

ARCHITECTURAL SERVICES AGREEMENT

Project Location: _____

Client Name: _____

Parties:

This Architectural Services Agreement (the “Agreement”) is entered into between the Client and the Architect as defined below.

Client Information:

Name: _____

Address: _____

Phone/Email: _____

Architect Information:

Name: _____

License Number: _____

Address: _____

Phone/Email: _____

1. Scope of Services

Architect shall provide professional architectural services for the Project as described in the attached Scope of Work, including schematic design, design development, construction documents, bidding, and construction administration.

2. Client Responsibilities

Client shall provide full information regarding requirements for the Project, including budget, schedule, and site conditions, and shall promptly review submissions and provide timely decisions.

3. Compensation

Client shall pay Architect for services rendered in accordance with the Fee Schedule attached hereto. Payments shall be made within 30 days of invoice receipt.

4. Schedule

Architect shall perform services in a timely manner according to the Project Schedule mutually agreed upon by the parties, subject to adjustments for unforeseen conditions or Client delays.

5. Changes in the Work

Any changes to the Scope of Work or services shall be documented in writing and may result in adjustments to compensation and schedule.

6. Permits and Approvals

Architect shall assist Client in preparing documents required for governmental approvals and permits but Client shall be responsible for obtaining such approvals.

7. Ownership of Documents

All drawings, specifications, and other documents prepared by Architect are instruments of service. Architect retains the copyright and grants Client a license for use on the Project only.

8. Confidentiality

Architect shall maintain confidentiality of Client's proprietary information and shall not disclose such information without prior written consent, except as required by law.

9. Indemnification

Each party shall indemnify and hold harmless the other from claims, damages, liabilities, and expenses arising out of their negligence or willful misconduct in connection with this Agreement.

10. Limitation of Liability

Architect's liability for any claims arising out of this Agreement shall not exceed the total compensation received for the services under this Agreement.

11. Termination

This Agreement may be terminated by either party upon written notice if the other party materially breaches any provision and fails to cure within 14 days. Upon termination, Architect shall be paid for services rendered to termination date.

12. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of _____, without regard to its conflict-of-law principles.

13. Dispute Resolution

Any disputes arising under this Agreement shall be resolved initially through mediation, and if unsuccessful, by binding arbitration in accordance with the rules of the American Arbitration Association.

14. Entire Agreement

This Agreement, including all attachments and exhibits, constitutes the entire agreement between the parties and supersedes all prior negotiations and understandings.

15. Amendments

Any amendments or modifications to this Agreement must be in writing and signed by both parties.

16. Severability

If any provision of this Agreement is held invalid or unenforceable, the remainder shall remain in full force and effect.

17. Force Majeure

Neither party shall be liable for delays or failure to perform due to causes beyond their reasonable control, including acts of God, war, or governmental actions.

18. Insurance

Architect shall maintain professional liability insurance and general liability insurance in amounts customary for the profession and provide certificates upon request.

19. Independent Contractor

Architect is an independent contractor and not an employee of Client. Architect shall be responsible for all taxes and benefits applicable to its employees.

20. Signatures

The parties have executed this Agreement as of the date written above and agree to be bound by its terms and conditions.

CLIENT SIGNATURE

ARCHITECT SIGNATURE

Signature: _____

Signature: _____

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