

**BRIAN ROGERS BUILDING DESIGN**

**Letter of Agreement**

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Client: \_\_\_\_\_ Job No.: \_\_\_\_\_  
\_\_\_\_\_ Date: \_\_\_\_\_  
\_\_\_\_\_ Phone: \_\_\_\_\_  
\_\_\_\_\_

Re: \_\_\_\_\_  
Work to be done: \_\_\_\_\_

Residential  General Contractor  Illustration  Other \_\_\_\_\_

**A. Construction Contract Documents:**  house  building  other \_\_\_\_\_  
will be done:  24" x 36"  18" x 24"  other \_\_\_\_\_

*Includes:*  plan(s), elevations, foundation, cross-section (typ.),  site plan,  custom home survey, or  client's buildable design.

Plans are able to receive a "Building Permit" by the government agency with that authority.

All drawings and designs are the property of the "Designer":

**Brian Rogers** or  \_\_\_\_\_

and are copyrighted. The purchase of these custom plans are a license for a "one time" project "use" at that "project's" location.

Vellum (plotter bond) originals are on loan to the client, and can be recalled at any time.

Other work: \_\_\_\_\_ Copyrighted? Y\_\_\_ N\_\_\_

**B. Compensation:** Basic House Plan will be \_\_\_\_\_ SF (estimated) X \$ \_\_\_/SF = \$ \_\_\_\_\_ (approximate cost of "drafting time" **only**). This "approximate" amount is used to figure a "reasonable" time **budget**, for the drafting required:  \_\_\_\_\_ hours to complete.

**ALL WORK IS DONE ON A "TIME & MATERIAL" basis: \$55.00/hr.**

Materials: plots: \$5.00/plot prints: \$1.00/ sheet (24" x 36" size).

**Retainer:** Work on the "project" will be scheduled after receiving:

1) A "Signed Agreement"; & 2) A "Retainer": \$ \_\_\_\_\_ (see estimate above) X .33 (33%) = \$ \_\_\_\_\_ **Retainer**

**Open Account:** (see "Invoicing" section)

**C. Project Timing:** All projects will be on a "first come, first served" basis, after \_\_\_\_\_  receiving a retainer. **(NO Retainer?, no promises, no scheduling)**. Due to the nature of "design work", meeting a deadline is **"practically IMPOSSIBLE!"**, due to each client's project, personality, and needed "changes". Your patient attitude is **required**; if that is not possible: please reconsider your signing of this agreement.

**D. Phases:** A project, due to it's size, may need to be done in "Phases":

"Preliminary" drawings: (as required by gov. agency, for planning "approval")

"Construction" drawings: 1) for "building permit"; 2) for Engineer to calc. & details.

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- E. Invoicing:** (due to project size and compensation due):
  - Balance is **DUE "Upon Completion & delivery of Drawings"**.
  - 1% "cash" Discount when project is **paid for** on "delivery" (C.O.D.)
  - Upon "Completion" of each "Phase".
  - Upon "Monthly" date selected: \_\_\_\_\_
  - Open Account: net 10 days from month end billing. 1.5% Late Fee/ month when payment is past "date" due.
  - Mastercard     Visa     Discover                      charge cards.  
(note: when using "credit card"; the "cash" C.O.D. discount **does not apply**)  
(the "convenience factor" of the credit card, **is your "discount"**).
  
- F. Design Changes:** Any design direction changes, made by the Client, or at their direction, will be charged to the Client, on a "Time & Materials" basis.
  
- G. Other Aspects:** Other things, such as: Building Permits, Fees, Statements, or Extra Engineering, etc.; are the Client's responsibility, and are not part of this Agreement/Contract.
  
- H. Premature Termination:** If, at the Client's Direction, the work/project is "terminated", (short of this agreement's goals), a "final" Invoice will be presented to cover all costs of the work done before the "termination" was received.
  
- I. Automatic Termination:** If the Client, at any time, directs, or asks, for the "drawings", to "violate" or "not conform" to, the building official's understanding of the Building Code (currently in force), then this Agreement is **immediately Terminated**. All work, prior to the "Termination" will be invoiced, and Payment is **DUE**, & required.
  
