



Start To Finish, Inc.
phone 317.769.2211
web starttofinish.com
office 3375 S. 500 E. | Whitestown, IN 46075

V. Project Terms & Conditions

Administration and Payment

CONTRACT DOCUMENTS: The Agreement between you, the Client, and Start to Finish, Inc. ("S2F" or "Contractor") consists of the following documents, if applicable to your Project:

PART I. Design – Including any plans, drawings, or schematics created pursuant to that Part I.

PART II. Build

PART III. Change Order(s) – Depending on your Project, there may be several Part III Change Orders.

PART IV. Punch List

PART V. Terms & Conditions – The entire Agreement between the Client and S2F is subject to these Terms and Conditions. To the extent there is any conflict between these Terms and Conditions and other contract document, the more specific terms shall control.

SCOPE OF WORK: S2F shall furnish all materials, tools, equipment and labor necessary to execute scope of the project in a substantial and workmanlike manner. The Scope of Work shall be defined by the written, completed, and executed Contract Documents, including Parts I, II, and each and every Part III applicable to the Project.

REVISIONS: Any revisions or changes to the scope or time of the Project will be executed only upon receipt of a written change order, signed by both Parties. Changes in the cost and/or time of the Project will be identified and itemized in the Change Order. The amount of the cost change will be applied to the original contracted cost of the project and the resulting sum will become the new adjusted contract price. Any alteration or deviation from the stated specifications will be executed by a Change Order signed by both parties which will outline the new specifications and list any additional costs. Change orders shall be paid in full before materials are ordered and before the work on the change order begins. Change Orders may only be requested through the identified S2F Rep. Any alterations requested of S2F crews or additional work performed by S2F crews, subcontractors, or employees at the direction of Client, but without a signed Change Order will be billed to Client as a Change Directive at the cost of the Time and Materials used to execute the work, a minimum of \$500 will apply for each Change Directive.

PERMITS: The Client agrees to pay for all required permit fees which are additional to this contract as S2F does not know what the permit fees may be until filed.

DEPOSITS: Any deposit set forth in the Contract Documents is due when the signed contract is returned. Projects will not be scheduled until both the signed contract and the required deposit is received. Receipt of deposit by S2F is a condition precedent to creation of a valid contract.

PAYMENT TERMS: Payment is due according to any schedule set forth in the Contract Documents, or upon receipt of an Invoice from S2F, whichever sets forth an earlier due date. Payment may be with check, money order, credit/debit card or cash. If payment in full is not received by S2F within fifteen (15) days of the date it is due, a FINANCE CHARGE will be imposed from the due date on the balance at a rate of 1 ½% per month (18% ANNUAL PERCENTAGE RATE) until paid. Payments will be applied first to previously billed FINANCE CHARGES, and thereafter, in order, to the previous invoices and finally to new invoices. Failure to make timely payments will void all warranties. Client is responsible for all fees that may occur due to insufficient funds. In the event S2F engages an attorney to pursue collection of any amounts due under this Agreement, Client will be responsible for all collection costs incurred by S2F, including attorney's fees, whether litigation is filed or not.



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Design Plan and Drawings

INITIAL DESIGN MEETING: Client will come to the initial conference prepared to identify and discuss what Client desires S2F to design, including, but not limited to, the approximate location for plantings and any specific plant materials Client wants included and what, if any, hardscape or patios, landscape lighting, water features, fire features, retaining walls, windbreaks, and other improvements Client wants S2F to incorporate into the design for Client's Premises. S2F shall be entitled to rely on the accuracy and completeness of the information Client provides, including Client's identification of property lines and corner boundaries, and shall not be responsible for specifications or designs based on erroneous, inaccurate, or incomplete information Client provides.

3D DESIGN & PERSPECTIVE RENDERINGS: The design plan is what will be followed and used upon installation of the project. The 3D concept, if applicable, is a rendering and for representation purposes only. The 3D concept is a rendering to help you envision your space after project completion. Actual project results may vary from the 3D concept due to elevations, materials, & colors, etc. Any furniture or similar elements shown on a design plan are for demonstration purposes only and will not be included in a final project unless specifically included in the project scope.

