



Design Service Agreement

The client(s) whose signature(s) appear below hereby acknowledge the terms of this agreement and further engage the services of Simple Plans, Inc. [SP] as follows:

- Preliminary Design phase. To include: 3D model of building structure, site layout (including existing hardscapes), cabinets/casework locations, doors, windows, and structure materials. Review and/or re-design of Preliminary Plan Design to client(s) satisfaction.
- Architectural Documents phase. Final documents complete with details, notes, dimensions, call-outs and specifications. Drawings may include: Exterior Elevation drawings, Foundation drawings, Floor Plan layouts, Electrical layouts, Roof and Floor Framing layouts, Cross Sections, Specific Details and a Site Plan. The Architectural Documents will be ready for building permit application. Except as noted below.

Preliminary Design phase through Architectural Document phase Outline

Client will provide SP with information and ideas in the form of sketches, magazine cutouts, images, websites and/or other documentation or communication as to provide sufficient feedback for design phase work. Design procedure and correspondence will go as follows and in this order:

- Main Floor Plan layout and design.
- Review and re-design of Main Floor layout until client(s) approval.
- Basement and/or Upper Level Plan layout and design.
- Review and re-design of Basement and/or Upper Level layout until client(s) approval.
- Exterior Elevation and detail specific design.
- Review and re-design of Exterior Elevation and detail specifics until client(s) approval.
- Final approval. End of the Preliminary Design phase.
- Preparation of Architectural Documents.

Items that are NOT included in this agreement*:

- Structural Engineering
- REScheck certification
- Energy calculations
- Material cut list
- Mechanical, Plumbing and Electrical Engineering
- Complex "realistic" renderings
- Interior elevations

*(If you have any questions about what is or what is not included in this scope of work please feel free to ask.)

Initials_____ 1 of 3



Project Description

The project consists of the custom design of a _____ +/- sqft residence located at:

Cost of Services

Cost of the above services is **\$1.00 per SQFT**. Payment for these services will be made as follows:

- \$1000.00 deposit to begin work.
- Account balance will be due before delivery of completed Architectural Documents.

Time Frame

The Preliminary Design phase will begin immediately after payment of deposit. Please allow 8-15 working days for initial design time and 5-8 working days for revisions, often sooner. Architectural Documents phase will begin after final approval of preliminary designs. Completion date shall depend on: 1) the amount of changes made by client(s); 2) review time consumed by client(s); and 3) the complexity of the design.

Additional Changes

Any changes to the plan after final approval will be billed at \$50.00 an hour with a minimum of \$500.00 dollars. Payment for additional changes will be due before completion of revised Architectural Documents.

Services Provided

SP is a service provider, and as such you are not purchasing a product - rather a service, therefore any documents, files, prints, or transmissions you receive from SP as a result of their service will remain the property of SP. You DO NOT own the plan or design, you are merely granted rights to use the plan or design. SP provides the above services in accordance with Utah Code Title 58-3-10(1)(a). The Architectural Documents shall be in accordance with your local building department or governing agency guidelines - to secure a building permit, to the extent of the services that SP provides. If your building department/governing agency requires more documentation, calculations or details beyond the scope of this agreement SP is happy to provide those services at an extra cost. An example of this may be: Working with an Engineer for Structural calculations and Engineer stamp.

Copyright

All work provided by SP is protected under the Federal Copyright Act, Title 17 of the United State Code, and Chapter 37 of the Code of Federal Regulations, and is the intellectual property of SP and may not be reproduced, copied or altered in any manner without written permission from SP. With the signing of this agreement The client(s) listed below will be entitled to one (1) use of the Architectural Documents for the single construction of the residence designed within the final Architectural Documents. The client(s) is also entitled to making as many copies deemed necessary for said construction and bid preparation, with the understanding that the Architectural Document owner is and will remain SP.

Initials_____ 2 of 3



Terms of payment and fees.

The only forms of payment accepted are cash, debit or credit card. SP no longer accepts checks. Client will receive an electronic invoice delivered via email or mobile phone app for the deposit and any other payments. Initial deposit is non-refundable. Account balance is expected to be paid in full before final documents will be released. Unpaid balances are subject to finance charges. All prices online and quoted within this agreement are shown as US Dollars. All Payments are to be US Dollars.

Acknowledgments and liabilities.

SP no longer provides printing services. All large format print files will be delivered as Adobe PDF files sent via email or delivered as downloadable files from the SP website. Detailed printing instructions may be provided upon request. SP will not be held liable for the neglect, fault or mis-calculations of others. If any design issues arise please contact SP.

I further acknowledge that SP is not an architectural firm and does not assume the status, liability or responsibilities of a licensed architect.

Signatures.

Client(s) Signature

Client(s) Name

Date