- J. Plan Checking:** It is the Client's responsibility, to read, and review the plans, for meeting the design goals for their project. It is not the Designer's job, to "read" the client's mind, nor is it proper to "change our minds", (substantually different from design goals, stated by the agreement), here in. If the design needed; changes, massively, then a different: "Agreement" and "Scope" is then required.
  
- K. Other:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
  
- L. Work to Commence:** The "Project" will be scheduled:
  - Upon signing this "Agreement", (with one copy to the Designer),
  - Upon receiving a "**Retainer**" (33%) of the "estimated" Project Drafting Time Cost, (see Section "B").

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### Standard Contract Provisions

#### **A. Scope of Work:**

This Agreement is between the Client and the Designer, for the performance of Building Design Services.

#### **B. Building Design Services:**

1. Design Phase: After consulting with the Client, and based on the Client's requirements as to budget, size, location, and taste; the Designer shall prepare a basic floor plan(s), for Client approval. After Floor Plan Approval, a Preliminary Elevation shall be developed for Client Approval. If needed for design development, a preliminary site plan maybe required, and again, with Client Approval.
2. Construction Documents Phase: After Design Phase Approval, the Designer will develop working drawings, and basic specifications in those drawings, to include:
  - A. Site Plan
  - B. Elevations and one Typical Cross-section with basic specifications
  - C. Floor Plan(s), and simple Electrical (Lighting) Plan
  - D. Foundation Plan
  - E. Roof Framing Plan (simple & basic)
  - F. Standard Details Sheet, for "prescriptive wall bracing"
  - G. (3) sets of "Beam & Wall" calculations

**For the "Standard of Care"** for the above drawings, see Exhibit "A" a sample set of drawings, and beam & wall calculations

#### 3. Other Services:

Any Engineering, as required by Government Building Dept. or client, are **not included** in this agreement. Any H.V.A.C. , electrical, or "specialty", calculations are not included in this agreement.

Any Site visits, requested by the Client, are on a "Time & Material" basis, no written report, verification, or warrentees are included with any "visit".

#### **C. Time:**

1. The Designer shall perform "services" within a reasonable time, consistant with the requirements of the design. Any delays in "Client Approval" time, adjusts the time schedule.
2. **Contract Term:** Each Project, should be concluded in a 2 to 3 month process, unless governmental approvals, and third party factors extend the project process. All projects over 8 weeks old, will be billed in "progress" payments, hours worked to "a point" in time, monthly basis. **If no activity**, on a project, in **2 months**, then a "**final**" progress invoice, is to be issued, and contract is concluded.

#### **D. Client Responsibilities:**

1. The Client shall provide goals and direction for the Project. If a proposed site needs a land survey, the Client shall contract for those services/documents. If a Soils Report is required, by the Client or Bldg. Dept., the Client shall provide those "reports" from professional consultants.
2. The client shall provide the information and approvals for the project to progress.
3. Any changes in "design direction", are Client's responsibility, and each change **adds** to any cost estimate provided, and will be billed at hourly rate quoted.

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**Standard Contract Provisions (cont.)**

**E. Fees:**

1. Client shall pay the Designer the amounts stated, Time & Materials.
2. Payment Schedule:
  - A. **Non-Refundable** Retainer, one third of first project estimate, to begin work.
  - B. **Balance Due on Completion of Project Drawings**
  - C. If Project Approvals, require a longer time frame, monthly progress invoice/statement will be issued, **payment is due 10 days after invoice date.**
  - D. "Time & Materials" basis, Upon presentation of Invoice.
  - E. **Any other "Payment Plan"**: by written agreement before "Services" or documents are delivered.
3. Premature Termination of the Project, by the Client for any number of reasons, the Designer will total the Time & Materials into an invoice, for the time spent upto that termination and payment is "due" on delivery of that invoice.
4. The Designer will not begin work, or complete work in progress, if the payment schedule is not performed by the Client.
5. Services are limited to the Services described; all other types of services are outside the scope of this agreement; and **NO** other warranties are made.
6. The "Drawings" are to be plans to meet or exceed the Building Code. Elements that do not meet the Building Code, due to Client direction of the Design, maybe "buildable" but required a third party "Professional Engineer", not part of this contract, and not part of any "customer services" in completion of this contract.

