

Designs For Living, LLC

"Residential Design since 1969"

"Design Agreement & Deposit Receipt"

(904) 730-7135

Copyright 2017, Designs For Living, LLC & R. E. Chip Mitchell

This document represents the total agreement made this _____ day of _____ 2017, between R. E. Chip Mitchell., herein called the Consultant, and with _____ herein called the owner(s), mutually covenant and agree upon the following, without relying upon any oral or written representations of sales persons, advertisements, brochures, statements, claims, opinions, assumptions, etc., which are not incorporated into this agreement or in any written addendum to this agreement:

I. This agreement shall be governed and executed in accordance with the laws of the State of Florida and the United States of America if any dispute arises. Both parties agree to arbitrate, not litigate should a dispute arise. Arbitration shall be thru the services of a local company affiliated with the American Arbitration Association and shall be binding by the all parties involved in the disagreement. Arbitration is a last resort, should all attempts at conciliation fail between the parties!

II. Copyrighted originals of design and construction documents are the exclusive property of the author, R. E. Chip Mitchell, also known as the Consultant and are assigned for sale and use by Designs For Living, LLC. Unless stated otherwise, by mutual written agreement, the design and related work is an original creation, or based on an original creation of substantial value, and is protected by Federal Copyright laws. No parties shall cause or commission redrawing, modifications, revisions or addendum drawings by anyone other than the original author, unless prior written authorization is granted. It is agreed that the Consultant shall provide all required drawings within the scope of the project, with the exception of landscaping, interior design, engineering and shop drawings, unless included in the price, which shall be agreed to in this agreement or by a written change order or addendum.

III. When providing design material, whether it be photos, handouts, magazine materials, drawings, etc., the Owner(s) signature(s) on this agreement indicates that he/she has legally obtained said material, and has the original authors consent for its use and modification. Further, Owner(s) agrees to indemnify Consultant from any action arising from copyright disputes.

IV. Site Plan is prepared from information supplied by the Owner(s). The Owner(s) shall furnish the Consultant with a boundary survey, tree survey, topographical survey, sub-surface soil investigation, and any other pertinent information which may be required. The Consultant shall be entitled to rely upon the accuracy and completeness thereof. Owner(s) surveyor shall verify site dimensions and placement of structures and any other restrictions before work begins and shall supply a survey certified to Consultant and Owner(s) as correct and accurate, if requested.

V. This agreement provides the Owner(s) with use of the copyrighted design, construction documents and additional services for the property described in the design agreement and on the site plan and title block only.

VI. Owner(s) understands that the final design shall comply with the State of Florida Model Energy Efficient Code, and the Florida Building Code 2014, and any changes or deviations from the plan during construction, shall be revised on the construction documents and certified to the Consultant, if requested. Owner(s) is required to notify Consultant of any changes in writing, or by notation in red ink on a set of blueprints.

VII. Any changes made after final approval of design and plotting of the final drawings, as well as revisions to the design and construction documents shall be charged the current hourly rate by written change order prior to any modification. Detailed time records will be kept by the Consultant and made available for the Owner(s) inspection.

VIII. In the event the services of additional professional consultants are required by the county building department and authorized, in writing, by the Owner(s) to be performed under the general coordination of the Consultant, and paid by the Consultant, the amount billed to the Owner(s) shall be 1.15 times said Consultant's fee.

IX. The Owner(s) and the Consultant each binds himself, his partners, successors or assigns, and legal representatives to the other party of the agreement, and to the partners, successors or assigns, legal representatives of such other parties with respect to all covenants of this agreement. The Owner(s) shall not assign, sublet, or transfer his/her interest in this agreement without the written consent of the Consultant.

X. In the event the final design exceeds the original scope of work, or if the lender requires an "Architectural Certification Letter", the Consultant reserves the right to renegotiate the compensation portion and terms of all agreements with the Owner(s). The Consultant does not warrant, in any way, that a design shall price out by a State Certified Building Professional at any certain price. If the Owner(s) are concerned with the cost of construction, they should consult a State Certified Building Professional!

XI. Upon the Owner(s) written approval of the "checkset" plans, the Consultant shall make all original drawings available to a designated printer, unless bluelines/blacklines are included in this agreement. Owner(s) shall make arrangements with the printers as to any copies required and the shall be responsible for payment to printers.

XII. Plans that meet permit requirements are considered complete. Permit drawings will be signed and certified by the Consultant's structural engineer if this service is provided by this agreement. Any additional drawings required by the Building Department after permits are issued shall be charged at the current hourly rate.

XIII. Consultant reserves the right to display a sign at the project. Owner(s) shall notify Consultant by telephone (904) 730-7135, or other authorized number upon completion of project. Consultant shall remove the sign within 24 hours.

