

HOT TIN ROOF LLC
DESIGN SERVICES AGREEMENT
TERMS AND CONDITIONS

This agreement, is effective _____, and is entered into by and between:

Hot Tin Roof LLC, 222 CR 323, Adkins, Texas 78101, “Designer”, is in the business of designing custom residential home plans for a fee.

_____, “Builder” desires to have a custom home designed by Hot Tin Roof, LLC.

The parties agree that the fee for Designer’s work is \$1.25 (one dollar twenty five cents) per square foot of heated living space unless agreed upon otherwise.

Alternate pricing to be stated here:

_____. The fee will be paid as follows:

1. A \$500.00 deposit will be required prior to any work being started. This deposit will be included in the price of the drawings and will reflect on the final balance.
2. One-half (50%) of the total fee is due at the time Customer agrees to the preliminary design sketches, which will include a basic floor plan and one or more elevations, and,
3. One half (50%) upon completion of the drawings which includes floor plan, two or more elevations, roofing plan, electrical plans and interior elevations. This final amount will be adjusted to compensate for changes requested by Builder after approval of the preliminary design and may vary from the initial estimate.
4. Designer will provide final drawings via email in electronic PDF format. Any additional printing can be performed as a service by Designer at Customer’s expense.

It is understood and agreed that the drawings and all plans, elevation, sketches, renderings, and specifications associated with Designer’s work (the “Plans”) are, and remain the property of Designer. In consideration of Designer’s fee, Builder shall receive, and acknowledges receipt of, a nonexclusive one-time license to use the Plans to construct a residential building. The Designer retains the sole and exclusive right to publish, sell copies of or to create derivative works of the plans. Reproduction of the plans without the Designer’s prior written consent is strictly prohibited and a violation of U.S. Copyright law. Preliminary design sketches are provided solely for evaluation, and no person or other legal entity is authorized to reproduce, construct any structure or further develop for construction, any preliminary design sketches of Designer.

Compliance with all applicable local laws, codes, conventions, land use, environmental and property restrictions is the responsibility of the Builder, and Designer accepts no liability for violations thereof.

By accepting and using the Plans, Builder acknowledges his diligent review thereof, and assumes all responsibility of verifying dimensions, structural adequacy and integrity, suitability and preparation of construction site, construction, and compliance with all applicable codes and laws.

If any part of the Plans are reasonably determined to be in error, Designer shall perform or re-perform at its sole cost and expense, such corrective work of the type originally performed by Designer as may be necessary to correct any such defect brought to Designer's attention by Builder within 90 days after purchase of a license to use the Plans. Designer's sole liability for any error, breach of warranty express or implied, or standard of performance, shall be limited to re-performance of Designer's services found to be in error due to Designer's sole negligence or breach of its undertakings or warranty.

Under no circumstance shall Designer be liable to Builder for special or consequential damages for lost revenues or profits, cost of capital, lost production or products, or liability to third parties for failure to deliver products, loss of opportunity for business, or punitive or exemplary damages.

Designer's total liability shall in no event exceed an amount equal to the total consideration paid to Designer for the Plans whether or not such liability is occasioned by or the result in whole or in part of the negligence or fault, sole, concurrent, joint, active, or passive of Designer, strict liability, statutory duty or contractual indemnity.

Builder shall defend, indemnify and hold Designer harmless from any loss or liability (including legal fees and expenses) arising from any claim or cause of action related to the Plans for any and all costs and expenses of Designer, even if such amounts exceed Designer's limit of liability as set forth above.

Hot Tin Roof, LLC

Builder

Signed _____

Signed _____

Name _____

Name _____

Date _____

Date _____