



Clayborn Engineering - Terms & Conditions

1. Agreement & Acceptance

By hiring Clayborn Engineering ("Clayborn," "we," "us," or "our") and/or providing your mailing address, email address, or mobile phone number, you ("Client," "you," or "your") accept and agree to these Terms & Conditions ("Agreement"). If you do not agree, do not engage our services or provide us with your contact details.

2. Definitions

2.1 Services: The professional architecture and engineering services you select through our website (e.g., conceptual design, structural calculations, site evaluations, renderings, permit documents, project coordination) as detailed in your signed proposal.

2.2 Communication: Any notice, document, invoice, update, marketing or service message sent via mail, email, or SMS/text message.

2.3 Subconsultant: A third-party professional (e.g., surveyor, render artist) engaged to assist with your project at your request or for your convenience.

2.4 Contractor: The construction professional or firm hired by you to build or implement the project.

3. Scope of Services

The scope of our Services is defined by your selections on our website and the signed proposal. We will provide only those professional services specifically listed. Services are generally limited to planning, design, engineering, and coordination of the documents for your selected project (such as custom room additions, 3D renderings, structural framing plans, etc.). You acknowledge that:

3.1 We are not the contractor; we do not supervise construction and do not guarantee the performance or workmanship of contractors or subcontractors.

3.2 Deliverables include PDF drawings but their exact content varies by project.

3.3 Any revisions or change orders outside the agreed scope will incur additional fees and extend timelines (see Section 9).

4. Client Responsibilities

You agree to:

4.1 Provide Accurate Information: Supply timely, complete and accurate data about your property, existing conditions, and project requirements.

4.2 Zoning & Code Compliance: Verify (at your expense) that the project complies with all zoning, land-use, setback, height and building code requirements. Although we design to our best understanding of applicable codes, you and your contractor must ensure the work is built in accordance with current laws.

4.3 Permits & Fees: Secure any needed permits and pay all governmental fees and processing charges (see Section 6). We do not guarantee permit or zoning approvals.



4.4 Contractor Oversight: Hire qualified contractors and ensure they adhere to codes; we are not responsible for construction means or methods.

4.5 Communication: Maintain current contact information and respond promptly to communications. Delays in approvals or information may extend project timelines.

5. Consent to Communications and Marketing

5.1 Service Communications: By providing contact details, you consent to receive service-related communications via email and SMS (text). These include proposals, invoices, appointment reminders and project updates.

5.2 Marketing Consent: We will obtain affirmative consent ("opt-in") before sending marketing texts or emails, as required by U.S. anti-spam laws. Consent will be requested during your website checkout or account creation. Without such consent, you will receive only service communications.

5.3 Opt-Out Methods: You may opt out of marketing messages at any time. To stop receiving texts, reply with "STOP," "REMOVE," or "UNSUBSCRIBE." To stop marketing emails, click the "unsubscribe" link or email us with "unsubscribe." If a message lacks an unsubscribe link, email or call us to opt out. We will honor opt-out requests promptly.

5.4 Message Frequency & Charges: Service message frequency varies with project stages. Carrier message/data rates may apply; you are responsible for those costs.

5.5 SMS Program Details:

Sender Identification: SMS messages from Clayborn are sent from +1 (317) 680-7357 and identify "Clayborn Group" as the sender.

Program Purpose: Clayborn uses SMS to (1) confirm receipt of inquiries submitted through our website forms, (2) coordinate scheduling for consultations, site visits, and inspections, (3) provide updates on active projects, and (4) respond to customer service questions.

Help: To request assistance, reply HELP to any SMS message from Clayborn, or contact us using the details in Section 24.

Mobile Information Sharing: No mobile information will be shared with third parties or affiliates for marketing or promotional purposes. Mobile data may be shared only with service providers that support the operation of the SMS program (such as our SMS platform), and only for that purpose. All other use or sharing of SMS data is prohibited.