XIV. Expenses incurred during the execution of the project shall be reimbursed by the Owner(s) upon presentation of an itemized statement, this includes mileage, meals, and miscellaneous expenses, provided these expenses were agreed to in writing previously in the Design Agreement. Note: local travel expenses within a 30 mile radius are excluded.

XV. It is important that the Owner(s) examine the Drawings and Documents carefully. Plans are prepared to meet code requirements in place at the time of the agreement date. Changes in Building Codes or Zoning Codes, made after the agreement date, may require a change in Scope of Work. It shall be the final responsibility of the Owner(s) in conjunction with a State Certified Building Professional to review and check the plans for accuracy and compliance with codes, zoning and the requirements of any other regulatory agency, before obtaining a building permit. The Consultant shall be notified of any discrepancies before the execution of the construction contract and the commencement of the work. Consultant shall assume no responsibility for misinterpretation, or unauthorized deviation from the documents. It is customary and ordinary to omit certain details that are well within the common knowledge of a State Certified Building Professional. If a detail is omitted, or a design of drawings for which the Owner(s) needs further explanation, the Owner(s) should determine the solution with the Consultant before signing the construction contract. Otherwise the Owner(s) assumes responsibility for any of the construction discrepancies.

XVI. Fees charged for professional services are due and payable upon presentation of invoice (C.O.D.). Work in progress may halt if payments are not received within seven (7) calendar days. Deferred payment until closing or other conditions is not implied, unless prior written arrangements are made. A service charge will be added to the unpaid balance of past due accounts equal to the maximum permitted by law. It is our policy to file a Notice to Owner, and then a lien according to Florida Mechanics Lien Laws if timely payment is not made. NOTE: Liens are a last resort for payment!

XVII. Fee Schedule:

- a. Hourly Rate is charged at \$85.00/hour, with a minimum charge of two hours.
- b. Blacklines(24"x36") are charged at \$18.95/set, a minimum of ten sets shall be charged.
- c. Blacklines(12"x18") are charged at \$9.95/set a minimum of five sets shall be charged.
- d. Structural Engineering costs are \$0.40/SF under roof minimum based on standard frame construction.
- e. Design and drafting costs are at the builder rate of \$1.00 per square foot under roof.

XVIII. Payment Schedule:

- a. Design Deposit: \$2,500.00 minimum, up to 50% of the job prior to any work starting at the Designer's discretion.
- b. Progress payment as stated below due when floor plan, roof plan, front elevation, and electrical plan is presented!
- c. Progress payment as stated below due when check set of final drawings are presented.
- d. Balance due on presentation of final electronic files, blueprints or blacklines.

XIX. **Review of changes:** All appointments shall be pre-scheduled during the current visit from a minimum of three calendar days to a maximum of seven calendar days. Final production drawings will take 10 calendar days from the written approval of the final check set and returned to the Consultant for any corrections and modifications, and plotting of drawings!

XX. Breakdown of Projected Costs

- a. Structural Engineering Costs: \$ _____.
- b. Blueprint/blackline Costs: # of sets required: _____ type: _____ \$ _____.
- c. Specification/Bid Pack Costs: \$ _____.
- d. Design/Drafting Costs: _____/Total Square Feet Under Roof \$ _____.
- e. Site Visitation Costs: _____ Total number of visits requested \$ _____.
- f. Permit Processing Costs: \$ _____.
- g. Construction Supervision/Inspection Costs: \$ _____.
- h. Reproducible Vellums & Licensing Agreement: (\$24.95/page) \$ _____.
- i. Landscape Plan: \$ _____.
- j. Tree Survey Location Plan: \$ _____.
- k. Estimating Costs: \$ _____.

TOTAL PROJECTED COST OF PROJECT: \$ _____.

XXI. Breakdown of payments (IF REQUIRED):

DESIGN DEPOSIT: Date Paid: ____/____/____ \$ _____

PROGRESS PAYMENT #1: Date Paid: ____/____/____ \$ _____

PROGRESS PAYMENT #2: Date Paid: ____/____/____ \$ _____

FINAL PAYMENT: Date Paid: ____/____/____ \$ _____

SITE ADDRESS: _____ **COUNTY:** _____ **STATE:** _____

SUBDIVISION: _____ **LOT:** _____ **BLOCK/UNIT:** _____

Both parties hereto set their hands and seals as acknowledgment and acceptance of the terms and conditions for the production of construction documents for the aforementioned project:

R. E. Chip Mitchell
Designs for Living, LLC

OWNER#1 _____

OWNER#2 _____