



# Grace Your Dwelling Place™

Live Well Where You Dwell®

## Letter of AGREEMENT

Dear [Client]:

This letter, including all the referenced *Itineraries* within it (our “**AGREEMENT**”) confirms our mutual understanding about the interior design services to be provided by Grace Your Dwelling Place, LLC (the “**Designer**”, “**I**”, “**me**”, “**us**”) with respect to **Client** residence at the **Client's address** below (the “**Project**”).

This **AGREEMENT** is made this [dd] day of [month] in the year 2021.

BETWEEN the **CLIENT** (“**you**”, “**your**”):

**[Client Name:]**

**[Client Address:]**

**[Client City, State, Zip]**

AND the **DESIGNER** (the “**Designer**”, “**I**”, “**me**”, “**us**”):

**Kathie Grace Roberts dba Grace Your Dwelling Place, LLC**

**West Chester, OH 45069**

I thank you for the confidence you have placed in us and ask that you confirm the following by signing and returning to us a copy of this **AGREEMENT** for such purpose, together with your payment via **stripe**® (credit card or ACH bank transfer) in the sum of **[Design Fee]** dollars representing the required payment to be made to us under this **AGREEMENT** with any balance due upon substantial completion of your design **PACKAGE** Plan.

I look forward to working with you.

Graciously yours,

*Kathie Grace Roberts, Founder/Designer*

Grace Your Dwelling Place, LLC

### **AGREED AND ACCEPTED:**

Date: [mm/dd/yyyy]

The **CLIENT** and the **DESIGNER** (“**we**”) agree as follows:

The **PROJECT** pertains to the following area, as specified in *Itinerary A*, within **Client's** property located at:

**[Project: Street]**

**[Project: City, State, Zip Code]**



## **AGREEMENT ITINERARIES:**

### **PROJECT INFORMATION**

- **Itinerary A: PROJECT Information**

### **INCLUDED DESIGN SERVICES**

The "Included Design Services" to be provided by us are defined in **Itineraries B and C:**

- **Itinerary B: e-Design Services and Package Plan Descriptions**
- **Itinerary C: Selection and Specification of Merchandise**

### **COMPENSATION**

- **Itinerary D: Designer Compensation Fees**

### **TERMINATION RIGHTS**

- **Itinerary E: Termination Rights**

### **DISPUTE RESOLUTION**

- **Itinerary F: Dispute Resolution**

### **ITINERARY A: PROJECT INFORMATION**

With your "Welcome Onboard" email you will receive a Tutorial on how to use the Design Platform. Please keep it handy for future reference.

**PROJECT Area:** The PROJECT to be designed by us is the **[room/area type]** as requested in Questionnaire.

#### **PROJECT Timeframe:**

- CLIENT submits this signed **AGREEMENT** and **Designer Compensation Fees** per Payment Terms. Within five [5] Business Hours\* of receipt:
  - DESIGNER delivers, via email, the "Welcome to Step One" Packet to CLIENT.
- After DESIGNER receives **Step One Homework** with CLIENT provided room measurements and upon CLIENT's notification of our approval, DESIGNER work on PROJECT begins the next Business Day\*.
- Design work will take approximately 3-14 Business Days\* (per PACKAGE & PROJECT Area) to complete.
- Revision requests are required to be made within three [3] days of initial delivery of the schematic stage for the PROJECT PACKAGE Plan "Included Design Services".
- Upon your signing of the "Passport of Acceptance" you will receive downloadable and printable PDFs of your PROJECT and we will have concluded this **AGREEMENT**.

If the CLIENT requires a rush PROJECT, the DESIGNER will charge an additional 25% on top of the PROJECT **Design Fee** *if* the DESIGNER is available.

\* Business Hours of Operation: Monday – Friday, 10AM – 5PM Eastern Time \*  
*Consultations may be scheduled by appointment beyond regular Business Hours at the Bonus hourly rate of \$112, 1 hour minimum.*



## **ITINERARY B: E-DESIGN SERVICES**

### **General:**

E-DESIGN is a virtual design service only. Recommendations made are purely suggestion. If construction is planned, the CLIENT is advised to consult and separately contract with a licensed contractor. All renderings and Room Floor Plans by the DESIGNER are conceptual in nature and are intended to set forth design intent; they are not to be used for architectural or engineering purposes.

