

Design Agreement

Agreement

Made on this day of Thursday, May 03, 2001

Between the Client:

and the Designer:

Bay View Builders
P.O. Box 764, Atwater Ave.
Manchester Ma 01944

We propose hereby to provide the following:

Plans, Drawings, Specifications and construction estimate for (project description)

Drawings & services provided:

- 4 Client meetings for revisions, product selection and consultation
- Site plan (locate house or addition on site plan provided by owner)
- Scaled and dimensioned floor plans (1/8" = 1'-0")
- Building sections with material specifications
- Exterior elevations
- General specifications
- Door & Window Schedule
- Foundation plan
- Framing Plans
- Photo 3D Renderings
- Construction cost estimate
- Three sets of color prints (11*17) additional sets @ \$.75/page)

Consideration for drawings & services:

In return for the foregoing services, Owner shall pay Designer the sum of **\$0000.00** Plus engineering and/or survey fees if required. Payments to be made as follows:

First Working Meeting	<u> \$000.00 </u>
Preliminary Design Complete	<u> \$000.00 </u>
Final Drawings Complete	<u> \$000.00 </u>

Terms and Conditions:

1. This contract Document constitutes the entire agreement between Client and the Designer
2. These plans are intended to be explanatory of the work to be done. The Building Contractor is ultimately responsible for the verification of all dimensions, details, existing conditions and code conformance. Should the builder find any omissions, errors or discrepancies they shall be subject to correction and interpretation by the Designer there by fulfilling the intent of the plans.
3. Designer is a licensed construction supervisor with over 25 years of experience in residential design and construction. Designer is not an architect or professional engineer. However, Designer may, at their discretion, employ the services of an architect, engineer or other professional in the fulfillment of the Designers obligations under this agreement. All plans are drawn in accordance with the Massachusetts building code and local ordinances.
4. Payments and disbursements: all payments are due and payable upon receipt of statement. Overdue payments will bear interest at the rate of 18% per annum (1-1/2% per month).
5. Engineering and/or surveying fees if required will be paid for directly by the Client and are not part of this agreement. Typically there are no engineering fees required. A site plan by a licensed surveyor is required by most building officials for a building permit.
6. Building department submittal fees, permits and/or changes to plans after the last meeting are not part of this design agreement, and must be covered under the Client's contract for construction of the project, or by others.
7. If the scope of the work has changed, or the Client requires additional meetings and revisions, that work shall be billed to the Client at \$51.98 per hr. The client will be informed of any additional costs before the work begins.
8. Bay View Builders and the Client share all rights to the drawings produced under this agreement. Drawings are produced with the assumption that Bay View Builders will be performing the construction of the project. However, the Owner may at their discretion provide the plans to another builder for use and is by no means required to have Bay View Builders perform the construction. Use of these plans and specifications by others for construction releases and relieves the Designer and Bay View Builders from any liability for their use thereof.
9. This proposal may be withdrawn by us if not accepted within 7 days.

NOTICE OF RIGHT OF RESCISSION

You have a legal right under Federal law to cancel this transaction, if you desire to do so, without any penalty or obligation within three business days from the date of signing this agreement.

Authorized signature _____ Date _____
Bay View Builders authorized representative

Acceptance of Proposal: The above price and conditions are satisfactory and are hereby accepted.

Owners Signature _____ Date _____

Owners Signature _____ Date _____