

(LOGO)

DESIGN AND CONSULTATION SERVICE AGREEMENT

This Agreement made the _____ day of _____, 20____, by and between _____ (Designer) hereinafter called **Consultant**, and _____ whose address is _____ hereinafter called **Client**.

Phone Office: () Home: () Cell: ()

SCOPE OF WORK: Provide Design Documents for a single story addition located at the above address. Additions consist of new 1000 to 1200 sf garage to rear of existing garage. Remodel existing garage by raising to wall height to 10'0", and addition of pool/garage bath.

Phase I

DESIGN CONSISTS OF:

Time estimate:

A. Site measure and photograph	hours
B. Create as-built drawings	
1. Site Plan	hours
2. Partial Floor Plan	hours
3. Rear and Side Elevation	hours
4. Partial Roof Plan	hours
C. Research zoning requirements	hours
D. Design	
1. Site Plan	hours
2. Floor Plan	Up to hours
3. Rear and Side Elevation	Up to hours
4. Partial Roof Plan	Up to hours
5. Roof Truss and Ceiling Details	Up to hours
<u>E. Meetings and conference time</u>	<u>Up to hours</u>
Total	Up to hours

Phase II

PRELIMINARY PRICING:

If you desire we coordinate with your builder all of the way through the design to insure the project being within budget. At completion of design, the builder can give you an estimated price of the overall project.

Phase III

CONSTRUCTION DOCUMENTS:

Construction Documents are not included in this agreement. They will be quoted separately after design and budget approval.

Phase IV

FINAL PRICING:

When the blueprints are complete, and your builder can prepare a contract price for you. Your builder will need any and all information from any other professional you have hired, i.e.: interior designer, landscape designer, lighting consultant, kitchen designer, etc.

Phase V

CONSTRUCTION PROCESS:

Now that construction is underway, we stay with your project until construction is complete. We work with you to insure your home is being built the way you intended.

ADDITIONAL OPTIONAL SERVICES: (billed hourly)

- A. Draw Inspections and Bank Disbursement Certifications.
- B. Additional Services as Required and Authorized.
- C. Preliminary and Final Bid services
- D. Coordination with your hired professionals, i.e.: interior designer, landscape designer, lighting consultant, kitchen designer, etc.

NOTES:

- 1. Dimensions and details may change due to field conditions, construction techniques or other variables.
- 2. Work shall be done in a timely and professional manner.
- 3. This estimate should be the maximum time required to accomplish the scope of work involved in this project. Client is billed only for actual time spent.
- 4. Blueprint and photograph costs are not included in this agreement.

COMPENSATION:

The parties agree as follows:

- 1. That the **Client** shall pay the consultant the amounts stated below:

Design: Up to hours \$____.00 per hour = \$ _____

- 2. That the **Client** shall pay to the **Consultant**, the amounts herein stated:

- A. Retainer to begin work: \$
- B. Balance as invoiced

- 3. Additional authorized work by the **Consultant** will be paid at an hourly rate of:

Principals: \$00.00 Drafting: \$0000 Clerical: \$00.00

NOTE: Fees quoted are **CONFIDENTIAL** and unique for each individual scope of work. This proposal is valid for 30 days unless otherwise stated.

APPROVALS:

Signed: Client _____ Date: _____

Signed: Consultant _____ Date: _____

Subject to terms as printed on page 3

TERMS OF AGREEMENT

1. This Agreement shall be governed and executed in accordance with the laws of the State of _____ and the United States of America with any disputes litigated in _____.
2. No parties shall cause or commission redrawing, modifications, revisions or addendum drawings by anyone other than the **Consultant**, unless prior written authorization is granted. It is agreed that the **Consultant** shall provide all required drawings within the scope of the project, with the exception of landscaping, interior design, engineering and shop drawings, which shall be submitted to the **Consultant** for approval.
3. When providing design material, **Clients** signature on this agreement indicates that he/she has legally obtained said material, and has the original authors consent for its use. Further, **Client** agrees to indemnify consultant from any actions arising from copyright disputes.
4. Site Plan is prepared from information supplied by the **Client**. The **Client** shall furnish a boundary survey, tree survey, topographical survey, sub-surface soil investigation, and any other pertinent information, which may be required. **Consultant** shall be entitled to rely upon the accuracy and completeness thereof. **Client's** surveyor shall verify site dimensions and placement of structures and any other restrictions before work begins. **Client** shall supply survey certified to **Consultant** and **Client** as correct and accurate.
5. In the event the services of additional professional consultants are required and authorized by the **Client**, to be performed under the general coordination of the **Consultant**, and paid by the **Consultant**, the amount billed to the **Client** shall be 1.15 times said **Consultant's** fee.
6. The **Client** and the **Consultant** each binds himself, his partners, successors or assigns, and legal representatives to the other party of the Agreement, and to the partners, successors or assigns, legal representatives of such other parties with respect to all covenants of this Agreement. The **Client** shall not assign, sublet, or transfer his/her interest in this Agreement without the written consent of the **Consultant**.
7. Expenses incurred by the **Consultant** during the execution of project shall be reimbursed by the **Client** upon presentation of an itemized statement; this includes mileage, meals, and miscellaneous expenses. NOTE! Local travel expenses (within a 25 mile radius) excluded.
8. It is important that the **Client** and **Contractor** examine the **Drawings and Documents** carefully. Plans are prepared to meet code requirements in place at time of agreement date. Changes in Building or Zoning Codes, made after agreement date, may require a change in Scope of Work. It shall be the final responsibility of the **Client** to instruct the **Contractor** to review and check the plans for accuracy and compliance with codes, zoning and the requirements of any other regulatory agencies, before obtaining a building permit. The **Consultant** shall be notified of any discrepancies before the execution of the construction contract and the commencement of work. **Consultant** shall assume no responsibility for misinterpretation, or unauthorized deviation from the documents.
9. **Contractor** shall determine methods of construction. It is customary and ordinary to omit certain details well within the common knowledge of the **Contractor**. If a detail is omitted from design or drawings for which the **Contractor** needs further explanation, the **Contractor** should determine the solution with the designer before signing the construction contract. Otherwise the **Contractor** assumes responsibility for the construction in question.
10. Fees charged for professional services are due and payable upon presentation of invoice (C.O.D.). Work in progress may halt if payments are not received within five (5) days. Deferred payment until closing or other conditions is not implied, unless prior written arrangements are made. A service charge will be added to the unpaid balance of past due accounts equal to the maximum permitted by law. It is our policy to file a notice to owner, or lien according to **Mechanics Lien Laws** if timely payment is not made.
11. **Client's** signature indicates that he/she has read and understands this **Agreement**, and further agrees to pay any Attorney's fees or expenses, incurred in the collection of monies owed on this **Agreement**, or in the enforcement of any of the terms and conditions of this **Agreement**. **Client** agrees to pay the **Consultant's** fee regardless of the results of governmental approvals, whether or not the project receives financing, or is completed.
12. If project becomes stagnant or Client fails to respond to **Consultant** for a period of 3 months, **Consultant** reserves the right to re-negotiate agreement terms and fees at commencement of work.
13. All sums payable under this Agreement are payable at the **Consultant's** address: