



Contract Document - 105

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 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.

3. 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 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 for