DESIGN REVISIONS: Before final approval, the Client will be allowed one (1) revision to the original design before an extra cost is incurred. Once a Final Design is accepted by Client or Client executes Part II. Build, the Design Plan shall be considered Final and any further revisions shall be subject to both additional design costs and additional Build Services costs pursuant to a Change Order.

OWNERSHIP AND NON-EXCLUSIVE LICENSE. S2F shall be the owner of all design materials provided hereunder, including but not limited to, plans, drawings, specifications, construction documents, graphic art, and other images and devices of any medium, including electronic data or files which are developed, created, or derived pursuant to this Agreement (all of which shall collectively hereinafter be the "Design Materials"); consequently, all Design Materials, whether graphically represented or electronically recorded or transmitted, are solely the intellectual property of S2F and any use or implementation of these at Client's Premises prior to payment in full of the Basic Amount is a breach of this Agreement. Any publication, reproduction, or revision of the Design Materials prior to payment in full may also be a violation of copyright laws and subject to prosecution. Upon payment in full of the Design Amount, S2F grants Client a nonexclusive license to reproduce and use the Design Materials, subject to the indemnification provided herein and these Terms and Conditions. Client hereby assumes all risks associated with or arising out of use of the Design Materials under the nonexclusive license.

EXAMPLE PHOTOS: Pictures or renderings, whether provided by S2F or Client, are for representation purposes only. Materials and colors may vary on actual materials.

Jobsite Management and Client Responsibilities

CLIENT RESPONSIBILITIES: Unless otherwise stated in writing, it is the Client's responsibility to ensure an adequate and reasonably accessible water supply for plant material, lawns etc. It is also the Client's responsibility to provide "reasonable" access to the areas where construction/planting is to occur. All construction debris, not created as a direct result of the proposed work of S2F, will be left on site for the Client to dispose of or arrange the disposal thereof; to include rock, concrete, masonry waste, wood, plastics, general trash etc.

S2F REPRESENTATIVE: The only authorized representative of S2F with the authority to discuss or approve changes to the Design or Work is the individual(s) identified on these Contract Documents as "S2F Rep." This individual(s) shall be Client's exclusive point of contact with S2F. Client shall not interrupt S2F employees, crews, or contractors while working at the site and shall not attempt to direct, guide, or supervise the Work in progress. No one, other than the designated S2F Rep or an officer of S2F has the authority to issue a Change Order for the Project. Any interruption in the progress of the Work as a result of Client's unapproved direct interaction with S2F employees, crews, or subcontractors shall be billed to Client as a Change Directive.



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UNAVOIDABLE INTERRUPTIONS: S2F shall not be held responsible or liable for any loss, damage, or delay caused by weather, accidents, strikes or other situations beyond the control of S2F. These events and contingencies may delay the start, progress, or completion of the Project. To the extent possible, S2F will keep Client informed of the impact of such interruptions on the project progress, but given the uncertainty of weather and outdoor work, specific estimates may not be available or possible. S2F will always strive to complete the Project as soon as possible, but under no circumstances will S2F sacrifice the safety of its employees, the quality of its work, or deviate from the Contract Documents, even if requested to do so by Client.

PUBLIC UTILITIES: S2F will contact Indiana 811 Underground Utility Locates prior to the start of the project to identify and mark the location of all public utilities. Client will be responsible for, and shall indemnify S2F for any buried utilities or facilities which were not marked or accurately marked after a proper locate request by S2F.

PRIVATE UTILITIES: The Client will inform and identify the locations of any known private utilities in the project work site area. If deemed necessary, S2F will engage the services of a private utility locating company for an additional fee charged to Client, to properly identify and mark the locations and depths of the underground utilities. S2F assumes no responsibility for any repairs of damaged private utilities including, but not limited to, underground wiring; irrigation pipes, heads and wiring; invisible dog fences; internet/ television cables; phone lines; landscape lighting & sound systems; or any other private utilities damaged during the project installation. Repairs of damaged unidentified, unmarked or improperly marked private utilities are the responsibility of the Client. Additional labor charges may apply if privately run utility lines are required to be moved to complete the construction/installation project.