The DESIGNER'S services shall not include undertaking any responsibility for the design or modification of the design of any structural, heating, air-conditioning, plumbing, electrical, ventilation or other mechanical systems installed or to be installed at the PROJECT.

Should the nature of DESIGNER'S design concepts require the services of any other design professional, such professional shall be engaged directly by CLIENT pursuant to separate AGREEMENT as may be mutually acceptable to the CLIENT and such other design professional. It is the CLIENT'S responsibility to obtain all approvals required by any governmental agency or otherwise in connection with this PROJECT.

If the CLIENT has a space that is a combination-use room (i.e., living room/dining room combination), payment will be for two separate PROJECT Areas.

As set forth in **Itinerary A** the DESIGNER will provide the "Welcome to Step One" Packet with directions for how we proceed and your taking of measurements of the space to be designed. The CLIENT is responsible for providing accurate dimensions and drawings.

If changes are made by the CLIENT after the design has begun, additional time and/or fees may be required and documented in writing.

The final **Design Documents** as defined below will provide the CLIENT with everything that the CLIENT needs to complete your PROJECT per PACKAGE Plan description.

### **Communication:**

The Design Platform Portal provides consistent communication and tracking of PROJECT progress for the benefit of both the CLIENT and the DESIGNER. A Design Platform Tutorial is provided as set forth in **Itinerary A**.

The CLIENT agrees that all correspondence will occur through online communication, primarily via our Design Platform, occasionally through email. CLIENT agrees to additional fees for local in-person visits if requested.

CLIENT will provide all DESIGNER requested information DESIGNER may need to proceed with and complete the PROJECT.

If the CLIENT desires any changes, it is the CLIENT'S responsibility to inform the DESIGNER of proposed changes in writing via the Design Platform.

The 3D Interactive Full-Color Room Floor Plan Rendering (PACKAGES 2 and 3) is accessible only online.

Unlimited follow-up questions (via Design Platform) are included in every design PACKAGE Plan for a period of three [3] business days from the delivery date of the **Design Documents**. The follow-up question period can be extended by three [3] business day increments at an additional cost to be agreed upon in writing between the DESIGNER and the CLIENT.

### **General Design Concept Services: (some may not pertain to your PACKAGE Plan)**

- Discuss with you online, your design preferences for each PROJECT Area.
- DESIGNER provides necessary directions for CLIENT to fulfill your required tasks for your PROJECT.
- DESIGNER provides Functional Furniture Arrangement Room Floor Plan to scale (1/4" = 1'0") specifying the general location of movable furnishings. The Room Floor Plan is based on existing blueprints/plans and/or measurements to be furnished by CLIENT and approved by us.



- DESIGNER provides Digital samples as necessary (per PACKAGE Plan) to generally illustrate our suggested design concepts, including color schemes, wall coverings, floor coverings, furnishings, lighting, decorative accessories, and/or window treatments for your approval.
- DESIGNER provides Schematics (e.g., Room Floor Plan, Style Concept Mood Board, 2D/3D Room Floor Plan Renderings) for each stage of your PACKAGE Plan. (See **PACKAGE Plan Descriptions** below for your specific "Included Design Services".)
- DESIGNER provides Furnishings/Shopping List per your PACKAGE Plan.
- DESIGNER provides Step-by-Step Guidance per your PACKAGE Plan to implement your PROJECT.
- DESIGNER provides **Revisions** per PACKAGE Plan. Specific Quantities and Types of **Revisions** for each PACKAGE Plan "Included Design Services" are outlined below in the **Revisions** section. **Revisions** must be requested within three [3] business days of initial delivery of each PACKAGE Plan PROJECT Stage.

