

TERMS OF AGREEMENT

1. This Agreement shall be governed and executed in accordance with the laws of the State of Florida and the United States of America with any disputes litigated in
2. Copyrighted originals of design and construction documents are the exclusive property of their authors, herein also known as the **Consultant** and are assigned for sale to their corporation _____. Unless stated otherwise in this agreement, the design and related work is an original creation, or based on an original creation of substantial value, and is protected by Federal Copyright laws.
No parties shall cause or commission redrawing, modifications, revisions or addendum drawings by anyone other than the original author, 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. This **Contract** provides the **Client** with use of the copyrighted **Design, Construction Documents and additional services** for the Property described in this agreement and on the site plan and title block only. If **Client** wishes to build the design more than once, **Client** agrees to pay a duplication fee each time the design is built. The duplication fee shall be _____ per square foot of conditioned space. If exclusive use of this design is desired, **Consultant** reserves the right to negotiate an exclusivity fee.
6. **Client** understands that the final design shall comply with the building code adopted at the date of this agreement. Any changes or deviations from the plan during construction shall be revised on the **Construction Documents** and certified by the **Consultant**. **Client** is required to notify the **Consultant** of any changes in writing, or by notation on a set of blueprints.
7. Any changes made after **Client's** approval of design, as well as revisions to the design and construction documents for duplication shall be charged the current hourly rate. Before beginning any revision, a written estimate will be made available upon request. Detailed time records will be kept by the **Consultant** and made available for **Client's** inspection.
8. 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.
9. 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**.
10. In the event the final design product exceeds the original "Scope of Work", or if the lender requires an "Architects Certification Letter", the **Consultant** reserves the right to re-negotiate the compensation portion and terms of this agreement.
11. Upon the **Client's** approval of completed plans, **Consultant** shall make the original drawings available, to a designated printer. **Client** shall make arrangements with the printers as to the number of copies required. **Client** shall be responsible for payment to printers. **Consultant** specifically prohibits copying on reproducible media.
12. Plans that meet permit requirements are considered complete. Permit drawings will be signed and sealed by the **Consultant** and the **Client's** engineer. Any additional drawings requested by the **Building Official** after permits are issued shall be charged at the hourly rate as stated on the **contract**.
13. **Consultant** reserves the right to display a sign at the project. **Client** shall notify **Consultant** by telephone upon completion of project. Consultant shall remove sign within 24 hours.
14. 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.
15. 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 **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. **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.
16. 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. Any fee incentives or discounts for special projects such as "Parade of Homes" or "Awards" designs shall become void if conditions of completion are not met in a timely manner.
17. **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.
18. 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.
19. All sums payable under this Agreement are payable at the Consultant's address: