



DESIGN-IN-TANDEM

Master Planning & Design

A Special Service for Homeowners, by Straus-Edwards Associates, Architects

AGREEMENT FOR ARCHITECT'S SERVICES

*[Note: Please fill out this Agreement form and return, with your signature, by mail or by facsimile: (888) 745-5524, at least three days prior to your scheduled appointment for a **Design-In-Tandem** session. Upon receipt of the fully-executed Agreement, we will return one fully executed copy to you, either by facsimile or at the commencement of the Session.]*

Client:

_____			()
Client's Name	Middle Initial	Last Name	Telephone
_____			()
Co-Client's Name	Middle Initial	Last Name	Telephone
_____			()
Email:	_____		Fax:

Street Address:

_____	_____	_____
City	State	Zip Code

Mailing Address:

_____	_____	_____
City	State	Zip Code

The services defined herein are for the following premises:

Street Address:

_____	_____	_____
City	State	Zip Code

Service Provider:

Design-In-Tandem Master Planning and Design Services will be provided by an Architect representative of:

Straus-Edwards Associates, Architects

PO Box 421230
San Diego, CA 92142-1230
(858) 565-9389 or (888) 745-5524

PO Box 846
Woodbury, Connecticut 06798-0846
203-263-0018

architects@design-in-tandem.com

For purposes of this Agreement, Straus-Edwards Associates will be known hereafter as *Architect*.

Privacy Statement:

The Architect will not sell or give to any third party any information obtained from the Client through any means, written, spoken, through electronic communications, or by the rendition of his/her services, without specific permission of the Client to release such information.

Basic Services to be Provided:

A visit to the Client's residence, one session of five (5) hours minimum duration, by the Architect, in order to accomplish the following:

1. Interview the Client and his/her designated decision-makers to define their intended objectives. These objectives may include but not be limited to needs, aesthetic goals, budget available, restrictions and limitations, and the time frame within which the Client wishes to accomplish the project.
2. Perform cursory observation of visible interior and exterior conditions to determine the potential for changes and limitations that may affect the design.
3. Refer to Client's available documents, which may include the original construction documents subsequent changes, shown in property surveys, site plans, floor plans, elevations, and sections, as well as construction details and other design sketches. *[Note: Such documents are very important and their presence will greatly facilitate the design produced.]*
4. Refer to Client's design ideas. *[Note: It is helpful if the Client presents to Design-In-Tandem clippings from magazines and other pictures that appeal to him/her, whether or not such pictures are related to the current home.]*
5. Perform cursory observation of the layout and approximate dimensions of the existing home, as may be appropriate to the Client's design objectives.
6. Produce, with Client's continuous presence and input, sketches to explore one or more solutions to meet the objectives established at the beginning of the session. The Architect will make every effort to produce a sufficient quantity of plans, and other sketches to adequately illustrate the Client's preferred design within this session.
7. At the end of the session, the Architect may take photographs of the session, and may request a voluntary commentary from the Client, to be recorded in the *Design-In-Tandem Journal*.
8. The sketches produced under this session will be turned over to the Client upon full payment of the fee. They will then remain the property of the Client. Design-In-Tandem reserves the right to make copies for its own records and use.

Compensation for Basic Services:

Stipulated sum fee of eight hundred seventy-five (\$875) dollars as a base fee. This is a minimum fee, unless other wise indicated or agreed. Sessions performed on Saturday or Sunday will be at an additional charge of two hundred (\$200) dollars.

Under the unusual event that the session extends significantly over five hours due to one or more of the circumstances described below, the Client agrees to compensate the Architect, in addition to the base fee, a surcharge up to one hundred and eighty-five (\$185) dollars for each item.

1. There are no plans, drawings, or blueprints showing existing conditions, therefore making it necessary for the Architect to take extensive measurements and to draw a base plan prior to proceeding with the design(s).
2. The solution requires a design of unusual complexity due to the unusual configuration of the existing building.
3. The area affected by the design solution exceeds 2500 square feet.
4. Extensive site design is required in addition to building design.

Fees are payable at the conclusion of the session, in the form of a personal check, money order, or cash. Credit cards are not accepted.

If it should be necessary for the Architect to turn this Agreement over to a collection agency, the Client agrees that he will pay all collection costs, including a reasonable attorney's fee.

Termination of Basic Services:

1. If, upon examination of the premises, the Client's documents, and hearing the Client's objectives, the Architect determines that the intended session would not be appropriate to the circumstances, the Architect reserves the right to terminate the session and there will be no charge to the Client.
2. If, upon meeting the Architect and initiating the session, the Client and/or Architect determine(s), within three (3) hours of initiating the session, that he/she does not wish to proceed with the session, either party may terminate the session and there will be no charge to the Client.
3. If, after four (4) hours or upon completing the session, the Client is not satisfied with the results, the Client may decline to keep the sketches. The compensation to the Architect will then be reduced to four hundred (\$400) dollars.

