



The Smart Renovation Design Contract

Version 1.0 2016



This Design Agreement (“**Agreement**”), effective as of xxx (the “**Effective Date**”), is entered into by and between xxx (“**Architect**”) with its primary office address at xxx, and xxx (“**Customer**”) with their principle place of residence (“**Project Address**”) at: xxx.

The Customer and Architect agree as follows.

1. ARCHITECT’S RESPONSIBILITIES

The Architect shall provide architectural services for the Project as described in this Agreement in a manner consistent with locally accepted standards for professional skill and care. The Architect shall assist the Customer in determining consulting services required for the Project. The Architect’s services include the following consulting services, if any:

N/A

During the Design Phase, the Architect shall review the Customer’s scope of work, budget and schedule and reach an understanding with the Customer of the Project requirements. Based on the approved Project requirements, the Architect shall develop a design. Upon the Customer’s approval of the design, the Architect shall prepare Construction Documents indicating requirements for construction of the Project and shall coordinate its services with any consulting services the Customer provides. The Architect shall assist the Customer in filing documents required for the approval of governmental authorities and in obtaining proposals.

During the Construction Phase, the Architect’s services shall include interpreting the Contract Documents and visiting the site once during construction and once at substantial completion.

2. CUSTOMER’S RESPONSIBILITIES

The Customer shall provide full information about the objectives, schedule, constraints and existing conditions of the Project, and shall establish a budget that includes reasonable contingencies and meets the Project requirements. The Customer shall provide decisions and furnish required information as expeditiously as necessary for the orderly progress of the Project. The Architect shall be entitled to rely on the accuracy and completeness of the Customer’s information.

The Customer shall furnish consulting services not provided by the Architect, but required for the Project,

such as surveying, which shall include property boundaries, topography, utilities, and wetlands information; geotechnical engineering; and environmental testing services. The Customer shall employ a Contractor, experienced in the type of Project to be constructed and financially guaranteed to perform the construction work under a Performance and Payment Bond.

3. USE OF DOCUMENTS

Drawings, specifications and other documents prepared by the Architect are instruments of the Architect's service and are for the Customer's use solely with respect to this Project. The Architect shall retain all common law, statutory and other reserved rights, including the copyright. Upon completion of the Project or termination of this Agreement, the Customer's right to use the instruments of service shall cease. When transmitting copyright-protected information for use on the Project, the transmitting party represents that it is either the copyright owner of the information, or has permission from the copyright owner to transmit the information for its use on the Project.

4. TERMINATION, SUSPENSION OR ABANDONMENT

In the event of termination, suspension or abandonment of the Project by the Customer, the Architect shall be compensated for services performed. The Customer's failure to make payments in accordance with this Agreement shall be considered substantial nonperformance and sufficient cause for the Architect to suspend or terminate services. Either the Architect or the Customer may terminate this Agreement after giving no less than seven days' written notice if the Project is suspended for more than 90 days, or if the other party substantially fails to perform in accordance with the terms of this Agreement.

5. MISCELLANEOUS PROVISIONS

Compliance with Laws. The Architect shall observe and abide by and perform all of its obligations under the Contract in accordance with all applicable laws, rules and regulations of all governmental authorities having jurisdiction over Architect, the Project and the Work.

Miscellaneous. Except with the express written consent of the other party, neither party may assign, or otherwise transfer any of its obligations hereunder without the express written consent of (a) the other party, which consent shall not be unreasonably withheld. Nothing in the Agreement shall be construed to create a contractual relationship between any persons or entities other than Customer and Architect.

Entire Agreement. The Agreement constitutes the entire agreement of the parties with respect to the Project. No other agreements, oral or written, pertaining to the Work exists between the parties, and no purported terms and conditions (*e.g.* legal "boilerplate") attached to any forms or documents provided by Architect shall be valid or binding. The Agreement may only be modified by a written agreement signed by both parties. 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 Customer or the Architect.

Hold Harmless. Customer and Architect agree that Architect's liability to Customer for errors or omissions in the services provided by Architect or its Consultants on the Project shall be limited to the amount of Architect's available liability insurance covering the claim at the time of a judgment or settlement of such claim to the fullest extent permitted by law.

Customer assumes liability for and agrees to indemnify, and hold Architect and its consultants harmless from and against all damages, losses and judgments, including reasonable attorney's fees and expenses,

to the extent they arise from an act or omission of Customer, its agents, employees, or consultants.

Architect is not responsible to Customer or any third parties for errors, omissions, or other deficiencies in the services of any other design professional or design-build contractor rendering design, engineering or related services for benefit of Customer or the Project. Architect's sole liability in connection with the services on Consultants or design-build contractors shall be to coordinate the Consultant's portion of the instruments of service. Architect shall take whatever action is reasonably necessary, including an assignment of rights, to enable Customer to pursue its claims for errors or omissions and deficiencies directly against any Consultant. Owner shall require Consultants or design-build contractors retained by Owner to coordinate their services and documents with those of the Architect and Architect's Consultants.

It is understood and agreed that "Work" refers to fully completed portions of Construction. It does not refer to the means and methods of construction that are employed by the Contractor. As such, the Architect shall not be required to observe, and shall have no responsibility for, the means and methods of construction that are employed by the Contractor.

6. PAYMENTS AND COMPENSATION TO THE ARCHITECT

The Customer shall pay the Architect an initial payment of \$ xxx as a minimum payment under this Agreement.

The Customer shall reimburse the Architect for expenses at a multiple of xxx times the cost.

Payments are due and payable upon the Customer's receipt of the Architect's monthly invoice. Amounts unpaid x days after the invoice date shall bear interest from the date payment is due at the prevailing WSJ Prime Rate + x%.

At the request of the Customer, the Architect shall provide services not included in Section 1 for additional compensation. Such services may include providing or coordinating services of consultants not identified in section 1; revisions due to changes in the scope, quality or budget; evaluating changes in the Work and Contractors' requests for substitutions of materials or systems; and services not completed within x months of the date of this Agreement through no fault of the Architect. The Architect will alert the Customer in advance if additional fees are applicable.

7. ACCEPTANCE OF CONTRACT

DATE

SIGNATURE OF ARCHITECT

PRINT NAME

DATE

SIGNATURE OF HOMEOWNER

PRINT NAME