



**SAMPLE
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DESIGN SERVICES CONTRACT

THIS AGREEMENT, Made as of (Current Date), In the Year of (Current Year)

Between the Owner:

**Contact Primary Full Address
Contact Telephone**

And the Designer/Architect:

**Company Full Address
License Number
Telephone**

For the Project:

Project Address

ARTICLE 1. SCHEMATIC DESIGN

- 1.1. Based upon the mutually agreed upon program and layout established in the Initial Meeting, the **designer/architect** shall prepare a set of schematic design documents for review by the owner. These documents shall include basic floor plans, elevations, as well as any specific information requested by the owner. The **designer/architect** in the Initial Meeting. These are usually hand-drawn or computer-generated overall layout, room sizes and adjacencies.
- 1.2. Additional schematic designs requested by the owner will be billed as Additional Services per Article 6.

ARTICLE 2. DESIGN DEVELOPMENT PHASES

- 2.1. The owner and **designer/architect** will review the drawings and discuss any questions, options, questions or general concerns they may have regarding the design. The **designer/architect** will then prepare a set of **CAD** documents showing plans, elevations and electrical layouts.
- 2.2. Additional design revisions requested by the owner will be billed as Additional Services per Article 6.

ARTICLE 3. CONSTRUCTION DOCUMENTS

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- 3.1. Based on the approved Design Development Documents the designer/architect shall prepare the final construction documents consisting of **5 (five)** copies of the following documents, floor plans, all elevations, typical details and sections, electrical layouts, framing plans, and roof plans.
- 3.2. The designer/architect shall provide assistance to the owner for the cost of obtaining appropriate building permits as per local requirements.
- 3.3. Upon final approval of the design the production of the plans shall be completed within **(number of days)** business days to complete.

ARTICLE 4. REIMBURSABLE EXPENSES

- 4.1. Reimbursable Expenses are in addition to the compensation for the services rendered, such as additional sets of blueprints, long distance copying and handling of Drawings or any other items requested by the Owner.

ARTICLE 5. BILLING AND PAYMENTS

- 5.1. The owner shall pay designer/architect, **(amount of retainer)** as a retainer against the total amount due upon completion of the design documents. The fee for plans will be calculated at **(\$0.00)** per square foot of area under roof as listed in Additional Services per Article 6 for additional schematic development and construction document revisions beyond those included in the contract.
- 5.2. Upon receipt of the design development documents, a payment of the design fees minus the retainer will be due.
- 5.3. Upon receipt of plans the owner shall pay designer/architect for the design fee plus any additional services and/or reimbursable expenses accrued to date. Payment is due upon receipt of the design documents.
- 5.4. Reimbursable expenses, as described in Article 4, shall be completed with a multiplier added.



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ARTICLE 6. ADDITIONAL SERVICES

- 6.1. Further owner requests or improvements to services such as add revisions, or other items exceeding the services outlined above shall be considered Additional Services. Additional Services will be billed in addition to the base contract price. Additional Services will be agreed to in writing by both the owner and (Designer/Architect's Name).

Position Title	Rate/Hour
Principal	\$(00.00)/hr
Design Associate	\$(00.00)/hr
CAD Technician	\$(00.00)/hr

Time will accrue at 15 minute intervals. Complete documentation will be supplied to the owner upon final billing.

- 6.2. Fees for all additional services will be due upon delivery of the plan set.
- 6.3. No Additional Services shall be undertaken without the express written consent of the owner.

ARTICLE 7. OWNERSHIP AND USE OF DOCUMENTS

- 7.1. Drawings and specifications as instruments of service are and shall remain the property of (Designer/Architect's Name), whether the project is constructed or not. (Designer/Architect's Name) shall be permitted to retain copies including reproducible copies of these documents. The owner may submit or distribute these documents for use in constructing this specific project only. Any sale, reproduction, creation of new works based on these documents, or use of these documents without the express written consent of (Designer/Architect's Name) and the express written consent of (Designer/Architect's Name), is strictly prohibited.

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7.2. To the fullest extent permitted by law, the Owner shall indemnify a Designer/Architect, Designer/Architect's representatives, agents and claims, losses, damages and expenses, including attorney's fees resulting from the performance of the work, provided that such claim expense is caused in whole or in part by any negligent act or omission by anyone directly employed by them or anyone whose acts they are attributed to bodily injury, sickness, disease or death, mold growth or destruction of tangible property including any resulting loss of use or not it is caused in part by a party indemnified above.

ARTICLE 8. TERMINATION OF AGREEMENT

8.1. This agreement can be terminated by either party upon (number) if should either party not perform in accordance with this agreement.

8.2. If the contract is terminated through no fault of the designer/architect designer/architect shall be compensated for all work that has been reimbursable expenses.

ARTICLE 9. ARBITRATION OF DISPUTES

9.1. Any controversy or claim arising out of or relating to this contract, shall be settled by arbitration administered by the American Arbitration Association under its Construction Industry Arbitration Rules, and judgment of the arbitrator(s) may be entered in any court having jurisdiction.

ARTICLE 10. ACCEPTANCE

WITNESS our hand and seal on this _____ day of _____,

Designer/Architect's Name

Date

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Owner's Name

Date



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