### **PACKAGE Plan Descriptions**

- All PACKAGES include Stage 1:
  - One [1] Functional Furniture Arrangement Room Floor Plan in gray-scale rendition
  - Step-by-Step Guide shows you how to pull your room together.
- PACKAGES 2 and 3 also include Stage 2:
  - Perspective Renderings show the CLIENT what the room will look like with similar furnishings.
    - One [1] 2D Top-Down, Full-Color Room Floor Plan Design Board
    - One [1] 3D *Interactive* Full-Color Room Floor Plan Rendering  
(NOTE: 3D Interactive Rendering is available only online, thus not part of **Design Documents**)
  - One [1] Color Style Concept Mood Board *showing all the PROJECT specific Furnishings together*
  - One [1] Shopping List *with Quantities, URLs, Stores and Price of Items* specifically sourced for PROJECT.
- PACKAGE 3 exclusives include Stage 3:
  - One [1] additional Style Concept Mood Board with *Custom Accessory and Lighting selections*

### **Revisions:**

- All PACKAGEs include one [1] Functional Furniture Arrangement Room Floor Plan revision when requested within three [3] business days of you receiving the initial gray-scale Room Floor Plan.
- PACKAGE 2 includes one [1] overall Style Concept revision with up to three [3] product swaps. (Total of two revisions including Room Plan rearrangement)
- PACKAGE 3 includes two [2] overall Style Concept revisions with several product swaps. (Total of three revisions including Room Plan rearrangement)
- A Room Plan revision consists of rearranging the moveable furnishings in the initial Room Plan.
- Overall Style Concept revisions consist of the allowable specific PACKAGE Plan product quantity of swaps plus a color schematic change (if requested) that is then reflected on your Style Concept Mood Board and the 2D/3D Room Floor Plan Renderings. (Additional furnishing rearrangement with product swaps is at DESIGNER discretion.)
- Design Consultations are ongoing for Revisions at each PROJECT Stage.
- Additional Revisions can be purchased Ala Carte at an hourly rate of \$75.00 in increments of two [2] hours with a minimum of \$150.



## Design Documents:

Our **Design Documents** provided for the PROJECT illustrate our suggested Design Concepts per your PACKAGE Plan that are presented to you for your review.

All the drawings, specifications, plans, sketches, and other documents prepared by us for your PROJECT (our "**Design Documents**") are conceptual in nature and intended to set forth our design intent only. DESIGNER does not and is unable to perform architectural, engineering, or construction services. Accordingly, (i) our services do not include undertaking any responsibility for the design of or modification to any structural, heating, air conditioning, plumbing, electrical, ventilation, audio, video, or other mechanical systems installed or to be installed at the PROJECT site; and (ii) our **Design Documents** must not be used by you or by any other person for architectural, engineering, or construction purposes. In addition, DESIGNER makes no representations that any recommendations set forth in any **Design Document** will meet applicable code or regulatory requirements.

The preparation of digital drawings, elevations, renderings, or other detailed drawings for custom millwork, cabinetry, or furnishings/merchandise and/or any Service not specifically provided for within the "*Included Design Services*" are not part of our design service under this **AGREEMENT**.

**Ownership and Use of Design Documents.** All **Design Documents** that are prepared or furnished by us are owned by us and will be always our exclusive property, and I will retain all intellectual property rights and proprietary rights, including copyrights and trademarks, in and to these documents. You may use our **Design Documents** only as permitted by this **AGREEMENT**. In the event of termination of this **AGREEMENT** (or in the event that I am legally determined to be in default of the **AGREEMENT**), you may continue to use our **Design Documents** provided that (a) you have paid us all amounts owed to us under this **AGREEMENT** (or otherwise), including but not limited to unpaid Design Fees, Purchasing Fees, PROJECT Administration Fees, Hourly Rates, Reimbursable Expenses, Invoices, and all additional compensation owed to us; (b) you agree to indemnify and hold us free and harmless from and against any and all costs, claims, liabilities, or expenses, including reasonable attorneys' fees and related costs, arising out of, resulting from or relating in any manner to your subsequent use of our **Design Documents**; (c) you release us from any further obligations I may have to you; and (d) you will not permit any other person, firm, or entity to claim design credit for any work prepared by us. Upon your signing of the "*Passport of Acceptance*" you will receive downloadable and printable PDFs of your PROJECT and we will have concluded this **AGREEMENT**.

## **ITINERARY C: SELECTION and SPECIFICATION OF MERCHANDISE**

DESIGNER will e-source the following merchandise as noted per PACKAGE Plan.

PACKAGE 1:

- Pre-determined generic furnishings for room arrangement purposes only

PACKAGES 2 and 3 – Color and Style Specific:

- Furniture, including but not limited to: Case goods, chairs, upholstered seating, office furniture, tables, accent furnishings.
- Flooring: permanent e.g., hardwood, tile, etc.; area rugs
- Wall paint and trim colors

PACKAGE 3 only:

- Accessories: art, sculptures, pictures, plants, vases, bowls, etc. Lighting fixtures: table, floor, ceiling.

