

# AGREEMENT

## FOR DESIGN AND DRAFTING SERVICES

### GENERAL INFO:

Building codes may vary from area to area. All work performed shall meet current adopted codes and it is Builder's responsibility to follow these residential codes. In the event of errors or discrepancies, contact designer before proceeding. General contractor should verify all dimensions, as well as all code issues. Any dimensions not clearly marked on plans should be verified with designer. Builder should read every single sheet of given plans and see if there are any mistakes before building anything. Designer assumes no responsibilities for structural integrity. Verify all structural specifications with manufacturer, truss vendor or contractor.

Client engages Designer on a non-exclusive basis, for the fees and terms noted herein, to perform services producing all, or part of Designs, Plans and related documents for purposes of: Review by the Client, bids from Contractors, submittal to the local City/County Planning and or Building Departments, in order to obtain a Building Permit. Any of all attached documents, addendums, exhibits, and future additional work are also covered under the terms set forth below.

### PAYMENT SCHEDULE:

Our design fees are based upon the square footage of your home or plan. Finished basement or bonus square footage of any kind (including walk out) count towards total square footage of the home.

A deposit of 20% is due at signing. Invoices are due at time of presentation, and will occur at irregular intervals, and will follow delivery of any preliminary or final plan prints to Client, Contractors, Engineers or the City/County. A final invoice will be presented following submission of the final revisions for the permit application, and will be due upon issuance of the Permit.

**Total Cost:** \$ \_\_\_\_\_ This will signify the beginning of our working relationship. See Below:

20% of the contract price is due at the time of contract approval (Deposit).

70% of the contract price is due at the time of design completion and delivery.

10% of the contract price is due at the time of city permit approval obtained for the design.

### Additional Services: Prints

11"x17"	\$0.50/sheet
24"x36"	\$3.00/sheet

**Approximate time to complete plans:** \_\_\_\_\_

### REVISIONS:

For our design process please refer to the "Design Process" link on the webpage. All revisions during the first three phases of the design process are customary; however, any changes made after final approval of the drawings will result in additional charges.

**IMAGES:**

Images, renderings or drawings of your home, may be used by Draftco Custom Home Design & Drafting for promotion on DESIGNER’s website and Facebook Page. General information to describe the project will be used. No information specific to the owner, including the owner's name, or the address of the project will be used. Please sign, date and return this AGREEMENT to DESIGNER. This, along with your deposit, will signify that you have read and understand the information posted at draftcohomedesign.com have read and agree to the terms outlined above, and desire to enter into a working relationship with DESIGNER. Please call (509) 251-5939 with any questions.

**Client & Project Information:**

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_

E-mail address: \_\_\_\_\_

Actual Building Site Address: \_\_\_\_\_

Client’s Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**Designer – Client Relationship:**

Termination or Suspension of Services - The Client may terminate the agreement at any time for any reason without obligation, except for the fees accrued up until the termination date. Client shall promptly notify Designer of intention to suspend or terminate work and shall obtain the Designer’s acknowledgement of notification. The Designer will promptly provide a final billing to Client of fees and expenses accrued up to the point of suspension or termination, and Client shall promptly pay same. If the Client fails to make payments to Designer in accordance with this agreement, such failure shall be deemed substantial non-performance and cause for suspension or termination of service under this agreement.

**Scheduling and Notifications:**

- **Deadlines are not set forth in this agreement;** plans are not “rushed” so as to avoid errors
- Work shall commence within 5 business days of receipt of deposit, unless by mutual agreement.
- Designer shall make reasonable notification of the ongoing progress, accruing of fees and potential delays as they arise.
- It is expected that the City/County will request revisions despite all attempts to anticipate and provide all the required detailing and information on the plan.
- The plans, schedule and project costs are subject to unknown limitations, regulations, or conditions that **may exist**, and become evident during the work on the plans, or during construction. Delays may occur when the various participating Engineers and Building Officials require changes to be made during construction even though the Plans were approved and Permit has been issued, this will result in additional costs for drafting, time for approval, and may incur additional costs to build.

**Clients Obligations:**

- Client shall fully participate in conceptual development and shall furnish Designer with any requested information needed for or affecting the completion of work, including any plans known to exist, letters and official or legal documents.
- Client shall at Client’s expense, contract for and conduct any tests, inspections and provide reports by other professionals that are required to enable rendering the design, or completing the project, and shall furnish the results to the Designer.
- Client is to be designated on applications, and plan sets as the responsible party of record, and Client shall review and

approve the plans prior to submittal.

- Client accepts the above Scheduling and Notifications terms.
- Client shall be solely responsible for paying all permit fees, assessments, and for all services performed by other professionals, such as surveyors, soils/civil, structural engineers, other architects, builders, contractors, material installer and supplies.
- **Client shall not hold Designer liable for any costs hardship or other adverse effect resulting from charges made during construction by Client, Contractors, Builders, and Engineers that differ from the plan.**
- Client acknowledges that the Building Department sets its own pace with no guarantee of a schedule or timely responses, and that those responses may create a delay beyond the control of the Designer.

Disclosures and Legal Notifications:

The Designer is not a licensed architect, engineer, or a member of a design certification organization. The state of Washington allows unlicensed individuals to prepare plans for residential projects under 4000 Square Feet.

See:

- **Structural drawings prepared by the Designer**, are subject to review and 'wet stamping' at the discretion of the Building Department. The review, and the associated calculations, may only be performed by a licensed professional, who shall be sub-contracted by the Client, or Designer, as noted on an attached addendum and separate fee estimate, if required.
- **Guarantees, Insurance, and Liability** - The Designer does not provide liability insurance or indemnity covering the failure of the construction, the timetable, any inconvenience to the Client, the health and safety of the occupants, or guaranty's the cost to construct or maintain the project following completion.
- **Waiver of Consequential Damages** - Designer and Client waive consequential damages for claims, disputes or other matters in question rising out of this agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination as provided above, whether financial, physical, or emotional damage caused by the suspension of work for any reason, termination for cause, improper work performed by the Builder/Contractor, material failure, earth movement, weather, or for a lack of responses and communication by the Client.
- **Standards of Practice** - It is mutually understood and agreed to that the production of perfect documents is impossible, and some design decisions are best deferred until construction for the benefit of the Client. Designer shall work to insure the Client's best interests and Designers reputation. Designer shall not provide plans that hide Code violations, contain false information, and conceal information from the Client, the City/County, or jeopardizes the reputation and standing of other professionals involved. Designer shall report to the Client information, observations of changing conditions, and evidence of adverse workmanship by the current or previous Contractor(s) when observed.
- **Disputes** - This agreement shall be governed by the laws of the state of Washington now in effect. If matter relates to or is the subject of lien arising out of the Designer's services, the Designer may proceed with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter. Nothing herein shall prevent Designer from initiating an action to create or enforce the terms of any lien to which he may

**DRAFTCO CUSTOM HOME DESIGN & DRAFTING**

**2017**