Opt-Back-In: To resume messages after opting out, reply START to a previous message thread or contact us using the details in Section 24.

Eligibility: You must be 18 years of age or older to opt in to the SMS program, or have parental or guardian consent.

6. Fees & Payment Terms

6.1 Deposits & Scheduling: Projects up to \$10,000 must be paid in full before work begins. Projects over \$10,000 require a \$10,000 deposit; remaining balances are billed biweekly. Work starts once funds clear.

6.2 Payment Processing Fees: Credit-card payments incur a 4% processing fee, which is non-refundable. Bank transfer or wire fees are paid by you and billed separately.

6.3 Permit & Processing Fees: All government permit fees, filing fees, and agency charges are your responsibility and will be billed as additional costs.

6.4 Returned Payments: Any returned checks or failed electronic payments incur a \$100 penalty plus bank charges. Services may be suspended until payment is resolved.

6.5 Cleared Funds Requirement: We will not commence or continue services until all required deposits, invoice payments, and related fees (including permit fees and penalties) have cleared our account. Delays in payment clearance will extend timelines.

6.6 Refunds: Deposits are non-refundable. No refunds will be issued for completed work or delivered services.

7. Intellectual Property

All drawings, models, renderings and documents we produce remain our intellectual property. Upon full payment, we grant you a limited, non-transferable license to use the deliverables solely for the agreed project. You may not reuse, reproduce, or transfer our work without our written permission and payment of additional fees.

8. Third-Party Services & Subconsultants

For your convenience, we may engage subconsultants (e.g., surveyors, renderers) or recommend third-party software or services. You acknowledge that:

8.1 Subconsultants are independent professionals; you may be required to contract with them directly.

8.2 We make no representations about the accuracy, performance, or reliability of third-party services. You release us from liability arising from their work.

8.3 Our liability for any subconsultant we engage remains limited as described in Section 12.

9. Change Orders, Revisions & Additional Services

Any request for revisions or additional services beyond the original scope requires a written change order. Such services will be billed at our then-current rates and may extend timelines. Examples include multiple design options, material take-offs, rush delivery, weekend availability, or extra revisions.

10. No Professional Liability Beyond Contract & No Guarantees

We provide professional design and engineering services only; we are not responsible for construction, contractor performance or cost overruns. We do not guarantee that your project will receive permits, zoning approvals, construction bids within budget, or any specific outcome. Although we strive to comply with building codes, local authorities have final discretion. You agree not to rely on any verbal statements outside this written Agreement (non-reliance clause).

11. Warranties & Disclaimers



Our services and communications are provided “as is” and “as available.” We do not warrant that our emails or text messages will always be delivered or that they will be free from errors, viruses, or interruptions. We are not responsible for undelivered or delayed messages.

12. Limitation of Liability

To the fullest extent permitted by law, our total liability for any claim arising from or related to this Agreement (including communications, services, or subconsultant engagements) is limited to the total fees paid by you. We are not liable for indirect, incidental, special, or consequential damages. You agree that subconsultants' liability is limited to their separate contracts with you.

13. Indemnification

You will indemnify and hold harmless Clayborn, its employees and agents from any claims, damages, or expenses arising from your breach of this Agreement, misuse of deliverables, violation of laws, or negligence by your contractors or agents.

14. Force Majeure

We are not liable for delays or failures caused by events beyond our reasonable control, such as natural disasters, pandemics, wars, strikes, acts of government or other “acts of God.” Force majeure clauses protect parties when unforeseeable, external events make it impossible to perform contractual obligations.

15. Termination & Suspension

We may suspend or terminate services if invoices remain unpaid, if you are uncooperative, if site conditions change materially, or if force majeure events prevent performance. You may terminate by written notice; we will bill you for work completed to date. Completed work and deposits are non-refundable.

16. Record Retention & File Destruction

We retain project records for a minimum of three years after completion. After that period, we may destroy files without further notice. You are responsible for safeguarding your copies of deliverables.