CONCEALED CONTINGENCIES: S2F will not assume responsibility for damage to any type of concealed contingencies (unidentified underground objects) including, but not restricted to all private underground utilities, irrigation lines, electric dog fences, storm drains, and downspout lines. The Client agrees to pay for additional time and material for any additional work or any time required due to concrete or other foreign matter in the ground, active hornet & wasp nests, beehives, or any other conditions not readily apparent in estimating the work specified. This may include additional dumpsters, equipment, exterminators, etc..

CONDITIONS OF JOBSITE: If between the date Part II. Build Services is executed and the date the work is to be performed there is a change in the conditions of the physical surroundings of the job site which require additional labor to complete the work, S2F reserves the right to adjust the contract price to reflect the additional cost. If the new price is unacceptable to the Client, he or she may cancel the contract. Time and material charges already incurred will be the responsibility of the Client. The Client guarantees to provide S2F with the use of the entire job site and to keep access areas unobstructed during the performance of the proposed work. Should the performance of the work specified require that S2F enter and make use of the adjoining property, it is the responsibility of the Client to obtain permission from the adjoining property owner. Inclement weather such as rains, freezing temperatures, snow, or other acts of God could potentially change the schedule of your project. Inclement weather may change the start date, but also the time frame for project completion. Inclement weather will not only affect the day of the weather, but possibly days after, due to the following day(s) wet conditions. S2F will do our best to meet any deadlines and complete the project in a quick, timely manner, but the safety of our employees comes first.

DRIVEWAYS, SIDEWALKS & PAVED AREAS: Client's driveway may need to be used by machines and trucks to do the Work and to deliver material. S2F will take many precautions to help prevent any type of damage to the surfaces, but S2F cannot know as to how the original contractor installed the base and concrete, the materials used, or the thickness of these items associated with the driveways, sidewalks and paved areas. As a result, S2F will not be held responsible for any kind of damage to driveway aprons, driveways, or sidewalks during construction.

S2F will also not be liable for damages to existing concrete, asphalt, paver or other pavement material driveways resulting from pavement material failure under a load, i.e. cracking, compressing or displacement, when used to access to the areas where Work is to occur. S2F will take reasonable precautions to prevent such occurrences.



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MATERIAL STAGING: S2F may mark where materials are to be delivered, dumped and/or stored within the work area or within a mutually agreeable location on the driveway or in the yard. To the degree possible and reasonable, S2F will adjust such locations if requested by Client. In most cities and towns, they do not allow any materials to be dumped in the street. If that is not the case and it is allowed and requested by Client, S2F may place materials in the roadway. Client is responsible for any fines, fees, or charges resulting from materials be left on the roadway overnight.

EXCESS MATERIALS: Any materials delivered to the job site exceeding those needed to complete the scope of the work will remain the property of S2F unless alternate agreements have been made prior to the completion of the work.

CLEANUP: S2F is responsible for cleaning up debris on the jobsite left from the construction process but is NOT responsible for any lawn or landscape damage or repairs that need to be done after construction unless otherwise itemized in the estimate.

UNFORESEEN CIRCUMSTANCES: In the event of unforeseen circumstances that develop during the Work, which cause delays or increased costs to complete the project, the Client shall be responsible for the additional costs incurred resulting from the unforeseen circumstances. This shall include but will not be limited to: the existence of obstructions hidden under the surface of the ground, which alter or change the construction process, and/or, which require design changes; increases in sales taxes; fuel surcharges; unforeseen delivery & handling fees by others; or work to be performed by others to allow S2F to fulfill its obligations of this contract. The Client shall be notified in writing by S2F in the event of such an occurrence(s) prior to the additional costs being assessed or work being completed. If Client does not agree to the additional costs and if S2F is unable to complete the Work without addressing the Unforeseen Circumstances, S2F may terminate the Agreement and stop Work.

Workmanship, Completion, and Warranties

WORKMANSHIP: S2F warrants that the work to be performed will be completed to industry standards and per the contract documents. All work is guaranteed to be as specified. All elements of the agreement are contingent upon strikes, accidents, weather, or delays beyond our control. The estimate does not include material price increases, or additional labor and materials which may be required should unforeseen problems arise after the work has started.