**Designer e-Design Shopping consists of:**

- Selecting and sourcing Merchandise for your PROJECT via online stores.
- Providing photographs or other visual illustrations of Merchandise for your consideration.
- Providing a Shopping List per PACKAGE Plan "*Included Design Services*" with products for your consideration/approval that will be purchased by you.



Installation: You will be responsible for receiving, assembling, decorating, and installing all products purchased via the Shopping List provided.

### **e-Design Merchandise Pricing:**

Except as set forth in the "Specified Price" of each item, Merchandise shall be the retail cost for the item. The DESIGNER cannot guarantee that the Specified Price or actual prices for Merchandise or other costs or services as presented to the CLIENT will not vary either by item or in the aggregate from any CLIENT proposed budget. Items may be on back-order, discontinued, or increased in price by the time the CLIENT orders. Your request for finding suitable replacements must be made within 14 days of final approval and delivery of **Design Documents**. Any further requests or changes beyond 14 days of final approval and delivery of your PACKAGE Plan **Design Documents** will incur an additional charge at an hourly rate of \$75.00 in increments of two [2] hours with a minimum of \$150. Hourly charges will be invoiced to the CLIENT and all invoices are due upon receipt before the work of finding replacements shall commence.

All Charges for freight, storage, delivery, handling, insurance, assembly, and installation as well as taxes (where applicable), will be paid by the CLIENT in addition to the item cost.

### **Purchasing Merchandise:**

DESIGNER will provide links for suggested products for the PROJECT that may connect CLIENT to a third-party vendor. Products may be warranted by their respective manufacturers. CLIENT is referred to such warranties and policies for their terms and conditions. DESIGNER is not the manufacturer of any products. DESIGNER assumes no responsibility or liability for CLIENT's purchasing experience with third party vendors and recommends that CLIENT review their policies before committing to any purchase.

*DESIGNER strongly recommends that CLIENT requests samples for fabrics and other finishes as much as possible to verify color and durability prior to purchasing. Computer monitors display colors differently and dye-lots can differently affect the look of the actual product. DESIGNER is not responsible for such variations. In cases where the DESIGNER has specified paint colors, CLIENT acknowledges that, due to varied conditions of lighting, wall finishes and other factors, colors may not be a true representation of how they appear on the swatches. These color swatches are supplied by paint companies to provide a visual guideline for each color and may not represent an exact match of color and finish. The DESIGNER strongly recommends that CLIENT purchase samples and tests all samples on several walls, in several lighting conditions to make sure CLIENT likes the colors specified by the DESIGNER.*

DESIGNER shall not be liable for loss or damage of any kind resulting from delays or inability to deliver goods sold hereunder due to back orders, fire, labor troubles, accidents, acts of civil or military authority, acts of terrorism, acts of nature, failure, or delay in its usual source of supply or from any other cause beyond DESIGNER'S control.

It is customary for manufacturers to ship items as they are completed. CLIENT agrees to accept delivery upon arrival and understands that all delivery and completion dates are approximate. DESIGNER has no control over time frame of delivery of orders placed with vendors. Shipping, handling, freight, delivery, and all fees associated with orders are the responsibility of the CLIENT purchaser.

The DESIGNER is not responsible for the appearance, quality, or workmanship of any products that were not purchased by the DESIGNER. The DESIGNER cannot be held responsible for arranging repairs, replacement or freight claims for purchases made in conjunction with recommendations in the design PROJECT.

All items specified are available through online retailers within the United States of America. In some cases, products will be specified by manufacturer and item number giving the CLIENT the option to shop the product on your own for best pricing or for reference if you prefer to use local vendors. DESIGNER may also provide the CLIENT with affiliate links for purchasing products, in which case the DESIGNER will make a small percentage commission, at no additional cost to the CLIENT.



