

# TERMS AND CONDITIONS OF USE

**Last Updated: October 2, 2024**

The following Terms and Conditions of Use (“Terms”) are entered into by and between **You** and **T CABANA LLC** (“Company,” “we,” or “us”). These Terms, together with our **Privacy Policy**, **Disclaimer**, and any other documents expressly incorporated by reference, govern your use of the website [www.tcabana.com](http://www.tcabana.com) (the “Website”), including all materials, resources, information, and services available on the Website, whether as a guest or a registered user.

By accessing or using the Website, you agree to be bound by these Terms, without modification, and acknowledge that you have read and understood them. If you disagree with any part of the Terms, you may not access or use the Website.

## 1. Payment and Client Responsibilities

- **Payment for services** rendered is required according to the agreed-upon payment schedule. Failure to adhere to payment terms may result in project delays or termination without a refund.
- **Clear communication:** It is the client’s responsibility to clearly communicate preferences, requirements, and expectations during the design process. Once designs are approved, any subsequent changes may incur additional costs, and no refunds will be issued.
- **Timely responses:** Clients are expected to provide timely feedback to ensure the project remains on schedule. TCABANA Interiors is not liable for delays caused by a lack of communication from the client.

## 2. No Liability for Third-Party Services or Products

- **Third-party materials:** TCABANA Interiors sources materials, furnishings, and products from trusted third-party vendors as part of the design process. While we strive to recommend high-quality options, we are not liable for defects, delays, or dissatisfaction related to third-party products or services.
- **Client responsibility:** Once products have been approved by the client and ordered, the client is responsible for addressing any issues directly with the vendor. TCABANA Interiors will not issue refunds or be held liable for problems that arise with third-party vendors.

## 3. Limitation of Liability

- **Indirect damages:** TCABANA Interiors is not liable for any indirect, consequential, or incidental damages that may arise from the use of our services. This includes, but is not limited to, project delays, contractor or vendor issues, or dissatisfaction with the design implementation.

- **Liability cap:** In the event of a dispute, TCABANA Interiors' liability shall be limited to the value of the services rendered. We are not responsible for any financial losses beyond the fees paid for our design services.

#### **4. Project Termination**

- **Termination rights:** TCABANA Interiors reserves the right to terminate a project at any time if the client fails to meet payment deadlines or does not comply with the terms outlined in the service agreement. No refunds will be issued for services already rendered, and the client will remain responsible for all payments due at the time of termination.

#### **5. Binding Agreement**

By booking services with TCABANA Interiors, you acknowledge and agree to the No Refund and No Liability Policy. This policy is part of the binding contract between TCABANA Interiors and the client. All disputes will be governed by this agreement and will be subject to arbitration as stated in the service contract.

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### **USE OF THE WEBSITE**

Your access to and use of the Website is conditioned on your acceptance of and compliance with these Terms. These Terms apply to all visitors, users, customers, and others who access or use the Website. The Website and any materials or images displayed on it are used solely for educational purposes and are not intended for commercial promotion or advertising unless otherwise stated.

#### **1. Privacy Policy**

Your use of the Website is also subject to the **TCABANA Privacy Policy**. Please review our Privacy Policy, which governs the Website and informs users of our data collection practices. Your agreement to the Privacy Policy is hereby incorporated into these Terms.

#### **2. Disclaimer**

Your use of the Website is subject to Company **Disclaimers**. Please review our Disclaimer, which also governs the Website and informs users of various limitations regarding the information provided on the Website. Your agreement to the Disclaimer is hereby incorporated into these Terms.

#### **3. Lawful Purposes**

You may use the Website for lawful purposes only. You agree to be financially responsible for all purchases made by you or someone acting on your behalf through the Website. You shall not post or transmit through the Website any material that violates or infringes the rights of others or that encourages conduct that would constitute a criminal offense, give rise to civil liability, or otherwise violate any law.

#### **4. Intellectual Property**

The Website contains intellectual property owned by the Company, including trademarks, copyrights, proprietary information, and other intellectual property. We reserve all rights in and to our trademarks, service marks, copyrights, and other intellectual property rights. You may not use, modify, distribute, or exploit any of our content without our prior written consent.

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#### **CHANGED TERMS**

We may at any time amend these Terms, including our Privacy Policy and Disclaimers. The date of the last revision will be indicated by the “Last Updated” date at the top of this page. Such amendments are effective immediately upon posting the new Terms on this Website. Your continued use of the Website after revisions constitutes consent to the revised Terms.

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#### **LIMITATION OF LIABILITY**

YOU AGREE THAT UNDER NO CIRCUMSTANCES SHALL WE BE LIABLE FOR DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE, EXEMPLARY, OR ANY OTHER DAMAGES ARISING OUT OF YOUR USE OF THE WEBSITE OR RESOURCES, PRODUCTS, OR SERVICES AVAILABLE THROUGH THE WEBSITE.

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#### **SECURITY AND MALICIOUS CODE**

Although we take measures to ensure the security of our Website, we do not guarantee that our Website or any associated data is free from malicious code. You are responsible for ensuring that your system is protected when accessing our Website.

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## GOVERNING LAW

These Terms will be governed by and construed in accordance with the laws of the State of Florida. Any disputes arising from these Terms shall be subject to the exclusive jurisdiction of the courts of Florida.