COMPLETION: S2F shall notify Client when the Work has been completed and is ready for review by Client. Final payment is due upon receipt of notice of Completion and before completion of any Punch List items. Client will have a reasonable opportunity, not exceeding forty-eight (48) hours to review the Work for the purposes of assembling a Punch List.

PUNCH LIST: Following S2F's notice of Completion and receipt of Final Payment, Client and S2F shall meet and assemble a Punch List of remaining tasks within the original Scope of Work that require completion, correction, or modification. The Punch List items shall not exceed the original Scope of Work. Completion of the Punch List items is included in the contract amount and shall be performed by S2F in a reasonable time. Client is entitled to a single Punch List for the Project and once assembled and agreed-upon, the Punch List may not be modified and additional tasks may not be added without additional costs assessed to Client.

PROJECT WARRANTIES: S2F warrants all Build Services and workmanship and new plant installations, except annuals, for a period of one year from the completion date. This warranty applies to materials used on site to the extent they are warranted by the manufacturer of such materials. This warranty does not apply to defects resulting from natural properties and reactions of materials, such as, efflorescence, hazing, warping, leaching of natural oils, tannin or sap resulting from weather conditions, acts of nature (i.e. fire, flood, wind, drought, hail, lightning, or damage caused by animals (wild or domestic)), physical abuse or use by owner for any purpose other than that intended at the time of the installation. The warranty shall not cover the removal or treatment of resurgent weeds



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or previously existing plants and annuals. Plants existing on site, which are transplanted to a new location in the landscape by S2F, are not warranted for survival. The Warranty is not transferrable or assignable. Any and all Warranties provided by S2F are expressly conditioned upon timely payment and payment in full by Client and failure to make any payment operates as a complete bar to any warranty coverage. This Warranty is subject to the more specific terms provided below and elsewhere in this Agreement.

Hardscape. Hardscape workmanship is warranted for one (1) year from the date of installation. If settling or structural failure of the patio occurs within the one (1) year period, repair of work will be completed, including labor and material, at no cost to Client. S2F does not warrant damages or changes in Hardscape resulting from settling of the soil around the foundation of the house or building due to excavation or construction of the house or building. S2F recommends waiting at least 12 months after initial construction of a building to install hardscape and installation prior to this period will void this warranty. Replacements and/or repairs furnished under this Warranty shall not be re-warranted, but shall carry only the unexpired portion of the original Warranty period. This Warranty does not include the replacement of defective pavers or wall stones. All materials are warranted only under the manufacturer's warranty, and the manufacturer's decision as to coverage is binding on Client. This Warranty shall be deemed void upon the discovery of any of the following: alteration to hardscape or areas adjacent to hardscape following installation; sub-grade settling and/or previous construction compaction; excavating or altering subgrade or construction base under or adjacent to hardscape; improper loading or use of hardscape structure; damage resulting from an act of God, flooding, or extreme weather.

Lighting. All Lighting materials are warranted under a manufacturer's warranty, only if applicable. Lighting workmanship is warranted for one (1) year from installation. Damage resulting from vandalism or acts of God such as extreme weather conditions are not included in the Warranty.

Plants. S2F Plant warranty includes shade trees, evergreen trees, ornamental trees, shrubs and perennials. Covered plants are warranted for a period of one (1) year from original planting. Warranty is limited to one (1) replacement plant and any replacement plant is not subject to an additional warranty. Damage or failure of plants resulting from Client's failure to follow watering guidelines, negligence, vandalism, insect damage, harmful or ineffectual spraying or chemicals, poor drainage, excessive water, pet damage or acts of God including extreme weather conditions are not covered under this Warranty. Any replacement provided under this Warranty will be made during the next appropriate growing season.

Exclusions. Warranty does not apply to sod, seed, groundcover, bulbs, broadleaf evergreens or relocated plant materials. Plants in above-ground containers are not warranted over winter. Warranty applies only to full plant death and does not apply to partial plant death, rate of growth, or abundance of blooms.

Warranty Procedure. Warranty claims must be made within the applicable Warranty Period by contacting S2F via the claims form on the website at www.starttofinish.com. Failure to timely submit a warranty claim in this manner shall operate as a complete bar and waiver of any warranty claim.

