

DISTRICT

ART CONSERVATION

Standard Terms and Conditions

These Standard Terms and Conditions shall govern and apply to all services, transactions, and agreements between DISTRICT ART CONSERVATION LLC, a DISTRICT OF COLUMBIA Limited Liability corporation whose principal business address is 600 D St. SE Apt. 2 Washington, DC 20003 and Clients (herein after "Client"), and are incorporated by reference into all agreements, including but not limited to all Conservation and Restoration Services, Proposals, and Services Agreements.

DEFINITIONS: "DAC" collectively refers to District Art Conservation and its employees, subcontractors, independent contractors, and agents. "Work(s)" include but are not limited to artwork, mockups, samples, documents, and other related property. "Client" is the person(s), company, or organization, which retains "DAC" to conserve, examine, and perform Services upon "Work(s)" and is liable to remit payment for services. In some circumstances, "Client" may differ from "Owner" or "Billing Party." In such cases "Owner" is the person(s) who maintain(s) ownership of the "Work(s)" and has given authority to the "Client" to authorize treatment or other services on their behalf. "Billing Party" is a third party responsible for payment for treatment or other services authorized by the "Client".

SERVICES: Services provided by DAC include, but are not limited to: examination, restoration, testing, conservation, repair, and treatment of Works. Services shall be specified in writing on the executed Treatment Proposal ("Proposal") or Examination Agreement ("Agreement"). Each time Services are requested or modified, a new Proposal shall be executed and shall incorporate these terms and conditions. DAC may accept assignments verbally or via electronic correspondence at its discretion. In addition to the Services agreed upon in each Proposal, DAC may determine at its own discretion that additional Services are required, and request written and/or verbal authorizations from Client to perform such Services. Any such Services are subject to the terms and conditions of this Agreement and DAC's Standard Terms and Conditions.

CLIENT AUTHORITY: The Client represents and warrants that Client is either the owner of the Work(s) or the owner's authorized agent for the Work(s); Client has the full right and power to enter into this Agreement; and DAC's performance of this Agreement in connection with the Work(s) is not in violation of any rights of any third parties. Client's representations and warranties shall survive the contemplation of the transaction contemplated hereby. If the Client is acting as the owner's authorized agent, Client and such owner, jointly and severally, assume all of the Client's obligations set forth in this Agreement. The Client hereby agrees to indemnify and hold harmless, DAC and any agents, contractors, employees, against any and all claims, actions, damages, losses, liabilities and expenses (including reasonable attorney's fees) of any kind whatsoever made by any other person, firm entity, or corporation relating to Client's breach or alleged breach of any of its agreements, representations or warranties in this Agreement.

OVERVIEW: Client must maintain insurance coverage of any Work(s) while in transit to and from DAC, while at DAC's studio, and while examined or treated by DAC offsite. Client must inform the Client's/Owner's insurance company of shipment to the premises and/or that conservation services are to be performed. Client maintains that coverage includes any loss or damage that may occur during transfer or while under DAC's care, custody, or control as Client hereby agrees that DAC is not responsible for any such loss or damage. Client further agrees to waive all rights of subrogation that the Client or Client's insurance company may have against DAC or any of its employees, subcontractors, or representatives. Having agreed to the foregoing, the Client authorizes DAC to substantially perform the proposed services described in any Treatment Proposals, Examination Agreements, or related electronic Agreements of Work(s) described in the aforementioned documentation. During the course of the relationship between the Client and DAC, the Client may request that DAC perform services on additional Work(s) not the subject of the any Treatment Proposal and Estimate. It is agreed that unless agreed otherwise in writing, all such additional Service(s) will be provided for pursuant to the terms of this agreement. The Client and DAC may execute a new Treatment Proposal or Exam Agreement and Estimate specifying the additional price and objectives for such Service(s), and shall attach the same to this Agreement; provided, however, that all other terms of this agreement shall continue to apply.

CONFIDENTIALITY: DAC agrees to keep confidential and to not disclose to any third party, other than such Party's attorney(s), accountants, and entities or persons relating to the Work(s), Proposals, Services, or Client's identity, unless compelled or required to do so by government subpoena, applicable law, regulation, or legal process. The Client hereby agrees that DAC may use any and all photographs, drawings, and/or documents made in the performance of the Service for scientific or educational purposes. Identifying information (owner name, title, etc.) shall be removed at the request of the Client. Client acknowledges and agrees that DAC's Proposals, Reports, Notes, and Photographs are the sole and exclusive property of DAC. Client agrees not to contact DAC's employees and/or independent contractors, for any reason concerning or relating to Work(s), Proposals, or Services without the express permission of the Owner, Anna Ersenkai.

