

# DESIGN SERVICE AGREEMENT

## CLIENT INFORMATION:

NAME \_\_\_\_\_

ADDRESS \_\_\_\_\_

PHONE \_\_\_\_\_

EMAIL \_\_\_\_\_

PROJECT LOCATION \_\_\_\_\_



5093 Road E.7 NE  
MOSES LAKE, WA 98837  
(509) 750-1417  
AGDesignServs@Gmail.com

## FEES:

Execution of the Design Service Agreement acknowledges acceptance of fees for service as outlined above for drafting and design as well as fees noted for structural engineering services provided by others (if required). Engineering Services by others are additional.

## COPYRIGHT USAGE:

All of Arnold Garcia Design Services plans are protected under all copyright laws. Reproduction of the plans, either in whole or in part, including any form of copying and/or preparation of derivative works thereof, for any reason without the written permission of Arnold Garcia Jr. is strictly prohibited. The purchase of a plan or engagement of design and drafting of a plan by Arnold Garcia Design Services in no way transfers any copyright or other ownership interest in it to the client except as limited use for the construction of one and only one dwelling unit. To use the plans to build more than one home and to avoid any copyright or license infringement, it is necessary to contact Arnold Garcia Design Services to receive a release for any additional usage. Additional usage rights to be negotiated separately.

## TERMS:

1. Reservation of rights: All rights not expressly granted above are retained by Arnold Garcia Design Services. Any use additional to that expressly granted above requires arrangement for payment of separate fees.
2. Revisions: Revisions may be made only by Arnold Garcia Design Services during the preliminary design phase. Additional fees may be charged for changes made after the preliminary design revisions, and for additions to project scope.
3. Payment Schedule: A non-refundable deposit may be required upon project commencement. If said deposit is not required upon commencement, Arnold Garcia Design Services reserves the right to require this deposit payment at any point during the project. The balance of the project fees shall be paid upon project completion.
4. Payment Terms: Payment is due upon completion of final plans. Final plans shall not be released until payment is made in full. A ten percent (10%) monthly service charge will be billed against late payments after 30 days. Grant of conditional use copyright for the project is conditioned upon receipt of final payment and upon Client's compliance with the terms of this agreement.
5. Cancellation Fees: In the event of Cancellation, Arnold Garcia Design Services will be compensated for services performed through the date of cancellation in the amount of the non-refundable preliminary deposit and any additional hourly charges incurred. Upon cancellation all rights to the limited use copyright are forfeited by the client.
6. Permissions and Releases: The Client agrees to indemnify and hold Arnold Garcia Design Services harmless against any and all claims, costs, and expenses, including attorney's fees, due to materials included in the design of plans at the request of the Client for which no copyright permission or privacy release was requested, or for which uses exceed the uses allowed pursuant to permission or release.
7. Miscellaneous: This Agreement shall be binding upon the parties, their heirs, successors, assigns, and personal representatives. This Agreement constitutes the entire understanding of the parties. Its terms can be modified only by a writing signed by both parties, except that the Client may authorize expenses or revisions orally. This Agreement shall be governed by the laws of the state of Washington and courts of such state shall have exclusive jurisdiction and venue.

This Agreement must be signed and returned to Arnold Garcia Design Services prior to the commencement of the work on this project.

Client Signature \_\_\_\_\_

Date \_\_\_\_\_