

Nexgen Innovative Design Solutions



Standard Form of Agreement Between Owner and Design Firm

Agreement made as of the <insert with words the day of the month> day of <month> in the year <year>

Between the owner: <insert name of owner>
<insert address of owner>
<insert address line 2>
<insert phone number of owner>

and the design firm: Nexgen Innovative Design Solutions
5768 W. 2000 N. Rd.
Bonfield, IL 60913
815/592-1687

The project: <name of owner or developer> Residence
<insert address of project>
<insert address line 2>

The owner and design firm agree to the following terms:

1. Project Parameters

The objective or use is: <insert description of proposed goal>

The owner program¹ is: <insert information on how the owners program will be developed>

The financial parameters are:

*The owner, <insert full name of owner> agrees to pay Nexgen Innovative Design Solutions in the amount of:

Dollars (\$ <insert numerically dollar amount>)
<insert in words the dollar amount>

*In accordance with the N.I.D.S. fee schedule, 20% of above amount (**non-refundable retainer**) is to be paid at contract signing. Half of remaining balance paid at project 50% review scheduled by the designer. Fulfillment of above amount paid at issuance of blueprints. Invoices will be issued for each payment scheduled.

The time parameters are: <insert appropriate milestone dates and durations>

2. Project Team

The owners designated representative is:

<insert name of representative>
<insert address of representative>
<insert address line 2>
<insert phone number of representative>

Additional members or entities for the owner are:

<insert name of entity>
<insert address of entity>
<insert address 2>
<insert phone number of entity>

The designer's representative is:

<insert name of representative>
<insert address of representative>
<insert address line 2>
<insert phone number of representative>

The consultants retained at the designer's expense are:

<insert name of entity>
<insert address of entity>
<insert address line 2>
<insert phone number of entity>

Both the design firm and the owner may reasonably rely on the information set forth in this agreement. Both parties however recognize that changes in schedule, compensation, and other entities in this agreement may occur. In the event that changes occur, both the owner and design firm shall negotiate appropriately in accordance with section 5.

3. Responsibilities

3.1 The owner and design firm shall cooperate with each other to complete all items contained in this agreement to fulfill all obligations herein, and shall maintain a good working relationship among all members of both parties.

Owner

3.2.1 The owner is responsible to provide the designer all information pertinent to assist in the completion of obligations required by this contract within 15 days after receipt of request. Failure of owner to do so may delay dates specified in section 1 of the contract at no responsibility of the designer.

3.2.2 The owner's representative as specified in section 2 above shall be authorized to make all decisions on behalf of the owner and shall act as an agent of the owner. Both the owner and their representative shall make all decisions in a timely manner as to not delay the progress of the project or the design firm.

3.2.3 It is the responsibility of the owner to furnish services or consultants for items not included in the designers basic services² for items requested by the designer and in the scope of the project including but not limited to soil boring tests, structural or mechanical inspections (existing conditions), or hazardous materials testing (existing conditions).

3.2.4 The owner shall be responsible for all legal, insurance and accounting services that may be reasonably necessary at any time for the project to meet the owner's needs and interests.

Design firm

3.2.5 The designer should perform all obligations expeditiously as is consistent with the profession and orderly for the project.

3.2.6 The design firm's representative listed in section 2 above shall have full responsibility to act as an agent on decisions directly related to this project.

3.2.7 The designer shall maintain confidentiality with all information with regards to this project for the sake of protecting the owner's rights, with the exception of information that may be

unlawful, may create risk or significant harm to the public, or prevent the designer or firm from protecting themselves in an adjudicatory hearing. This also applies to the designers consultants and parties directly involved with the project for the designer.

- 3.2.8 The designer shall not engage in any activity or accept any employment or interest that would reasonably appear to compromise the designer's professional judgment in regards to this project.
- 3.2.9 The designer shall be responsible for reviewing all laws, codes, and regulations that may be pertinent to this project at no liability to the owner.
- 3.2.10 The designer shall be entitled to rely on all information provided by the owner as accurate and free from errors or discrepancies in regard to the project and shall not be held responsible for the same.

