

**GLOBE  
Residential Design Studio, INC.**

Venetia, Pa ~ 15367 ~ 724-914-5888 ~ [globerds@comcast.net](mailto:globerds@comcast.net)

**AGREEMENT FOR BUILDING DESIGN SERVICES**

AGREEMENT BY AND BETWEEN: **GLOBE Residential Design Studio, INC. (Designer )**

AND (Client): \_\_\_\_\_

PHONE # \_\_\_\_\_

Current Mailing Address: \_\_\_\_\_

ZIP \_\_\_\_\_

County \_\_\_\_\_

Township/Borough \_\_\_\_\_

Email Address: \_\_\_\_\_

for the property located at: \_\_\_\_\_

**I. Scope of Work:**

Creation of drawing set for:

NEW HOME

HOME ADDITION

INTERIOR SPACE

UPDATED KITCHEN

UPDATED BATH

OTHER \_\_\_\_\_

DATE \_\_\_\_\_

CLIENT SIGNATURE \_\_\_\_\_

## II. Services and Responsibilities:

### A. Existing Condition Documentation (Determined by the Designer )

- Field survey and Creation of drawing set of EXISTING STRUCTURE with general notes as necessary
- Field survey of EXISTING LAND with general notes as necessary

### B. Preliminary Drawings

After consulting with the Client, the Designer shall prepare drawings of sufficient nature to convey the proposed design for approval by the Client.

### C. Construction Drawings

Upon approval of item II-B by the Client, the Designer will provide the following:

1. **Floor Plan (per number of floors ), Roof Plan & Foundation Plan**
2. **Exterior Elevations**
3. **Construction Details/Wall Sections**
4. **General Notes**

## III. Time:

- A. The Designer shall perform services within reasonable time as is consistent with the requirements of the Design. Circumstances such as Equipment failure, Consultant availability, Vendor information, Material information, Weather, Acts of Nature or God shall be understood not to be under the control of the Designer and shall in no way render this contract void.
- B. This contract does not provide for any specific completion date.

## IV. Client's Responsibilities:

- A. Client shall provide a land survey of the proposed site certified correct to the Designer. If deemed necessary by the Designer, the services of other consultants will be at the Client's expense.
- B. Client shall furnish required information and shall render approvals and decisions expeditiously (within 5 working days) for the orderly progress of the Designer's work.
- C. Any changes made by the Client are subject to the hourly rate and expenses provided for in Section V of this Agreement.
- D. Weather, Acts of Nature or God shall be understood not to be under the control of the Client or Designer and shall in no way render this contract void.

DATE

CLIENT SIGNATURE

**V. Fees:**

A. Client shall pay the Designer the amounts here stated:

1. Time and Expense Rate:     \$ \_\_\_\_\_

B. Payment schedule shall be as follows:

1. Non-Refundable Retainer to begin work:     \$ \_\_\_\_\_

2. Paid on delivery of drawings listed in II-B & IIC.

C. Additional drawings may be required for but not limited to reviews by and for Engineering Design and associated stamps; Builder Reviews; Supplier Reviews; Permit Reviews. Fees are based on associated hourly rate.\*

D. The Designer will furnish final Construction Drawings/Documents as a printed package that consists of one (1) set of prints and one (1) electronic PDF.

E. If the Client, for any reason, halts progress at any phase of this agreement or requests drawings at any phase of this agreement the Designer shall be compensated for the work completed to date prior to release. Payment is due upon halt of project.

F. A delinquency charge of 25% of the unpaid balance per WEEK shall be assessed to an account over 15 days past due AND is subject to legal action. Additionally, the Designer shall be reimbursed for all costs related to the collection of past due accounts.

G. GLOBE RESIDENTIAL DESIGN STUDIO Inc. makes no guarantee, warranty or statement that a Building Permit will be granted.

\*NOTE –

It is possible that after review by Plans Examiner and/or Building Inspector, changes may be requested to drawings for issue of Building Permit. GLOBE will make changes based on established hourly rate designated in V.A.1 .

DATE

CLIENT SIGNATURE

**VII. FIDUCIARY**

- A. The drawings, notes, sketches and documentation shall remain the exclusive property of the Designer and are considered Copyrighted Intellectual Material. The Client's right to use any drawings or sketches is conditioned and limited to a one-time use to construct the above described and located project. The use or reproduction of such drawings or plans in connection with any other construction or purpose is prohibited. The foregoing shall apply regardless of whether the above described project is constructed. No changes to the Drawings are permitted without written approval from Designer. Copyright and Intellectual Material violations are subject to Local, State & Federal laws. Such violations also carry a fee payable to Designer for each violation of \$10,000 minimum.
  
- B. Client, Designer and their respective successors, legal representatives and assigns be bound hereby. Neither Client or Designer shall transfer or assign their respective interest in this agreement without the written consent of the other.
  
- C. In the event action is instituted by litigation to enforce the terms of this agreement, it is agreed that any award or judgment shall include reasonable attorney's fees to the prevailing party and shall include all costs in connection with the enforcement of this agreement by litigation.
  
- D. This is the entire agreement between the parties and does not accept or abide by oral agreements. Should Client terminate this agreement, it must be done in writing.
  
- E. ***This Agreement does not include and not limited to the following unless chosen in Section VI:***
  - 1. Cost of local charges for approval of drawings or the cost of any permits.
  - \*2. List of Materials, Quantity Take-Offs, Contractor Estimates, Engineering Design, Framing layouts, Truss Design/Layouts, Mechanical/Electrical/Plumbing drawings, or Surveys.
  - \*3. Contract Administration or Supervision of Construction
  - 4. Legal Advice
  
- F. Due to the nature of any project the Contractor and Sub-Contractors are required to follow all codes for residential construction using prevailing building codes and the IRC presently used by local building officials.
  
- G. The Designer is not liable for any errors and omissions the contractor and/or Sub-Contractors may cause to the project. All errors and omissions of the Designer are subject to remedy by the Designer prior to the beginning of construction. Contractor is responsible to meet all applicable codes.
  
- H. The Contractor is responsible to verify the Design and Construction Documents prior to the beginning of construction with Designer. Unforeseen existing construction that alters the design or new construction will be addressed by additional fees as required.
  
- I. The Designer is not responsible for any safety issues. The Contractor and sub-Contractors are responsible for all safety aspects.

*\*Available upon request.*

DATE \_\_\_\_\_

CLIENT SIGNATURE \_\_\_\_\_