17. Electronic Signatures & Records

You consent to electronic signatures and agree that digital acceptance of these Terms (via our website or email) is legally binding. You may request a paper copy of this Agreement at any time.

18. Assignment & Transfer

You may not transfer or assign this Agreement or your rights under it without our written consent. We may assign this Agreement to a successor in interest.

19. Severability & Survival

If any clause is found invalid or unenforceable, the remainder of the Agreement remains in effect. Clauses regarding intellectual property, liability limitations, indemnification, and record retention survive termination.

20. Dispute Resolution (Optional)

Before initiating litigation, the parties agree to attempt to resolve disputes through mediation. If mediation fails, disputes will be resolved through binding arbitration in Indiana or in the courts of Indiana (based on your preference).

21. Governing Law

This Agreement is governed by the laws of the State of Indiana. Venue for any dispute lies exclusively in Indiana.

22. Modifications & Updates

We may update these Terms to reflect changes in laws or business practices. Because we do not maintain an online client portal or database, you agree that the latest version of these Terms can always be obtained by requesting a copy from us via email, phone, or visiting our website. Continued engagement after receiving updated Terms constitutes acceptance.

23. Entire Agreement

This Agreement, along with your signed proposal and any change orders, constitutes the entire agreement between you and Clayborn. It supersedes all prior discussions or representations. Any amendments must be in writing and signed by both parties.

24. Contact Information

For questions, to update your communications preferences, or to request a copy of the current Terms, contact:

Clayborn Engineering

info@clayborngroup.com

+1 (317) 680-7357

25. Artificial Intelligence and Data Use

All drawings, renderings, models, specifications, reports, and communications produced by Clayborn Engineering are confidential and may not be used to train, develop, or improve any artificial intelligence or machine learning systems without our prior written consent. The Client grants Clayborn Engineering the right to use non-identifiable project data internally for quality control, research, and productivity purposes, including the use of AI-assisted tools. Clayborn Engineering does not disclose identifiable client or project information to third parties for AI training or data sales. Clayborn Engineering is not liable for errors, omissions, or delays arising from the use of AI-assisted tools or third-party technology platforms.

26. Assumptions and Exclusions

Project pricing is based on reasonable assumptions from the information available at the time of proposal. The quoted scope does not include unforeseen conditions, design changes, or additional work outside the agreed services. Examples include, but are not limited to: retaining walls, abnormal soil or site conditions,



hazardous materials, adverse weather impacts, changes required by permitting authorities, or design revisions requested after acceptance. Any such additional work will require a change order and will be billed as extra services at Clayborn Engineering's standard rates.

27. Site Visits, Photos, Video, and Laser Scans

Clayborn Engineering may record photographs, video, audio, or laser scans during site visits for the purpose of documentation, design, analysis, quality control, and internal records. All such materials remain the sole property of Clayborn Engineering. The Client grants permission for Clayborn Engineering to capture and retain these records without further consent. Clayborn Engineering will not publicly disclose identifiable client information without prior written approval. These records may be archived or destroyed at our discretion. Raw photo, video, or scan files are not part of the deliverables and will not be provided unless expressly included in the proposal and compensated as additional services.

28. Marketing Use of Project Materials

Clayborn Engineering retains the right to use, reproduce, and display project drawings, renderings, models, photographs, video, and related materials created in the course of providing services for marketing, promotional, portfolio, educational, and business development purposes. This includes publication on websites, social media, advertising, and print materials. Confidential or proprietary information (such as client financial data or security-sensitive details) will not be disclosed without prior consent.

29. Client Reviews and Testimonials

By engaging Clayborn Engineering, the Client authorizes Clayborn Engineering to request, use, and publish written or recorded reviews, testimonials, or feedback for promotional purposes. Testimonials may be edited for length and clarity but will not be materially altered in meaning. The Client may revoke permission for future use of testimonials by written notice; however, materials already published may remain in circulation.