NOTICE OF WAIVER OF IMPLIED WARRANTIES AND CLAIMS Client recognizes that by accepting the express warranties for the periods provided in this contract, Client is giving up the right to any claims for implied warranties, which may be greater than the express warranties. Implied warranties are unwritten warranties relating to the reasonable expectations of a homeowner with regard to the remodeling and home improvement of the homeowner's home, as those reasonable expectations are defined by the courts on a case by case basis. Client agrees and understands that they are waiving the right to make claims in any other forum, including claims to a court of law under any legal theory, including contract, tort, or otherwise, in exchange for the express warranty and warranty procedures set forth herein.

THE EXPRESS WARRANTIES IDENTIFIED IN THIS AGREEMENT ARE THE EXCLUSIVE REMEDIES FOR THE Client. S2F REVOKES AND DENIES ALL IMPLIED WARRANTIES INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL S2F, ITS MEMBERS OR MANAGEMENT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES ARISING OUT OF OR RELATING TO THE SERVICES PROVIDED UNDER THIS AGREEMENT.



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RESURGENCE OF WEEDS & PREVIOUSLY EXISTING PLANTS: S2F will take reasonable precautions to prevent weeds and previously existing plants from resurging in a new, or renovated landscape at the time the contracted work is performed, with no guarantee of total eradication. Reasonable precautions for prevention may include the physical removal and, or the use of application of chemicals. In the event of a resurgence of weeds and, or previously existing plants in a new or renovated landscape after the contracted construction is complete, additional or continued services and treatments may be required to achieve complete eradication. These services are not included in this contract and will be agreed to and invoiced independent of this contract.

SETTLING: S2F will not be responsible for settling of areas where utility lines or un-compacted fill dirt has been installed by others.

WATERING: The Client is responsible for continued watering of installed plant material and sod to allow the plants and sod to become established. Sod is to be saturated with water twice per day for a period of not less than 10 days. Individual plantings are to be watered per instructions provided by S2F.

HAIRLINE CRACK(S): Concrete foundations, walks, drives and patios can develop hairline cracks not affecting the structural integrity of the building. There is no known method of elimination of this condition, which is caused by characteristics of expansion and contraction. It does not affect the strength of the building and is not a condition covered by any warranty.

AESTHETICS OF WOOD STRUCTURES: "Checking" will be most prevalent near drilled holes, screws or bolts and on the ends of the material. If checking occurs at the end on both sides of the post and appears to form a check that is all the way through the material, then this will be limited to just the end of the post. (It will not travel through the rest of the post.) Most checking will occur within the first few months after installation, once the wood has finally adjusted to the environment the checking will stop. Checking will not affect the structural integrity of your wood structure, nor shorten its lifespan. This is a natural occurrence and is not covered under the warranty of the project.

MISCELLANEOUS

INDEPENDENT CONTRACTOR: In the performance of this Project, S2F shall at all times be acting as an independent contractor, and neither Client nor S2F will be agents, employees, partners, joint venturers, or associates of the other. It is also agreed that the Agreement is not transferable nor assignable by either party without written consent thereto. S2F may engage other subcontractors to perform some or all of the Work of this Agreement and Client consents to the same.

INSURANCE: S2F is fully insured. Copies of all insurance coverage are available upon request. Insurance coverage will be maintained throughout the duration of the project.

LIENS: Client acknowledges and agrees that any Build Services provided by S2F, including providing specially ordered materials, plants, or property maintenance services, constitutes an improvement to Client's real estate pursuant to I.C. §32-28-3-1 and S2F may have a lien on the interest of the owner of the lot or parcel of land on which the structure or improvement stands; or with which the structure or improvement is connected to the extent of the value of any labor done or material furnished, or both, including any use of leased equipment and tools, pursuant to that statute.

CHOICE OF LAW FORUM: It is agreed by both parties that any contract for the sale of goods and services between S2F and the Client is made in Indiana and shall be governed by Indiana law. Any legal action pertaining to such sale of goods and services shall be venued in Boone County, Indiana, or any other County or Jurisdiction as the law may require.

