



DESIGN SERVICES AGREEMENT TERMS AND CONDITIONS

- DESIGN.** Harlow Home Design, (“I, We, Us, Our”) shall create a residential design (“the Plans”) pursuant to the details and specifications set forth on the Design Services Agreement Specifications document. Note I am not a licensed architect or engineer.
- ZONING AND CONSTRUCTION.** The Plans shall be in compliance with generally accepted zoning principles which may or may not be the same as the zoning laws and regulations in the locale where You will construct the plans. I / We do not warrant and have not drafted the Plans to comply with Your local zoning laws and regulations. You hereby assume full responsibility to insure that the plans are in compliance with Your local zoning laws and regulations and You assume full risk for noncompliance. You hereby indemnify and hold Us, Our principals, employees and agents, harmless from any claim, loss or liability resulting from the failure of the Plans to comply with local zoning laws or regulations or for any other breach of this Agreement attributable in whole or in part to You or Your builder. I/We may make suggestions on location for construction or on choice of builder, but these are recommendations only. You assume full responsibility to determine location and choice of builder and indemnify Us, Our principals, employees, and agents, against liability arising from the same. You are hereby advised to consult with an architect or engineer prior to construction of the Plans and You indemnify Us for any liability resulting from Your failure to consult with an architect or engineer. Note professional engineering services are available from Harlow Home Design for the states of Maine, New Hampshire, Rhode Island and Connecticut at a minimal cost.
- PAYMENT.** The fees and costs set forth on Design Services Agreement Specifications document are good faith estimates only and are subject to change. My services are billed bi-weekly on an hourly basis at my then current rates which are subject to change without notice. You shall remit to Me a non-refundable deposit prior to commencement of the work. Full payment is required prior to delivery of the final Plans to You or Your agent. I may in my sole discretion, waive the requirement of full payment prior to delivery of the Plans. Invoices are due upon receipt. You are responsible for all taxes, duties or levies imposed on the Plans or services provided. All purchases are final and non-refundable.
- TERMINATION.** Either party may terminate this Agreement upon providing the other party five (5) days written notice of its intent to terminate. You are liable for all fees and costs incurred through the date of termination. If this Agreement is terminated by You prior to Our completion of the Plans, You shall not receive the Plans or any work papers. If this Agreement is terminated by Us prior to completion of the Plans, You, after full payment of fees and costs incurred to date, shall receive only the Plans completed to date with a limited license to complete the Plans and construction of one dwelling.
- INJUNCTION.** In the event that You breach, threaten breach of, or we reasonably believe You will breach, any provision of this Agreement, You acknowledge and agree that I/We may seek injunctive relief without the necessity to post bond, or if a bond is required, You hereby consent to a bond in the lowest amount permitted by law. You hereby waive any defense to such injunctive relief.
- WARRANTY AND LIMITATIONS OF LIABILITY.** YOU ARE PURCHASING PLANS AND DESIGN SERVICES ON AN “AS IS” BASIS WITHOUT WARRANTY OF ANY KIND. WE HEREBY DISCLAIM ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT AND COMPLIANCE WITH LOCAL BUILDING OR ZONING CODES. IN NO EVENT SHALL WE BE LIABLE TO YOU, YOUR BUILDER OR ANY THIRD PARTY FOR ANY DIRECT OR INDIRECT LOSS OR DAMAGES, INCLUDING BUT NOT LIMITED TO CONSEQUENTIAL, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN THE EVENT THAT WE ARE FOUND LIABLE, OUR TOTAL LIABILITY TO YOU OR ANY THIRD PARTY WILL BE LIMITED TO THE AMOUNT PAID TO US UNDER THIS AGREEMENT. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.
- MISCELLANEOUS.** This Agreement and Your obligations hereunder shall be binding on Your representatives, successors and permitted assigns and shall insure to the benefit of Our representatives, successors and assigns. If any provisions of this Agreement shall be held to be void, invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable, or if by limiting such void, invalid or enforceable provision, it would become valid and enforceable, then such provisions shall be construed and enforced as so limited. The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party’s right to subsequently enforce any provision of the Agreement. We shall not be liable or deemed to be in default for any delay or failure in performance under this Agreement resulting, directly or indirectly, from acts of God, civil or military authority, acts of the public enemy, war, riots, terrorism, civil disturbances, insurrections, accidents, fire, explosions, earthquakes, floods, the elements, strikes, labor disputes, breakdown of equipment, or any causes beyond Our reasonable control. This Agreement shall be governed by the substantive and procedural laws of the State of Maine, and any conflict of law principles which might make this choice of law ineffective shall not apply. The parties hereby irrevocably submit to (i) the exclusive personal jurisdiction and venue of the courts of Oxford County, Maine and (ii) to a waiver of defense of an inconvenient forum. This Agreement, its exhibits and the Design Services Agreement Specifications are incorporated herein by this reference and contain the complete, final and entire agreement between the parties and supersedes any and all other discussion, representations, agreements or statements, whether oral or written, relating to the subject matter of this Agreement. In the event of a conflict between the provisions of this Agreement and the Design Services Specifications document, the Design Services Specifications document shall control. You shall be liable for all fees and costs, including reasonable attorneys’ fees, incurred by Us in enforcing any provision of this Agreement, whether or not through court action.