obligation to either (1) store any unidentified Goods or (2) attempt to identify the Owner of the unidentified Goods and will not be liable to Client for removal of the same. DSA's willingness to store the unidentified Goods shall not be deemed a waiver of this section.*

## **7. DELIVERY REQUIREMENTS**

*DSA will not deliver or transfer any Goods until DSA has received and accepted written instructions concerning the delivery or transfer by Client. Written instructions shall include facsimile, electronic mail, letters or other similar written communication. DSA shall not be liable for the mis-delivery or transfer of Goods when relying on the information contained in Client's communication.*

*Client must provide DSA a reasonable time and opportunity to perform Client's delivery or transfer instructions and any specific time constraints must be communicated by Client to DSA in writing. DSA will not be deemed to have accepted to perform Client's instructions unless expressly agreed to by DSA.*

## **8. SPECIAL SERVICES**

*If DSA labor is required for services other than ordinary storage, handling and delivery, Client will be charged additional fees as determined by DSA. Special services may include, but are not limited to:*

*(a) Requests for compiling special stock statements; reporting marked weights, obtaining serial numbers or other data from delivered Goods; physical inspection of Goods; and handling transit billing;*

*(b) Requests for dunnage, bracing, packing materials or the use of other specific supplies;*

*(c) Requests that Goods be received or delivered during hours other than DSA's normal business hours;*

*(d) Communication expenses such as postage, overnight delivery, or telephone may be charged to Client if such concern more than normal inventory reporting or if, at the request of Client, shipment is to be made by way other than regular United States Mail; or*

*(e) Requests for freight claim services may be provided by DSA with written approval from Client and Carrier and will incur time and material(s) fees.*

## **9. INSURANCE**

*(a) Client shall, at its own cost and expense, maintain and keep in force at all times while Client's Goods are stored at the Warehouse commercial general liability insurance, which shall include coverage for property damage occurring on, in or about the Warehouse with sufficient coverage to protect Client against any damage caused to its Goods or other personal property stored in the Warehouse. Notwithstanding anything to the contrary set forth in this Agreement, DSA and Client hereby release one another and their respective partners, officers, employees, and property manager from any and all liability or responsibility to the other or anyone claiming through or under them*

by way of subrogation or otherwise for loss or damage covered by said insurance, even if such loss or damage shall have been caused by the fault or negligence of the other Party, or anyone for whom such Party may be responsible.

(b) In no event shall DSA be liable for any damage to or loss of Goods or other personal property or equipment sustained by Client, whether or not it is insured, even if such loss is caused by the gross negligence of DSA, its employees, officers, directors, or agents. Any property of any kind brought or delivered to the Warehouse by Client shall be at the sole risk of Client.

#### **10. LIABILITY AND LIMITATION OF DAMAGES**

(a) DSA shall not be liable for any loss or damage to Goods tendered, received, stored or handled however caused unless such loss or damage resulted from DSA's gross negligence. Any presumption of conversion under applicable law shall not apply to a loss with respect to any Goods, and a claim for conversion must be established through affirmative evidence that DSA converted the Goods to its own use.

In no event will DSA be liable for any Act of God or other circumstance beyond DSA's control as further described in Section 18. DSA and Client agree that none of their respective members, directors, officers, employees, shareholders, or any of their (or any of those parties') respective agents shall have any personal obligation hereunder, and that DSA and Client shall not seek to assert any claim or enforce any of their rights hereunder against any of such parties.

(b) If DSA is grossly negligent and ships the Goods to the wrong address, DSA shall pay the reasonable transportation charges incurred to return the Goods to the Warehouse. If the consignee fails to return the Goods, DSA's maximum liability shall be for the fair market value to replace such Goods and DSA shall have no liability for damages due to the consignee's acceptance or use of the Goods whether such Goods be those of Client or a third party.

(c) Client agrees to indemnify, defend, and hold harmless DSA, and its members, officers, directors, employees, agents, affiliates, successors, and permitted assigns (collectively, "Indemnified Party") against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including undercharges, rail demurrage, truck/intermodal detention, or related charges and reasonable attorneys' fees, fees and the costs of enforcing any right to indemnification under this Agreement and the cost of pursuing any insurance providers, incurred by Indemnified Party/awarded against Indemnified Party relating to or arising out of or resulting from any claim of a third party or DSA arising out of or occurring in connection with DSA's services or from DSA's negligence, willful misconduct, or breach of this Agreement.

(c) Notwithstanding the foregoing, Client acknowledges and agrees that in any event damages are limited to the value of any damaged good.