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## CONTACT INFORMATION

If you have any questions or concerns regarding these Terms, please contact us:

- **Phone:** 786-631-6581
  - **Email:** Trichmond@myyahoo.com
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## Quick Links

- [Privacy Policy](#)
  - [Terms of Service](#)
  - [Disclaimers](#)
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## INTERIOR DESIGN CONSULTANT AGREEMENT

**This Agreement** is entered into on [Insert Date], by and between **TCABANA Interiors LLC** ("Consultant") and ("Client").

### 1. SCOPE OF WORK

Consultant agrees to provide interior design consultation services as specified in the project proposal (the "Services"). These services may include but are not limited to space planning, color consultation, materials selection, and general aesthetic advice.

**The Services do not include** structural design, engineering, or any work requiring building permits unless specifically noted in the project proposal and agreed upon in writing by both parties.

## 2. CLIENT RESPONSIBILITIES

- **Project Information:** Client agrees to provide timely and accurate information regarding the project, including but not limited to dimensions, usage requirements, and aesthetic preferences.
- **Approvals and Permits:** Client is solely responsible for obtaining all necessary approvals, permits, and inspections from relevant authorities, as required by law.
- **Third-Party Contractors:** If the Client engages third-party contractors to execute design work, Client is solely responsible for the selection, hiring, and management of such contractors. The Consultant holds no liability for the performance, quality, or outcomes of third-party work.

## 3. PAYMENT TERMS

- **Deposit:** A non-refundable deposit is required upon signing this Agreement to secure the Consultant's time and Services.
- **Fees and Payment Schedule:** The total fee for the Services is outlined in the attached proposal. Payment shall be made according to the schedule
- **Late Payments:** Invoices not paid within 30 days of the due date may be subject to a late fee of 10% per month. Non-payment may result in suspension or termination of Services.

## 4. NO GUARANTEES OR WARRANTIES

The Consultant provides advice and recommendations based on their professional experience and expertise. However, the Consultant does not guarantee specific results or outcomes. **Design is subjective**, and while the Consultant strives to meet the Client's expectations, final satisfaction cannot be guaranteed.

## 5. LIMITATION OF LIABILITY

- **No Liability for Third Parties:** Consultant shall not be held responsible for the actions, quality, or performance of contractors, vendors, suppliers, or any third parties involved in executing the design. Client acknowledges that all third-party arrangements, including warranties, will be managed directly between the Client and third-party vendors.
- **Indirect Damages:** Consultant shall not be liable for any indirect, incidental, consequential, or special damages, including but not limited to loss of profits, loss of business, or delays arising from the provision of Services.
- **Liability Cap:** In no event shall the Consultant's total liability exceed the total amount of fees paid by the Client for the Services.

## 6. INDEMNIFICATION

Client agrees to indemnify, defend, and hold harmless the Consultant and its employees, agents, and contractors from any claims, damages, liabilities, costs, and expenses (including attorney's fees) arising out of:

- Any breach by Client of this Agreement.
- Any negligent acts, omissions, or willful misconduct by Client, its contractors, agents, or employees.
- Any injuries or damages that may occur on the project site not attributable to Consultant's acts.

## 7. NO REFUND POLICY

All payments made to Consultant are **non-refundable**. Once design work has commenced, refunds will not be provided, including for design dissatisfaction, change of direction, or Client-initiated project cancellation.

## 8. TERMINATION

- **Termination by Client:** Client may terminate this Agreement by providing [Insert Number] days' written notice to Consultant. Client remains liable for all fees and expenses incurred up to the date of termination.
- **Termination by Consultant:** Consultant may terminate this Agreement immediately for non-payment or Client's failure to fulfill obligations under this Agreement. In such an event, Consultant shall have no further obligation to provide Services, and no refunds will be issued.

## 9. DISPUTE RESOLUTION

Any dispute arising out of this Agreement shall first be attempted to be resolved through good faith negotiation. If such negotiation fails, the parties agree to resolve the dispute through **binding arbitration** in accordance with the rules of the [Insert Arbitration Organization] in the State of Florida.

## 10. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the **State of Florida** without regard to its conflict of law principles. Any legal action arising out of this Agreement shall be filed exclusively in the appropriate courts located in Florida.

## 11. CONFIDENTIALITY

Both parties agree to maintain the confidentiality of any proprietary or confidential information shared during the course of this Agreement. This obligation of confidentiality survives the termination of this Agreement.

## 12. INTELLECTUAL PROPERTY RIGHTS

Consultant retains all rights to any designs, drawings, or intellectual property created as part of this Agreement, unless otherwise stated in the specific project agreement. Client is granted a non-exclusive, non-transferable license to use the designs for the purpose of the project only.

### **13. ENTIRE AGREEMENT**

This Agreement constitutes the entire understanding between the parties and supersedes all prior discussions, agreements, or understandings of any kind. Any amendments to this Agreement must be made in writing and signed by both parties.

### **14. FORCE MAJEURE**

Neither party shall be held liable for any failure to perform its obligations under this Agreement if such failure results from circumstances beyond that party's reasonable control, including but not limited to acts of God, war, natural disasters, strikes, or pandemics.