

## Pattern Making Services Agreement

This Agreement for Pattern Making Services (Agreement) is made between \_\_\_\_\_ (Client) and Apparel Pattern Making, LLC (APM), collectively referred to as the Parties.

### Background

APM is to provide textile pattern making services for Client. The parties intend that this Agreement shall govern the terms and conditions under which APM provides services to Client. The scope of each individual project is set forth in the estimate for that project or concurs with the APM's hourly service rate. All estimates or hourly rate projects incorporate the terms and conditions of this agreement.

### Agreement

Client and APM agree as follows:

- 1. Services, Term, Fee for Services.** APM agrees to perform pattern making services set forth in each estimate to provide paper or electronic copies of the resulting work product. The terms of each estimate are incorporated by reference herein.
- 2. Payment Terms.** Client shall pay APM for all time and expenses APM incurs in completing the services for Client. Payment is due and payable on delivery of patterns, services, or monthly, whichever occurs first. Client shall pay all shipping costs and invoices in full within (10) business days of invoice date. All amounts not paid when due are subject to interest at a rate of five percent (5%) per month of the delinquent amount from the date due until the date of payment. CLIENT SHALL REIMBURSE APM FOR ALL EXPENSES APM MAY INCUR, INCLUDING REASONABLE ATTORNEY FEES, IN COLLECTING ANY AMOUNT PAST DUE. CLIENT SHALL PAY A SERVICE FEE OF \$40 ON ALL RETURNED CHECKS.
- 3. Client's Obligations.** Client shall cooperate with APM in a timely manner as requested by APM in order for APM to provide the services and perform its obligations under this Agreement. Client represents and warrants that Client owns all rights to all designs and materials that Client provides.
- 4. Client Approval of Pattern.** Client will be deemed to have approved APM's work for all purposes and waived any right to request changes or modifications, unless Client notifies APM of Client's requested changes or modifications within five business days of receipt of APM's work.
- 5. Ownership of Work Product.** Patterns APM delivers to Client pursuant to this Agreement are intended to be works made for hire. Upon Client's full payment to APM, patterns become the sole property of Client.
- 6. APM's Obligations.** APM shall perform Services in a professional, diligent, and workmanlike manner consistent with generally accepted industry standards.
- 7. Notice of APM's Pattern Sales.** APM is in the business of creating and selling patterns and reserves the right to conduct sales of its own pattern designs without limitation.
- 8. Confidential Information.** Each party to this Agreement shall not use or disclose any Confidential Information (as defined below) of the other party, other than as necessary to perform its respective obligations or as required by law. "Confidential Information" means all information and data that is protectable as a form of property or non-public information.
- 9. No Implied Warranty.** APM does not warrant the fitness of the patterns created under this agreement for any use. All implied warranties and conditions of sale including, but not limited to, the implied warranties of merchantability and fitness for a particular purpose, are expressly excluded.
- 10. Limitation of Liability.** APM SHALL HAVE NO LIABILITY TO CLIENT FOR CONSEQUENTIAL, EXEMPLARY, SPECIAL, INDIRECT, OR INCIDENTAL DAMAGES, INCLUDING WITHOUT LIMITATION, LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, AND LOSS OF DATA, EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL THE LIABILITY OF APM TO CLIENT FOR CLAIMS ARISING OUT OF THIS AGREEMENT OR, ANY ESTIMATE INCORPORATED HEREIN, EXCEED THE AMOUNT CLIENT PAID APM FOR THE WORK THAT GAVE RISE TO THE CLAIM.

**11. Indemnification**

Client agrees to indemnify APM against all liability or loss arising out of or resulting from this Agreement, or the negligent acts or omissions of the Client, Client’s employees or agents.

**12. Termination.** Either party may terminate this Agreement for any reason. The party terminating this Agreement must provide the other party with written notice at least five days prior to the date of termination. Upon termination of this Agreement for any reason, Client shall pay APM for all fees earned and expenses incurred through the effective date of termination.

**13. General Provisions**

- 13.1. Complete Agreement. This Agreement and estimates contain the entire understanding between the parties and supersede all other agreements, oral or written, and all other communications between the parties. No amendment or modification of the Agreement shall be valid or binding unless agreed to in writing by both parties.
- 13.2. Applicable Law. This Agreement shall be construed in accordance with the laws of the state of Oregon. Any action or proceeding to enforce this Agreement shall be brought in Clackamas County, Oregon.
- 13.3. Arbitration. In the event that at any time during the term of this Agreement a disagreement, dispute, controversy or claim should arise out of, or relating to, the interpretation, performance, breach, or invalidity of this Agreement, the parties will attempt in good faith to resolve their differences. Any dispute which is not resolvable by the parties shall be referred to small claims court, if within the jurisdictional limits of that court, or to binding arbitration in accordance with the then applicable rules of the Arbitration Service of Portland, Inc. and judgment on the award may be entered in any court having jurisdiction.
- 13.4. Severability. If any part of this Agreement is held unenforceable, the remainder of the Agreement shall remain in full force and effect.
- 13.5. Injunctive Relief. In the event of an actual or impending breach of Sections 8, the non-breaching party, in addition to any remedy available at law, will be entitled to seek equitable relief, including injunction and specific performance.
- 13.6. Force Majeure. Neither party shall be in default if failure to perform any obligation under this Agreement is caused by supervening conditions beyond that party’s control, including acts of God, civil commotion, strikes, labor disputes, and governmental demands or requirements, except for the obligation to make payments for services and expenses as described in this Agreement and any Estimates incorporated herein.
- 13.7. Counterparts. This agreement may be signed in counterparts and by electronic signatures.
- 13.8. Notice. Any notice required by this Agreement shall be in writing and shall be delivered personally, by electronic mail, or by United States certified mail addressed either to the party’s principal place of business or to the party’s address stated below.

IN WITNESS WHEREOF, the parties to this Agreement execute this Agreement as of the date first signed below:

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

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

\_\_\_\_\_  
CLIENT

Apparel Pattern Making, LLC

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

\_\_\_\_\_  
Traci Anderson, Member

Address & Contact Information:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Address & Contact Information:

\_\_\_\_\_@apparelpatternmaking.com