4. Ownership of design

- 4.1 The drawings, specifications, design and all other documents even in electronic form, prepared by the designer and the designer's consultants are tools to be used exclusively with this project. The designer and their consultants shall be deemed the sole authors and owners of all designs and shall retain project information as copyrighted materials.
- 4.2 In accordance with this agreement, the designer grants the owner the right to a non-exclusive license to reproduce the design for only the project listed above, providing the owner maintains all obligations to the designer including prompt payment of fees and dues. Any termination of this agreement prior to completion of the contract shall revoke the license issued by the designer. The designer maintains the right to reissue the design to a third party for completion of a separate and independent project.
- 4.3 No license or written agreement is required from the designer for contractors, sub-contractors, or consultants directly associated with this project to reproduce items necessary for the execution of fulfilling this contract. Items may not be reproduced for projects not contained in this agreement.
- 4.4 Copies of the construction documents in electronic form are for the exclusive use of the owners listed in this contract and are not to be reproduced, distributed, or used on another project in any manner except with the express written consent of Nexgen Innovative Design Solutions.

5. Change in Services

Changes in services, including services by the consultants, that conflict with items listed in this contract are allowed as long as both parties agree to the terms in a separate written agreement. If the parties change the services outlined in this contract, this agreement will be treated as still active with out invalidating any other terms of this contract.

6. Miscellaneous Provisions

- 6.1 Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the owner or designer.
- 6.2 Unless otherwise provided in this agreement, the designer and the designers consultants shall not be held responsible for unforeseen circumstances arising during construction such as; extra ordinary settling due to inadequate earth, requiring additional reinforcement of footings and foundations, acts of God which damage the structure during construction, or harm caused at the fault of contractors or other parties hired by the owner.
- 6.3 The designer shall retain full rights to the project for photographic or rendered drawings of the structure and design for use in promotional marketing and professional materials. This does not alter the owners right to confidentiality as expressed in section 3.2.7
- 6.4 The owner agrees to allow the design firm to place one (1) 18 inch by 24 inch baked aluminum sign on the site for the duration of the construction period for advertising and marketing purposes.

7. Termination or Suspension

- 7.1 If the owner fails to make payment to the designer, the designer may suspend the project in its entirety until due fees are paid in full. After 30 days of non-payment the designer will issue a written notice of termination of this agreement. After the notice is sent, the owner has a full 30 days to make current the delinquent fees, after which this contract shall be considered null and void. If such circumstances should occur, the designer its consultants and representatives shall

not be held responsible for damages occurring to property or materials or be responsible for penalties accrued from construction loans or any other reaction to the termination.

7.2 If the project is suspended for more than 60 days the designer may terminate this contract and collect all due fees up until the suspension.

7.3 Either party may terminate this agreement upon not less than 7 days written notice should the cause of termination be for reasons out of the parties' control.

7.4 In the event of termination not the fault of the designer, the designer shall be compensated for services performed prior to termination, together with reimbursable expenses then due and all termination expenses as defined in 7.5

7.5 Termination expenses are in addition to compensation for the services of the agreement and include expenses directly attributable to termination for which the designer is not otherwise compensated, plus an amount for the designer's anticipated profit on the value of the services not performed by the designer & for materials, incidental and consequential damages.

8. Mediation

8.1 The owner and designer shall endeavor to settle disputes in regard to this agreement in a timely manner. Should no resolution be made in regards to the dispute at hand, both parties mutually agree to file a request for mediation in accordance with the Construction Industry Mediation Rules of the American Arbitration Association currently in effect. Mediation shall proceed for a period of 60 days prior to any arbitration or legal or equitable proceedings. Both parties shall share mediator fees and filing fees, and mediation should take place at the project site location unless a separate location is agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

9. Arbitration

9.1 Any claims, disputes or other matters in question arising out of or related to this agreement shall be subject to Arbitration. Prior to Arbitration both parties agree to try and resolve the issue at hand through mediation in accordance with section 8.

9.2 All requests for Arbitration shall be made to the American Arbitration Association with-in a timely manner of such claims. In no way shall claims for arbitration be made after the standard institution of legal or equitable proceedings based on such claim be barred by the applicable statute of limitations.

9.3 Final decisions by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

10. Change in compensation

10.1 If the services rendered by the designer at the owner's request are changed in accordance with section 1 of this agreement, the designer shall be compensated for these additional changes. Such changes shall be calculated as described below.

<insert calculations for additional charges>

11. Definitions

¹ Program: Owners specified goals and expectations for the project. The program outlines to the designer the style, features, and spaces the owner desires to aid in the preliminary proposal by the designer.

² Designers Basic Services: As included in N.I.D.S. fee schedule, owner will receive schematic design services, construction documentation services, and prints.

This agreement entered into as of the day and year first written above

Owner (Signature)

Designer (Signature)

Printed name and date

Printed name and date