

POINT NORTH STUDIO LLC.

PROFESSIONAL BUILDING DESIGNER TERMS OF AGREEMENT



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Guided by the American Institute of Building Design Publications



TERMS OF AGREEMENT

1. This Agreement shall be governed and executed in accordance with the laws of the State of Georgia and the United States of America with any disputes litigated in
2. Copyrighted originals of design and construction documents are the exclusive property of their authors, herein also known as the Consultant and are assigned for sale to their corporation. Unless stated otherwise in this 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, which shall be submitted to the Consultant for approval.
3. When providing design material, Clients signature on this agreement indicates that he/she has legally obtained said material, and has the original authors consent for its use. Further, client agrees to indemnify Consultant from any actions arising from copyright disputes.
4. Site Plan is prepared from information supplied by the Client. The Client shall furnish a boundary survey, tree survey, topographical survey, sub-surface soil investigation, and any other pertinent information which may be required. Consultant shall be entitled to rely upon the accuracy and completeness thereof. Client's surveyor shall verify site dimensions and placement of structures and any other restrictions before work begins. Client shall supply survey certified to Consultant and Client as correct and accurate.
5. This Contract provides the Client with use of the copyrighted Design, Construction Documents and additional services for the Property described in this agreement and on the site plan and title block only. If Client wishes to build the design more than once, Client agrees to pay a duplication fee each time the design is built. The duplication fee shall be per square foot of conditioned space. If exclusive use of this design is desired, Consultant reserves the right to negotiate an exclusivity fee.
6. Client understands that the final design shall comply with the building code adopted at the date of this agreement. Any changes or deviations from the plan during construction shall be revised on the Construction Documents and certified by the Consultant. Client is required to notify the Consultant of any changes in writing, or by notation on a set of blueprints.
7. Any changes made after Client's approval of design, as well as revisions to the design and construction documents for duplication shall be charged the current hourly rate. Before beginning any revision, a written estimate will be made available upon request. Detailed time records will be kept by the Consultant and made available for Client's inspection.
8. In the event the services of additional professional consultants are required and authorized by the Client, to be performed under the general coordination of the Consultant, and paid by the Consultant, the amount billed to the Client shall be 1.15 times said Consultant's fee.
9. The Client 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 Client shall not assign, sublet, or transfer his/her interest in this Agreement without the written consent of the Consultant.
10. In the event the final design product exceeds the original "Scope of Work", or if the lender requires an "Architects Certification Letter", the Consultant reserves the right to re-negotiate the compensation portion and terms of this agreement.



11. Upon the Client's approval of completed plans, Consultant shall make the original drawings available, to a designated printer. Client shall make arrangements with the printers as to the number of copies required. Client shall be responsible for payment to printers. Consultant specifically prohibits copying on reproducible media.

12. Plans that meet permit requirements are considered complete. Permit drawings will be signed and sealed by the Consultant and the Client's engineer. Any additional drawings requested by the Building Official after permits are issued shall be charged at the hourly rate as stated on the contract.

13. Consultant reserves the right to display a sign at the project. Client shall notify Consultant by telephone upon completion of project. Consultant shall remove sign within 48 hours.

14. Expenses incurred by the Consultant during the execution of project shall be reimbursed by the Client upon presentation of an itemized statement, this includes mileage, meals, and miscellaneous expenses. NOTE! Local travel expenses (within a 25 mile radius) excluded.

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

16. 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 five (5) 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, or lien according to Mechanics Lien Laws if timely payment is not made. Any fee incentives or discounts for special projects such as "Parade of Homes" or "Awards" designs shall become void if conditions of completion are not met in a timely manner.

17. Client's signature indicates that he/she has read and understands this Agreement, and further agrees to pay any Attorney's fees or expenses, incurred in the collection of monies owed on this Agreement, or in the enforcement of any of the terms and conditions of this Agreement. Client agrees to pay the Consultant's fee regardless of the results of governmental approvals, whether or not the project receives financing, or is completed.

18. If project becomes stagnant or Client fails to respond to Consultant for a period of 3 months, Consultant reserves the right to re-negotiate agreement terms and fees at commencement of work.

19. All sums payable under this Agreement are payable via cash, money order, or credit/debit card. No checks will be accepted. Payments can be processed through a secure online link provided by the Consultant.

Professional Building Design Member, Point North Studio LLC.

Client (Signature)

Client (Print)

Spouse (Signature if required)

Spouse (Print)