**F. Ownership of Plans:**

1. The Drawings, for the Project: plans, specifications, and calculations; are the property of the Designer, and are copyrighted by the Designer. The Client, by "payment", is purchasing the use of those documents, and the license to copy those documents, in the construction of the Project, nothing more. The reuse of Project Drawings, is available, but on a renegotiated contract basis. **One Time Purchase, is not a "multi-project" license.** And if the first project is not "constructed", is not excuse to reuse "drawings" at another location.
2. This Agreement maybe Terminated by either party, with seven day written notice should either party fail to perform according to the terms of this agreement.
3. **Reproductions:** the Designer will provide the final set of "originals", for the making of copies, for the Project. The "electronic" originals, remain the property of the Designer. All "copyrights" are for the purpose of protecting the Designer and his "specialized" skill in the production of work, **NOT THE PURPOSE TO KEEP OTHERS FROM BUILDING SIMILAR PROJECTS. NO "COPYRIGHT" ASSIGNMENT to "protect" a Client's "original ideas" is allowed,** by Copyright law or any other law.
4. **Successors and Assignment:** the Client and the Designer, and their respective successors, legal representatives, and assigners are bound by this agreement. Neither Client or Designer shall transfer or assign their interest in this agreement, without the written consent of the other. The Designer, may, for purposes of meeting the drawing schedule, hire a subcontractor/draftsman, but that work will be under the Designer's direction, drawings are plan checked by the Designer, without the need for the Client's approval or consent.

**Standard Contract Provisions (cont.)**

**G. Unforeseen Conditions:**

1. In the event, the Project has site conditions, foundation and soil conditions that were not known nor shown by research, or known by the Client; the drawings may be required to be revised: by the Client, Bldg. Dept., or Contractor. Those revisions, can be "handled" by this contract, on a "Time & Material" basis, but are **not under any** "customer service warrantee"; **unless** the Designer, sees his own "mistakes", "errors or omissions", in the original set of drawings.
2. **Errors and Omissions:** this agreement **does not include** "Errors and Omissions" Insurance. If the Client wants that coverage, the Client may persue the purchase of it, on their own. No offer of insurance is implied by this agreement.
3. **Liability:** the Designer is responsible to complete "Project drawings", able to receive a building permit, (and the construction of a project). Such "plans", are subject to plan review of the Client/owner, Building Official, and General Contractor, and his Sub-contractors. In offering this "service", no harm are damage is intended, **nor with all the review parties**, should the Client be damaged. If, in the events of doing a project, the perceived "damage" is in the "time" taken to develop the drawings, **it is not "harm" by the Designer to take the time required to produce drawings. If the Client has unreasonable "deadlines", the Designer is not at fault, nor Client damaged by a "time" issue.**  
**Limitation of Liability: The Designer is limited to \$500 or my "fee" whichever is less.**
4. **Litigation:** In the event, either party, institutes action by litigation, to enforce the terms of this agreement, it is then agreed the "damages" are limited to the "actual" loss or the " Designer Fee", which ever is less. If insurance is involved, the "award" is limited to the "proceeds available, in the policy" at the time of the "litigation action".
5. **Jurisdiction:** the Project , and this contract, will be governed by, and constructed per the laws and codes of the State of Oregon, and the rules and regulations of the city/county where the project is to be constructed.
6. **Scope of Agreement:** what is written, will have presidence over any oral agreement or correction/revision.

**Work to Commence:** The "Project" will be scheduled:

Upon signing this "Agreement", (with one copy to the Designer).

Upon receiving a "**Retainer**" (33%) of the "estimated" Project Drafting Time Cost, (see Section "B").

Client: \_\_\_\_\_  
Date: \_\_\_\_\_

Designer: \_\_\_\_\_  
Date: \_\_\_\_\_