

## DESIGN SERVICES CONTRACT

This Contract dated \_\_\_\_\_ is made by and between these parties:  
\_\_\_\_\_, referred to as the "Designer",  
and \_\_\_\_\_,  
who is/are referred to as the "Owner(s)".

The Designer's business address \_\_\_\_\_  
The Designer's Telephone number \_\_\_\_\_

The Owner(s) address(es) \_\_\_\_\_

The Owner(s) Telephone number(s) \_\_\_\_\_

The Owner is possessed of an unimproved parcel of real estate, located at the  
following address \_\_\_\_\_,  
more particularly described as: \_\_\_\_\_

\_\_\_\_\_ (legal description)  
This property will be referred as the "Premises" in this document.

### 1. DESIGN SERVICES

The Designer agrees to design and to furnish plans for a single family residence  
("Home") to be constructed upon the Premises.

Prior to the commencement of design services the Owner(s) shall be required to  
disclose to the Designer all deed restrictions, subdivision covenants, and  
architectural review requirements affecting the property. The Owner(s) shall supply  
the Designer with a lot survey depicting applicable set back lines.

Furnishing the Design—The Designer shall furnish the listed design documents, plans  
and specifications for the "Home" in accordance with the listed phases and  
provisions. The Owner(s) will provide full information regarding his or her  
requirements for the design, and will make all necessary decisions and approval of  
design documents in a cooperative and timely manner. The Owner(s) approval of  
each design phase shall be indicated by initialing the applicable design documents or  
plans.

Design Phase 1— The Designer in will provide design schematics, including field  
measurements. These schematics are to assist the Owner(s) in determining the  
feasibility of the project.

Design Phase 2—Upon Owner approval of the design schematics, the Designer will  
proceed with preliminary design development, floor plan, and elevations. Unless  
otherwise noted, drawings will be to scale.

Design Phase 3—Upon Owner approval of the preliminary design documents, the  
Designer will provide the Owner(s) with a detailed design plan and specifications.  
Within three days (or alternatively \_\_\_\_\_ days) from receipt, the Owner(s) will  
review the detailed design plan and specifications, and will indicate to the Designer  
any changes or modifications to the submitted design. The Designer will then provide  
a final detailed plan and specifications to the Owner(s).

## 2. OWNERSHIP OF DOCUMENTS

The Ownership of architectural plans and drawings are protected by U. S. Copyright law which imposes liability, including monetary damages and other remedies, for the unauthorized use, modification or sale of copyrighted documents.

All design documents, plans and specifications are and shall remain the copyrighted property of the Designer, and may not be used or modified by the Owner(s) or any third party without the express written permission of the Designer.

## 3. COMPENSATION

Payment Schedule for design phases—In return for the foregoing design services, the Owner(s) agrees to pay the Designer as follows:

Phase 1—Compensation for phase 1 shall be in the amount of \$ \_\_\_\_\_ dollars.  
Payment shall be due as follows: \_\_\_\_\_.

Phase 2—Compensation for phase 2 shall be in the amount of \$ \_\_\_\_\_ dollars.  
Payment shall be due as follows: \_\_\_\_\_.

Phase 3—Compensation for phase 3 shall be in the amount of \$ \_\_\_\_\_ dollars.  
Payment shall be due as follows: \_\_\_\_\_.

*(Alternatively – The Designer shall be paid at the rate of \$ \_\_\_\_\_ per hour for all design services. Itemized monthly billings shall be provided by the Designer to the Owner(s) on the last day of the month, or as soon thereafter as reasonably possible. Payment shall be made by the Owner(s) not more than ten (10) days {or alternatively \_\_\_\_\_ days} from the date of billing).*

Architectural and Engineering Fees—In the event that the Owner(s) requests, or in the event that that state or local law requires, the services or design approval of a licensed architect or engineer, the Owner(s) shall pay all associated architectural and engineering fees that may be incurred.

Interest - Any payment due to the Designer in whole or in part that remains unpaid for more than ten days past the payment due date, shall incur interest on the unpaid balance at the rate of \_\_\_\_\_% per annum until paid.

## 4. CONSTRUCTION SERVICES

The design services provided in this contract have been furnished in contemplation of a design/build project. It is the intention of the parties that upon completion of the design services, the Designer and the Owner(s) shall negotiate a contract for the construction of the Home. Therefore, within seven (7) days (or alternatively \_\_\_\_\_ days) from the completion of Design Phase 3, the Designer (now Contractor) will submit to the Owner(s), a contract for construction of the Home in accordance with the final detailed plan and specifications. Following successful negotiation and approval of contract terms, the Designer (now Contractor) shall commence construction. However, in the event that the Owner(s) declines to execute a contract