#### **11. DEFAULT**

(a) If either Party defaults in the performance of any of its obligations under this Agreement, and such default continues for more than thirty (30) days after receipt of written notice from the non-defaulting Party, the non-defaulting Party shall have the right to terminate this Agreement and pursue any other remedies available at law or in equity, except as limited herein.

(b) NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS AGREEMENT, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY INDIRECT, PUNITIVE, SPECIAL, CONSEQUENTIAL, OR INCIDENTAL DAMAGES WHATSOEVER, INCLUDING LOSS OF GOODWILL OR LOSS OF PROFITS.



**12. NOTICE OF CLAIM AND FILING OF SUIT**

*(a) Claims by Client and all other persons must be presented in writing to DSA within a reasonable time, and in no event any later than the earlier of: (i) time of inspection and receipt of Goods by Client or (ii) five (5) days after Client is notified by DSA that loss or damage to part or all of the Goods has occurred.*

*(b) No demand, lawsuit or other legal action for loss or damage to Client's Goods, whether such damage arises during shipment, delivery or storage shall be brought by Client or other third parties against DSA unless timely written claim has been given as provided in paragraph (a) of this section and unless such demand, lawsuit or other action is commenced by no later than the earlier of: (i) nine (9) months after the Goods are returned to Client's possession or (ii) nine (9) months after Client is notified that loss or damage to part or all of the Goods has occurred.*

*(c) When Goods have not been delivered, notice may be given of known loss or damage to the Goods by mailing of a letter via certified mail or overnight delivery to Client. Time limitations for presentation of claim in writing and maintaining of action after notice begin on the date of mailing of such notice by Company.*

**13. RIGHT TO STORE GOODS**

*Client represents and warrants that Client is of the owner or has lawful possession of the Goods and has the right and authority to store them at the Warehouse. Client agrees to indemnify and hold harmless DSA from all loss, cost and expense (including reasonable attorney fees) which DSA pays or incurs as a result of any dispute or litigation, whether instituted by DSA or a third party, contesting Client's right, title or interest in the Goods.*

**14. ACCURATE INFORMATION**

*Client agrees to provide DSA with information concerning the Goods which is accurate, complete and sufficient to allow DSA to comply with all laws and regulations concerning the storage, handling and transporting of the Goods. Client will indemnify and hold DSA harmless from all loss, cost, penalty and expense (including reasonable attorney fees) which DSA pays or incurs as a result of Client failing to fully fulfil this obligation.*

**15. NOTICES**

*Any notice, demand, request, or other communication under this Agreement shall be in writing and shall be addressed to the Parties at the addresses set forth below (or at such other address for a Party as shall be specified in a notice given in accordance with this Section 9(a)). Each Party may amend its address for notices from time to time upon written notice to the other Party in accordance herewith. Communications may be delivered and shall be deemed to have been given by the delivering Party and received by the receiving Party: (i) when delivered by hand; (ii) one-day after deposit with a nationally recognized overnight courier or delivery service if sent priority overnight delivery; (iii) on the date sent by electronic mail (with confirmation of transmission) if sent during normal business hours of the recipient and if also transmitted by one of the other means permitted hereunder; or (iv) on the third day after the date mailed by certified or registered mail (in each case, return receipt requested and postage pre-paid). The rejection or other refusal to accept or the inability to deliver because of a changed address of which no notice was given shall be deemed to be receipt of the communication sent.*

**If to DSA:**

*Designer Services Annex, LLC*

*Attention: Tim Morneau*

*4215 Montgomery Street*

Savannah, Georgia 31405

Telephone: 310-270-7607

Email: [tim@designerservicesannex.com](mailto:tim@designerservicesannex.com)

**If to Client:**

**[CLIENT NAME]**

**Attention: [NAME AND TITLE OF INDIVIDUAL]**

**[CLIENT ADDRESS]**

**Telephone: [TELEPHONE NUMBER]**

**Email: [EMAIL ADDRESS]**

**16. SEVERABILITY and WAIVER**

*(a) The terms, conditions, covenants and provisions of this Agreement shall be deemed to be severable. If any clause or provision of this Agreement, or any application thereof, should be construed or held to be void, invalid or unenforceable, by order, decree or judgment of a court of competent jurisdiction, the remaining provisions of this Agreement shall not be affected thereby but shall remain in full force and effect. It is the intention of the Parties to this Agreement that (1) in lieu of each clause or provision of this Agreement that is illegal, invalid or unenforceable, there be added, as part of this Agreement, a clause or provision as similar in terms to such illegal, invalid or unenforceable clause or provision as may be possible and be valid, legal and enforceable and (2) it shall not affect the validity of any other clause or provision herein, but such other clauses or provisions shall remain in full force and effect.*

*(b) DSA's failure to require strict compliance with any provision of this Agreement shall not constitute a waiver or estoppel to later demand strict compliance with that or any other provision(s) of this Agreement.*

*(c) The provisions of this Agreement shall be binding upon the heirs, executors, successors and assigns of both Client and DSA contain the sole agreement governing Goods tendered to DSA; and, cannot be modified except by a writing signed by DSA and Client.*

**17. LIEN**

*DSA shall have a general lien for (1) all lawful charges for storage, receiving and preservation of the Goods, (2) all lawful claims for money advanced, interest, insurance, transportation, labor, weighing cooperating and (3) other charges and expenses in relation to such Goods, and for the balance on any other accounts that may be due. DSA further claims a general lien for all such charges, advances and expenses with respect to any other Goods stored by Client in any other facility owned or operated by DSA In order to protect its lien, DSA reserves the right to require advance payment of all charges prior to shipment of Goods. Nothing in this Agreement shall be construed to diminish in any way DSA's lien rights. DSA may refuse to release or ship any Goods until all charges and expenses related to such Goods have been paid in full.*

**18. FORCE MAJEUR**

*No Party shall be liable or responsible to the other Party, or be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement (except for any*

*obligations of Client to make payments to DSA hereunder), when and to the extent such failure or delay is caused by or results from acts beyond the impacted party's control, including, without limitation, the following force majeure events ("Force Majeure Event(s)": (a) acts of God; (b) flood, fire, earthquake, pandemic, epidemic, public health crisis, or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (d) government order, law, or actions; (e) embargoes or blockades in effect on or after the date of this Agreement; and (f) national or regional emergency; and (g) strikes, labor stoppages or slowdowns, or other industrial disturbances; (h) telecommunication breakdowns, power outages or shortages, lack of warehouse or storage space, inadequate transportation services, or inability or delay in obtaining supplies of adequate or suitable materials. The impacted party shall give notice within thirty (30) days of the Force Majeure Event to the other Party, stating the period of time the occurrence is expected to continue. The impacted party shall use diligent efforts to end the failure or delay and ensure the effects of such Force Majeure Event are minimized. The impacted party shall resume the performance of its obligations as soon as reasonably practicable after the removal of the cause. In the event that the Impacted Party's failure or delay remains uncured for a period of 100 consecutive days following written notice given by it under this Section 14, either Party/the other Party may thereafter terminate this Agreement upon thirty (30) days' written notice.*

**19. GOVERNING LAW AND JURISDICTION**

*This Agreement and the legal relationship between the parties hereto shall be governed by and construed in accordance with the substantive laws of the State of Georgia, notwithstanding its conflict of laws rules. Any lawsuit or other action involving any dispute, claim or controversy relating in any way to this Contract shall be brought only in the appropriate state court physically located in Chatham County, Georgia. Any costs and expenses incurred by DSA in seeking collection of past due amounts from Client shall be reimbursed by Client, including reasonable attorney's fees and costs of collection.*

**20. COUNTERPARTS**

*This Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement.*

**21. SECTION HEADINGS**

*The section titles contained herein are for convenience only and do not define, limit, or construe the interpretation of any of the contents of such sections.*

**22. BINDING EFFECT**

*This Agreement shall be binding upon and shall inure to the benefit of the Parties hereto and their respective successors and permitted assigns, and shall not be modified except by an express written agreement signed by a duly authorized representative of both Parties.*

**23. ATTACHMENTS AND EXHIBITS**

*All attachments and exhibits to this Agreement are hereby made a part hereof as if fully set out herein.*

**24. NO ASSIGNMENT**

*This Agreement and the rights, duties, obligations, and privileges hereunder may not be assigned by Client without the prior written consent of DSA, which may be withheld in DSA's sole discretion. Any change in control of Client shall constitute an assignment for purposes of this Agreement.*

[SIGNATURE PAGE FOLLOWS]

*The parties acknowledge and accept the Terms and Conditions of this Agreement.*

**Client**

Printed Name: \_\_\_\_\_

Signed: \_\_\_\_\_

Date: \_\_\_\_\_

**Designer Services Annex, LLC**

Printed Name: \_\_\_\_\_

Signed: \_\_\_\_\_

Date: \_\_\_\_\_