30. Cloud Storage and Data Security

Clayborn Engineering may store project files, communications, and related data on third-party cloud platforms such as Dropbox, OneDrive, or equivalent services. While we take reasonable measures to secure data, we do not guarantee absolute security and are not liable for any unauthorized access, loss, or corruption of data arising from third-party platforms. The Client acknowledges and accepts that such services are used for efficiency and collaboration, and that Clayborn Engineering makes no warranties regarding the uninterrupted availability or security of third-party systems. Clients remain responsible for retaining their own copies of project records.

31. Deliverables and CAD Files

Clayborn Engineering's sole deliverable is an electronic PDF plan set. Clients may print copies of the PDF at a local print shop or reproduction service of their choice. Native CAD files, BIM models, or other editable digital formats are not deliverables and will not be provided unless expressly agreed in writing. Clayborn Engineering assumes no liability for the use, modification, or distribution of such files by others.

32. Contractor Responsibilities

All contractors, subcontractors, and vendors engaged by the Client are solely responsible for verifying dimensions, site conditions, and compliance with applicable building codes, zoning laws, and safety regulations prior to starting work. Contractors must be properly licensed and insured. The Client is responsible for conducting background checks, confirming licensing and insurance, and ensuring compliance with workplace safety requirements, including use of personal protective equipment (PPE). Clayborn Engineering has no responsibility for site safety, construction means and methods, contractor competence, or contractor compliance with laws, codes, or regulations.

33. Site Safety Disclaimer

Clayborn Engineering is not responsible for site safety, OSHA compliance, or any accidents, injuries, or damages that occur during construction. Responsibility for safety rests solely with the contractor, subcontractors, and property owner.

34. Cost Estimates Disclaimer

Any cost opinions, estimates, or budget figures provided by Clayborn Engineering are for general guidance only and are not guarantees of actual construction costs, bids, or financing outcomes. The Client is solely responsible for obtaining accurate cost information from contractors or suppliers.

35. Record Retention and File Deletion

Clayborn Engineering may, but is not obligated to, retain project records for a period of up to five (5) years after completion. Files may be deleted at any time without notice due to file migration, server space limitations, or internal data management needs. Clients are responsible for maintaining their own project copies.

36. No Reliance / Entire Agreement

The Client acknowledges that they are not relying on any oral statements, emails, marketing materials, or representations not expressly included in these Terms or in the signed proposal. This Agreement constitutes the entire understanding between the parties.

37. Client Cooperation

The Client agrees to provide timely approvals, decisions, and accurate project information as reasonably required. Clayborn Engineering shall not be responsible for delays, cost increases, or damages resulting from Client's failure to provide cooperation or information when requested.

38. Consequential Damages Waiver

To the fullest extent permitted by law, Clayborn Engineering shall not be liable for any indirect, incidental, or consequential damages, including but not limited to lost profits, loss of financing, lost rental income, or lost business opportunities, even if advised of the possibility of such damages.

39. Suspension of Services



Clayborn Engineering reserves the right to suspend services immediately if invoices are unpaid, deposits are not received, or the Client is otherwise uncooperative. Any such suspension shall not be deemed a breach of contract, and project schedules will be extended accordingly.

40. Governing Language

These Terms and Conditions are written in English, and the English version shall control in all respects. Any translation provided is for convenience only and shall not affect interpretation or enforceability.

41. Severability and Survival

If any provision of this Agreement is found unenforceable, the remaining provisions shall remain in full force. Provisions relating to limitation of liability, indemnification, intellectual property, confidentiality, and payment obligations shall survive termination or completion of services.

42. E-Commerce and Online Services

All purchases made through Clayborn Engineering's website or online platforms are final. No refunds will be issued once services have commenced or files have been delivered. Clients are responsible for any applicable sales, use, or value-added taxes. This Agreement and all online transactions are governed by the laws of the State of Indiana, regardless of the Client's location.