- **Affiliate Compensation:** DESIGNER may receive compensation for recommendations made referring to the products or services on your Shopping List. This compensation may be in the form of money, services or complementary products and could exist without any action from a website visitor. Should you purchase a product or service that was recommended by us, it is understood that some form of compensation might be made to us. For example, if you click on an affiliate link in your Shopping List provided by us and then make a purchase of the recommended product or service, DESIGNER may receive compensation. This Compensation Disclosure has been provided for your protection and to fully disclose any relationship between us and our product or service recommendations and the owners of those products or services.
- **Scope of Agency.** As your own Purchasing Agent, you will be purchasing Merchandise and Decorative Installations directly from the associated vendor and not from us. Accordingly, all such purchases will be subject to the applicable vendor's terms and conditions of sale, including their cancellation policy. DESIGNER shall have no obligation to review, negotiate, or modify any of the vendor's terms and conditions of sale on your behalf; nor is DESIGNER responsible for determining liability for, exemption from, or payment of sales taxes on purchases. All such matters are to be resolved by you and the associated vendor directly. In addition, DESIGNER will not be responsible for the neglect or failure on the part of any associated vendor to meet their schedule, nor shall DESIGNER be responsible for the quality or available quantity of any Merchandise or service provided to you by any vendor. Any and all warranties to be obtained (if obtainable) are to be obtained by you directly from the associated vendor.

#### **ITINERARY D: DESIGNER COMPENSATION FEES**

**DESIGN FEE: [\$XXX]**

##### **Design Fee:**

For our services defined in *Itinerary B: "E-Design Services"* and *Itinerary C: "Selection and Specification of Merchandise"* (collectively referenced as "*Included Design Services*"), our fee structures are in accordance with the following and further defined in Payment Terms. Our **Design Fee** includes one [1] final presentation of our **Design Documents** for each PROJECT Area as specified above for each PACKAGE Plan.

Our **Design Fee** does not include drafting/rendering time in connection with Custom Merchandise or any Service not specifically provided for within the "*Included Design Services*". If DESIGNER provides any services to you or on your behalf outside of those "*Included Design Services*", time expended by us will be billed to you at our Hourly Rate set forth below under Custom Ala Carte Design Services.

Examples of such excluded services comprise of, but are not limited to, the following:

- Additional revisions to our design concepts beyond those "*Included Design Services*" in the **Design Fee**.
- Any revisions to our design concepts after you have approved them.
- Alternate selections for any item of Merchandise more than those "*Included Design Services*" in the **Design Fee**, or if items go out of stock after 14 business days of presenting the Shopping List.
- Revisions caused by CLIENT inconsistencies in instructions, information, or plans provided by you or your Design Related Professionals.
- Consultation with your Design Related Professionals to answer questions regarding the interpretation and/or clarification of our **Design Documents** or to coordinate our documents with theirs.

##### **Payment Terms and Schedule:**

**All PACKAGES: Design Fee** is payable in full of signing this **AGREEMENT** at time of purchase.

If the CLIENT requires a rush PROJECT, the DESIGNER will charge an additional 25% on top of the PROJECT **Design Fee** *if* the DESIGNER is available.



Any further requests or changes beyond “*Passport of Acceptance*” final approval and delivery of your PACKAGE Plan **Design Documents** will incur an additional charge at an hourly rate of \$75.00 in increments of two [2] hours with a minimum of \$150. Hourly charges will be invoiced to the CLIENT and all invoices are due upon receipt before further work on revisions and/or of finding replacements shall commence.

**Custom Ala Carte Design Services:**

Hourly rate of \$75.00 in increments of two [2] hours with a minimum of \$150.

I reserve the right to adjust Hourly Rates on an annual basis. Hourly Rates are in addition to all other fees and costs payable by you under this **AGREEMENT** and will be invoiced to you biweekly.

**Payment Method:**

All payments are made through our secure online **stripe**® (credit card or ACH bank transfer) portal link within the Design Platform and are non-refundable. Once your upfront payment has been received, you, the CLIENT, will receive your “*Welcome to Step One*” Packet with directions on how we proceed with your PROJECT.

**ITINERARY E: TERMINATION RIGHTS**

**1. Termination for Cause.**

This **AGREEMENT** may be terminated by either party upon the other party’s default in performance. Termination may not be assumed unless written notice specifying nature and extent of default is given to the concerned party and such party fails to cure such default in performance within three [3] business days from date of receipt of such Notice. Termination shall be without prejudice to any and all other rights and remedies of DESIGNER, and CLIENT shall remain liable for all outstanding obligations owed by CLIENT to DESIGNER and for all items of Merchandise and other services on order as of the termination date.

