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| Architect Agreement Template |

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| **Created by:**  [Owner.FirstName][Owner.LastName][Owner.Company] |

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| **Prepared for:**  [Architect.FirstName] [Architect.LastName]  [Architect.Company] |

This architect agreement, entered into between [Owner.FirstName] [Owner.LastName] (Owner) and [Architect.FirstName] [Architect.LastName] (Architect), shall commence as of Jun 1, 2022​ pursuant to the following terms and conditions:

The owner of the property located at [Property.Adress] has expressed an interest in the services of the Architect to remodel, restructure, and redesign the above location.

The owner will accept full financial responsibility for restructure of this property and has secured financing to fund said restructure.

The architect holds the experience and licenses necessary to fulfill the owner's needs as well as all agreement terms set forth.

Both parties are seeking to fulfill this agreement of their own free will.

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Under no circumstances shall any portion of this agreement be fulfilled by a third party without the prior consent of all participating parties.

The Architect shall perform or oversee the performance of any and all architecture as well as any related tasks. Responsibilities shall include, but not be limited to any and all design, drafting, reviewing, programming, administrative tasks, and any additional tasks necessary for the completion of the design of this location as well as the construction contract for above location. Any and all services rendered during the term of this architect agreement by the Architect shall conform to all state standards and regulations. The Architect will submit any plans required to the state office for inspection as well as provide assistance in any state inspections during the term of this agreement.

The Architect shall provide all administrative services as follows until the initial closing of the mortgage for property listed. Upon the closing of the property, all administrative services will cease. However, the Architect shall advise owner until the final payment has been delivered to both the Architect and any contractors involved.

1. The Architect will visit the property on a weekly basis to monitor and evaluate the progress of the work completed as well as ensure all completed work falls within the contract guidelines. The architect will deliver a weekly report to the owner on any and all findings of said visits. During the visits to the property, the architect will search for any contract breaches and notify the owner of the occurrence of any violations.
2. The Architect is solely responsible for the interpretation of any and all construction documents. In the instance of a disagreement between the Architect and Constructor the architect will hold the final interpretation of the documentation and will supersede any and all interpretations of the construction contractor.
3. The Architect will be responsible for the review of any applications and certificates of payment from Constructor to Owner. This includes, but is not limited to any requests for changes, forwarding of funds, or finalized funds from the Constructor to the Owner.
4. The architect shall review all samples and swatches provided to the owner prior to the owners viewing of said items. If instances occurs where changes are requested by the owner for above mentioned items then the Architect shall be responsible for implementing the changes needed.
5. The architect will be responsible for any and all certificates of payment and upon receipt of such certificates shall have no more than 7 days to deliver certificates to owner. Failure to do so may result in project hold and schedule lapse.

The Architect is in full understanding and will comply with any state regulations with regard to the design and structure of the property listed in this architect agreement.

The Architect will complete any and all requirements within the time frame of this agreement within the states standards and regulations.

The Architect will provide the following deliverables to the client during the length of this architect agreement:

Owner will be responsible for the following as the Architect will not be licensed to provide the deliverables needed in said fields:

Site Engineering

Mechanical engineering

Electrical engineering

Landscape design

Payment owed to the Architect for any design services shall be due upon the sale of the property. Invoices sent during the design period shall be reviewed and will be resolved due no later than the closure of the property's sale. The total costs for the project are estimated in the table below, but are subject to change due to unforeseeable circumstances, such as change orders or changes in requirements or scope.

The Owner and Architect agree to hold a meeting to determine schedule goals and needs on *(Initial.MeetingDate).*

The architect will, to the best of their ability, adhere to all schedules set forth unless previous written notification has been provided to the Owner.

The architect agrees to keep in contact with the owner with regard to budget, timelines and any budget issues that may arise.

The architect shall submit Andy and all color swatches or samples for approval concerning the agreed apron schedule and budgeting guidelines.

The architect shall provide notice of any inspections or state regulations that may delay or disrupt the schedule as mentioned above in any way.

Both parties shall, for the duration of this architect agreement maintain adequate insurance as required by state regulations. Parties upon request shall provide proof of all relevant insurance policies.

Upon entering into this architect agreement, the architect shall provide the owner with any and all documentation needed for approval either by the owner or by the state.

It is the architect's sole responsibility to go over said documents with the general construction contractor to ensure all plans fit within the budget guidelines set forth.

If any revisions to the documents provided are needed, the Architect will be responsible for implementing said changes as well as providing the owner with the updated documents.

Any documents requiring government approval shall be submitted by the owner with the assistance of the Architect.

Upon completion of this architect agreement the architect shall produce five copies of all necessary documentation to be filed as follows:

* Two signed sets delivered to the state and any financial lenders involved.
* One Set of signed documents provided to the owner for their records
* One Set shall be provided to the general contractor
* One Set shall remain with the architect for their records.

The Architect and any agents related shall conduct an observation and review of all deliverables no later than the 12th month following the conclusion of this architect agreement. The Architect will upon such observation conduct checks for any defects, recalls, and deficiencies of all deliverables. The Architect will notify the Owner of such findings.

By signing below, both parties acknowledge their receipt and acceptance of this architect agreement.

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| [Owner.Company] | [Architect.Company] |
| [Owner.FirstName] [Owner.LastName] | [Architect.FirstName] [Architect.LastName] |