Limitation of Liability:

1. The sketches and other documents that may be provided to the Client under this Agreement are intended as illustrations of design concepts and as a basis for further development. They are not intended as sole or primary basis for detailed cost estimation, nor are they suitable for use as Construction Documents. The Client agrees that, while the result of the services rendered should provide a reasonable indication of the potentials and constraints relative to the subject property, the actual development potential is subject to detailed surveys, designs, physical constraints of the property, which cannot be fully determined by the preliminary analysis offered. The development potential is also subject to the actions of various land use boards, commissions, agencies, and associations the actions of which cannot be fully predicted.
2. The Architect will not be held responsible for any errors resulting from inaccuracy or incompleteness of any documents or information supplied by the Client.
3. **The Client agrees to limit the Architect's liability, related to the services provided under this Agreement, to the Client and/or Owner and to all construction Contractors and Subcontractors on the Project, due to the Architect's professional negligent acts, errors, or omissions, such that the total aggregate liability of each Architect to all those named shall not exceed the Architects' total fee for services rendered under this Agreement.**

Optional Additional or Alternative Master Planning and Design Services:

If the Client wishes to engage the Architect for additional *Design-In-Tandem* Master planning and Design sessions, similar in nature to those provided under Basic Services, the Client and Straus-Edwards Associates, Architects will establish an agreed-upon per session fee, not to exceed the compensation given above.

Optional Additional Architect's Services beyond *Design-In-Tandem* sessions:

1. The following additional services are available from Straus-Edwards Associates and/or through associated architects.
2. Additional Services by Straus-Edwards Associates, Architects are provided under Agreement Forms selected for appropriateness to each project from those produced by the American Institute of Architects.
3. Compensation is negotiated separately for each project and is based upon the size and complexity of the project, as well as the scope of services provided.
4. Additional Architectural Services available are as follows:
 - a. Design Development documents: Building plans, elevations, and sections as needed for design refinement and as a basis for Permitting or Construction documents to follow.
 - b. Permitting Documents: Building plans, elevations, and sections as needed to obtain construction permits from regulatory agencies having jurisdiction.
 - c. Construction Documents: Building plans, elevations, and sections as needed to obtain construction permits from regulatory agencies having jurisdiction, as well as construction details showing conditions other than those provided as standard practice by reputable contractors.
 - d. Construction Administration: Field observation and review services to see that the intent of the Construction Documents is understood by the General Contractor, and that the Construction Documents are followed.
 - e. Post-Construction Services, as may be required.
5. Interior Design Services are available by arrangement.
6. Landscape Design Services are available by arrangement.
7. Engineering Services: Whenever the Architect determines that engineering services are required, Straus-Edwards Associates will present to the Client the options available, together with their cost. Engineering services can be provided within the Architect's services or can be contracted separately by the Client, as appropriate to the project.

Optional Additional or Alternative Master Planning and Design Services Provided by Design-In-Tandem:

If the Client wishes to engage the Architect for additional *Design-In-Tandem* Master planning and Design sessions, similar in nature to those provided under Basic Services, the Client and Straus-Edwards Associates, Architects will establish an agreed-upon per session fee, not to exceed the compensation given above.

Copyright Restrictions:

The design(s) provided under this Agreement are subject to Copyright laws and may not be used for any premises other than the ones for which designed. Straus-Edwards Associates, Architects hereby permits the Client and his/her Agents to use the designs produced under its *Design-In-Tandem* services, or otherwise, only for the premises of this

Agreement and to amend them as required by the Client for implementation at these premises. The Client hereby agrees not to use the products of *Design-In-Tandem* services for any other premises, nor to release them to any other persons or entities without first ascertaining that they will not be used in any manner except for the premises for which they were designed.

Right of Rescission:

[FOR CONNECTICUT TRANSACTIONS ONLY--REQUIRED BY CONNECTICUT STATE LAW]

NOTICE OF CANCELLATION

YOU (Client) MAY CANCEL THIS TRANSACTION, WITHOUT ANY PENALTY OR OBLIGATION, WITHIN THREE BUSINESS DAYS FROM THE ABOVE DATE.

IF YOU CANCEL, ANY PAYMENTS MADE BY YOU UNDER THE CONTRACT, AND ANY NEGOTIABLE INSTRUMENT EXECUTED BY YOU, TOGETHER WITH ANY DOCUMENTS YOU MAY HAVE LENT THE SELLER, WILL BE RETURNED WITHIN TEN BUSINESS DAYS FOLLOWING RECEIPT BY THE SELLER OF YOUR CANCELLATION NOTICE, AND ANY SECURITY INTEREST ARISING OUT OF THE TRANSACTION WILL BE CANCELLED.

TO CANCEL THIS TRANSACTION, MAIL OR DELIVER A SIGNED AND DATED COPY OF THIS CANCELLATION NOTICE OR ANY OTHER WRITTEN NOTICE, OR SEND A TELEGRAM TO DESIGN-IN-TANDEM, AT 331 MAIN STREET SOUTH, PO BOX 846, WOODBURY, CONNECTICUT 06798, NOT LATER THAN MIDNIGHT OF _____.
[DATE]

I HEREBY CANCEL THIS TRANSACTION.

[DATE] [BUYER'S SIGNATURE]

By affixing their signatures, all parties signify that they have read, understood and agreed to abide with all terms and conditions of the Agreement as given described herein.

Client's Signature _____ Date _____
Printed Full Legal Name

Client's Signature _____ Date _____
Printed Full Legal Name

Architect: Lydia Straus-Edwards, AIA
California Architect License #21926; Connecticut Architect License #3506;
CT Interior Designer Registration #996.