DISCLAIMER: It is expressly understood that DAC has not undertaken the responsibility of authenticating Work(s) or attributing a Work(s) to any particular artist. Rather, DAC's reports and proposals constitute an opinion only about a Work's condition and neither supports any particular authentication nor is to be used for any purpose other than describing a Work's condition. The report may not be modified without DAC's prior written approval, is subject to the terms of the Client's contract with DAC and is intended for the Client's use only. DAC expresses no opinion as to the actual value of a Work or monetary loss of value relating to a damage claim.

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INSURANCE AND LIMITATION OF LIABILITY: It is expressly understood and agreed that DAC is not an insurer against loss or damage to the Work(s) by accidental causes, vandalism, theft, negligence, casualty, or otherwise. Client must maintain Client's own insurance coverage of the Work(s), and must, if asked, furnish DAC with a Certificate of Insurance (COI) evidencing insurance coverage for the Work(s) and waiving all claims against DAC, its agents, and subrogation against DAC, its agents, employees, and successors-in-interest, all of whom Client agrees to hold harmless from any loss or damage. All risk of loss or damage, whether by theft, fire, vandalism, force majeure, or otherwise, to the Work(s) and/or frame(s) delivered to DAC, shall be borne by the Client. DAC shall not be liable for consequential, special, or punitive damages, including, but not limited to, loss caused by delay, loss of revenue, income, profit, diminution of market value, and/or utility, and emotional distress whether or not DAC had knowledge that such damages may have been incurred. The Client may choose to add DAC and the Conservation premises as an additional insured on Client's policy to ensure coverage while on DAC's premises. If Client chooses not to insure the Work(s), Client releases DAC from any liability regarding the Work(s). DAC's maximum liability for loss or damage to Work(s) by any cause whatsoever, including, without limitation, loss or damage resulting from the negligence of DAC, is limited to the total cost of services paid by client or \$500.00, whichever is less, but it shall not exceed the actual loss or damage.

RETRIEVAL OF WORK(S): Client acknowledges and agrees that DAC is not a storage facility or warehouse for Client's Work(s). Therefore, for all Services performed in DAC's Studio, Client shall retrieve their Work(s) within thirty (30) business days of being notified that Services have been completed or of a treatment proposal being submitted. Should the Client not pick up the Work within 30 days of completion of examination or within 30 days of the Client's decision not to proceed with proposed Treatment, a storage fee of up to \$50/day may be charged at the sole discretion of DAC. After sixty (60) days, Client herein expressly authorizes DAC to act as Client's agent to enter into a transport and/or storage agreement in Client's name with a reputable fine art transporter and/or warehouse to have Client's Work(s) transported to that company's storage facility at Client's expense. The transporter/warehouseman's standard terms and conditions shall apply, including but not limited to any limitation of liability and/or lien provisions that may be in the agreement executed on Client's behalf by DAC. The Client shall pay Shipping and Treatment fees in full in advance of pickup, and all risk of loss, with respect to the Work(s) during any shipment or delivery, shall be upon the Client.

SUBCONTRACTING: Client acknowledges and agrees that DAC may subcontract the performance of Services to Third Parties ("Subcontractors"). DAC shall not be liable or responsible for any negligence, malpractice, fault, errors, or omissions in the performance of Services by Subcontractors. When Subcontractor physically handles or performs Services upon the Work(s), they do so subject to the limitations of liability set forth herein.

APPLICABILITY TO SERVICES PERFORMED OFFSITE: These Standard Terms and Conditions, each Proposal, and each Agreement's Terms and Conditions shall apply to all Services performed by DAC for Client, including Services performed at DAC's studio and /or Services performed offsite.

RATES, FEES, AND INTEREST: The estimated fee for the Service, to be paid in full by the Client upon completion of the Service, is outlined in the Treatment Proposal or Exam Agreement. Estimated fees are valid for 90 days from the proposal date and are subject to change thereafter. Upon agreement to proposed Service and estimate, the Client must return the signed agreement to DAC with a partial payment outlined, paid by check, credit card, or bank transfer. The invoice for the balance of the service shall be paid in accordance with the terms noted on the invoice. Failure to pay within the terms may result in late charges of 10% per every 30 days. The final invoice may reflect, and Client is bound by, oral authorizations for fees or expenses that could not be confirmed in writing due to the immediacy of certain conservation services. The Client shall be responsible for, in addition to the Service fees, obtaining insurance for the Work, and payment of sales tax and/or delivery charges and/or storage fees. NY State sales tax will apply unless a tax-exempt or resale certificate is provided. Client shall pay a fee for each dishonored check. No Work(s) may be removed from DAC's possession unless Client has paid DAC in full for all Services or DAC has agreed to release the Work(s).