**2. Right to Terminate Without Cause.**

Either DESIGNER or CLIENT may, upon three [3] days written Notice to the other party, terminate this **AGREEMENT** for any reason. Should you terminate this **AGREEMENT**, you will remain financially obligated and responsible for all services completed, all Merchandise and Design PACKAGE(s) ordered, and all other commitments to us and to third parties that are set forth in signed Proposals. In addition, you shall be obligated to pay all monies due to us as under this **AGREEMENT** (including, but not limited to, unpaid invoices, Design Fees, Hourly Rates, and other DESIGNER compensation, and Reimbursable Expenses (whether or not such invoices have been submitted)), and reasonable hourly charges and expenses incurred after termination in connection with any transition services requested by you. Termination shall be without prejudice to any and all other of our rights and remedies owed to us.

**3. Termination Fee.**

In addition to all other amounts owed to us under this **AGREEMENT**, if the PROJECT is terminated by you prior to your “*Passport of Acceptance*” written approval of the **Design Documents**, you agree to pay to us, as additional compensation, a termination fee (“**Termination Fee**”) in an amount equal to the greater of:

- (a) Fifty percent (50%) of the entire Design Fee; or
- (b) an amount equal to the number of hours expended by us for services rendered in connection with the preparation of such **Design Documents** to the date of termination calculated at a rate of **\$75.** per hour.

This Termination Fee is payable to us whether or not you use our **Design Documents** after termination. Should the CLIENT terminate this PROJECT for any reason, DESIGNER will be entitled to full payment for all the time invested to that point.

Neither CLIENT nor DESIGNER may assign their respective interests in the **AGREEMENT** without the written consent of the other.



### **ITINERARY F: DISPUTE RESOLUTION**

Any dispute between DESIGNER and CLIENT arising out of or relating to this **AGREEMENT** shall be resolved in accordance with the provisions set forth as follows:

#### **Jurisdiction:**

The laws of the State of Ohio shall govern this **AGREEMENT**. Any controversy or claim arising out of or relating to this **AGREEMENT**, or the breach thereof, shall be decided by arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association then in effect, and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

This **AGREEMENT** is a complete statement of DESIGNER'S and CLIENT'S understanding. No representations or AGREEMENTs have been made other than those contained in this **AGREEMENT**. This **AGREEMENT** can be modified only in writing signed by both DESIGNER and CLIENT.

### **MARKETING DISCLAIMER**

The DESIGNER reserves the right to use the CLIENT'S **Design Documents** and/or other product deliverables in websites, blogs, or other marketing efforts.

Should the DESIGNER require a record of DESIGNER'S PROJECTS, CLIENT will permit DESIGNER or DESIGNER'S representatives to photograph the PROJECT upon completion of the PROJECT. DESIGNER will be entitled to use photographs for DESIGNER'S business purposes but shall not disclose PROJECT location or CLIENT'S name without CLIENT'S prior written consent.

Should the CLIENT submit photographs of the completed designed space, CLIENT agrees that CLIENT owns the copyright to the photograph and gives the DESIGNER permission to use the photographs in websites, blogs or other marketing efforts without any compensation with the exclusive right and license to use, copy, distribute, display, publish, perform, sell, sublicense, modify, edit, adapt, translate, transmit, create derivative works from, and otherwise exploit all images in any document, medium or technology that the DESIGNER elects, whether now or in the future for marketing purposes.

All concepts, drawings, and specifications (**Design Documents**) prepared by DESIGNER'S firm and all copyrights and other proprietary rights applicable thereto always remain the DESIGNER'S property. **Design Documents** may not be used by CLIENT for any purpose other than CLIENT completion of PROJECT.

*I have scheduled this block of time specifically for you, to the exclusion of other PROJECTS. Therefore, all payments are final and non-refundable.*

*Once you agree, securely sign below, and submit payment, I can then get started on your PROJECT.*

*I work hard to keep your PROJECT on time and running smoothly. The best thing that you can do to help with that is to keep in close communication with me. I look forward to working with you!*

To accept this **AGREEMENT**, please check the box below and securely sign now.

You, the **CLIENT**, do hereby acknowledge that you've read and agree to the terms stated above.