INDEMNIFICATION AND HOLD HARMLESS. Client shall, to the fullest extent permitted by law, indemnify and hold harmless S2F and its owners, officers, agents, employees, and representatives, from any and all liability, lawsuits,



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damages, claims, good faith settlements, and/or expenses, including court costs and reasonable attorney fees, arising out of or resulting from use or implementation of the Design or Work by Client or any third party or a modification thereof. S2F and its owners, officers, agents, employees and representatives shall have no liability to Client or to anyone claiming through Client for any claims, liabilities, or damages resulting from the use, misuse, or modification of the Design or Work, and Client agrees to indemnify, hold harmless, and defend S2F and its owners, officers, agents, employees, and representatives against all such claims. S2F shall indemnify and hold harmless the Client from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of S2F, a Subcontractor, anyone directly or indirectly employed by them. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations that would otherwise exist as to a party or person described in this paragraph.

LIMITATION OF LIABILITY. Under no circumstances shall S2F's total liability to Client, whether based in theories of contract, tort, or otherwise, exceed the amount actually paid to S2F by Client pursuant to this Agreement. This limitation includes all manner of damages which may be claimed by Client, including attorneys fees, punitive, exemplary, and statutory damages.

CONSTRUCTION DEFECTS. TO THE EXTENT APPLICABLE TO THE WORK OF THIS AGREEMENT, IC 32-27-3 CONTAINS IMPORTANT REQUIREMENTS YOU MUST FOLLOW BEFORE YOU MAY FILE A LAWSUIT FOR DEFECTIVE CONSTRUCTION AGAINST S2F. SIXTY (60) DAYS BEFORE YOU FILE YOUR LAWSUIT, YOU MUST DELIVER TO S2F A WRITTEN NOTICE OF ANY CONSTRUCTION CONDITIONS YOU ALLEGE ARE DEFECTIVE AND PROVIDE THE COMPANY THE OPPORTUNITY TO MAKE AN OFFER TO REPAIR OR PAY FOR THE DEFECTS. YOU ARE NOT OBLIGATED TO ACCEPT ANY OFFER MADE BY THE COMPANY. HOWEVER, IF YOU UNREASONABLY REJECT A REASONABLE WRITTEN OFFER AND COMMENCE AN ACTION AGAINST THE COMPANY, A COURT MAY AWARD ATTORNEY'S FEES AND COSTS TO THE COMPANY. THERE ARE STRICT DEADLINES AND PROCEDURES UNDER STATE LAW, AND FAILURE TO FOLLOW THEM MAY AFFECT YOUR ABILITY TO FILE A LAWSUIT.

ATTORNEY FEES. In the event S2F hires an attorney to pursue breach of this Agreement by Client, to file a lien, or to defend against any suit filed by Client, S2F shall be entitled to reimbursement by Client of all reasonable attorney's fees and collection costs incurred in such pursuit.

TERMINATION. If Client terminates this Agreement at any time following three (3) days after execution of any part hereof, S2F shall be entitled to payment of all the greater of the value of all services actually performed, including any materials ordered for the Project, or an amount equal to 50% of the total Project Amount. S2F may terminate this contract at any time if it determines, in its sole discretion, that it is unable to meet Client's expectations for whatever reason. Upon termination by S2F, Client shall be required to pay for any services already performed and any material already ordered by S2F for the Project.

SEVERABILITY AND MODIFICATIONS. If any provision herein is found contrary to, prohibited, or unenforceable under applicable law, rules, or regulations, all other provisions shall remain in full force and effect and binding upon the parties. This Agreement constitutes the entire agreement between Client and S2F. regarding the Project, supersedes any prior negotiations and agreements, and may only be amended, supplemented, or modified by a written document executed by Client and S2F.

NON-WAIVER. No action or failure to act by S2F as to a breach, act, or omission of the Client shall constitute a waiver of such breach, act, or omission or any right or duty afforded under this Agreement as to any subsequent breach, act, or omission nor shall any such action or failure to act constitute an approval of or acquiescence in any breach, except as may be specifically agreed in writing. No right conferred under this Agreement shall be deemed waived and no breach of this Agreement excused unless such waiver or excuse shall be in writing and signed by the party claimed to have waived such right.