TERM AND TERMINATION: The terms of these Standard Terms and Conditions shall begin on the date of approval of the Proposal or Agreement, or the date that Client's Work(s) are in the possession of DAC, whichever sooner. These Standard Terms and Conditions shall apply to all services, transactions, and any other activity performed or undertaken by DAC and/or Client. Termination by either party of an Agreement or Proposal shall not affect Client's obligation to pay DAC for charges incurred. Work(s) may not be removed from DAC until Client pays DAC's final invoice through the date of termination.

DEPOSIT AND EARLY TERMINATION FEE: Client acknowledges and agrees that DAC expends significant time and expense, including but not limited to travel expense, in performing Services under Proposals and Examination Agreements. Client agrees to pay DAC an upfront deposit on the total fee as stated on each Proposal. In the event Client cancels the Proposal and terminates DAC's Services on Client's Work(s), DAC shall charge a fee for time and services rendered and for expenses incurred to date, including but not limited to travel expenses.

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THIRD PARTY ACTIONS TAKEN AGAINST DAC: Should any legal actions be served on and/or taken against DAC and/or its employees, relating to Client's Work(s), including but not limited to Subpoenas and Warrants, Client agrees to pay DAC's attorneys' fees incurred as a result of DAC's attorneys' defense of and/or compliance with said actions.

NO WARRANTIES AND NO GUARANTEES: DAC makes no guarantees of success or effectiveness of any Services, and does not make any warranties, express or implied, as to any Services performed by DAC. Client acknowledges and agrees that Client assumes responsibility for the results of Services.

NOTICE OF CLAIM AND FILING OF SUIT: Claims for loss or damage must be made in writing to DAC within five (5) days of discovery of damage. No actions or lawsuits shall be commenced by Client unless a written claim has been filed with DAC as a condition precedent. Client agrees to retain all packaging, crates, frames and containers and their contents in the same condition they were in when damage was discovered. Any action or lawsuit brought against DAC arising from Services must be commenced within one (1) year of the completion of Services or the date the damages to the Work(s) were discovered (whichever sooner).

WAIVER OF SUBROGATION: Client hereby waives any and all rights of recovery against DAC, its officers, members, agents and employees, occurring and or arising out of any loss or damage to the Work(s) to the extent such loss or damage is covered by insurance. This waiver of subrogation shall be in addition to, and not in limitation or derogation of, any other waiver, release, or limitation of liability contained in this Agreement with respect to any loss of, or damage to the Work(s). Inasmuch as the above waiver will preclude the assignment of any aforesaid claim for loss of, or damage to Work(s) by way of subrogation to an insurance company, the Client agrees to immediately furnish its insurers with written notice of the terms of said waiver, and to have all applicable insurance policies properly endorsed, if necessary, to prevent the invalidation of said insurance coverage by reason of said waiver of subrogation. Client shall furnish DAC with all applicable insurance policies on request.

INDEMNITY AND HOLD HARMLESS: Client shall defend, indemnify and hold DAC harmless from and against any and all claims, liabilities, damages, losses and judgments, incurred or brought by third parties and/or insurers, including attorneys' fees and costs and expenses incident thereto, which may be incurred by or recoverable from DAC by reason of loss or damage to the Work(s).

RIGHT TO AMEND: DAC reserves the right to amend, modify and/or otherwise change at any time, without prior notice of any kind, these Standard Terms and Conditions. Client agrees to abide by the most recent version of these Standard Terms and Conditions.

CHOICE OF LAW: This Agreement shall be governed according to the laws of the District of Columbia without reference to its choice of laws.

JURISDICTION: Client agrees that any action arising from this Agreement shall be brought exclusively in the Federal and/or the Courts of the District of Columbia.

SEVERABILITY: In the event any Paragraph(s) and/or portion(s) hereof are found to be invalid and/or unenforceable, the remainder hereof shall remain in full force and effect.

This Agreement shall be construed in accordance with the laws of the District of Columbia. In case any provision of this agreement shall be held to be contrary to or invalid under the law of the District of Columbia, such illegality or invalidity shall not affect, in any way, any other provisions hereof. This Agreement contains the entire understanding of the parties, who hereby acknowledge that there have been and are no representations, warranties, covenants, or undertakings other than those expressly set forth herein.