



DAVIS DESIGN INC.

340 SHARON AVE. SOUTHWEST

CALGARY ALBERTA T3C 2G7

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DESIGN SERVICES

AGREEMENT

THIS AGREEMENT made the 22 day of August, 2006.

Between:

Jane & John Doe
("Client")

-and-

Davis Design Inc.
"DDI"

For the following Project:

New Residence @ Some Road, S.W.
("Project")

RESPONSIBILITIES

The Client and DDI agree as set forth in the following terms and conditions that:

DDI will complete the following tasks hereinafter called the "Scope of Work".

DDI will produce the following instruments of service hereinafter called the "Documentation".

The Client shall pay fees and reimbursable expenses, hereinafter called the "Project Fee".

-PHASE ONE - SCHEMATIC DESIGN-

Scope of Work

- Municipal bylaw and analysis
- Preparation of Schematic Design Drawing Set

Documentation

- Schematic Site plan, interior plans, elevations, and wall sections

-PHASE TWO - DEVELOPMENT DESIGN-

Scope of work

- Adjustment and refinement of schematic design
- Material and finishes design
- Preparation of Design Development Drawing Set
- Submission for development permit

Documentation

- Site plan, floor plans, sections, and exterior elevations
- Exterior and interior material palette

-PHASE THREE - CONTRACT DRAWINGS-

Scope of work

- Adjustment and refinement of development design
- Design of millwork and interior details
- Design of construction details
- Specification of fixtures and systems
- Consultation with structural engineer and other sub-consultants (if necessary)
- Obtain Development & Building permits from City of Calgary

Documentation

- Working drawing set including site plan, floor plans, exterior elevations (where necessary), construction details
- Schedules for hardware, windows, doors, fixtures, and systems
- Approved Development permit and Building permit

Project Fees

- **total fees will be \$_ (based on \$_ budget)**
- 5% deposit equalling \$_ is required before commencement of work
- 25% equalling \$_ is required at the completion of phase 1
- 30% equalling \$_ is required at the completion of phase 2
- 40% equalling \$_ is required at the completion of phase 3
- G.S.T. is not included

TERMS AND CONDITIONS

Disbursements

The Client agrees to reimburse DDI for all disbursements associated with this Project. These include, but are not limited to sub-consultant fees, long distance telephone calls, travel beyond city limits, permit application fees, and drawing reproduction costs. DDI agrees to obtain written permission from the Client prior to incurring the costs for all disbursements beyond structural engineering consultation and drawing reproduction costs. Disbursements for a particular phase are due and payable at the completion of that phase. The rate schedule for disbursements is as follows:

Blue Print Copies	\$1.25 per copy
Fax	\$1.00 per page received
Photocopy	\$0.25 per page
In House expenses	cost + 15%
Sub Consultants	cost + 15%
Permits	cost

Required Information

The Client shall furnish at his or her own expense any information, surveys, reports that may be required for the completion of the Project, the accuracy and completeness of which DDI shall be entitled to rely upon. This information includes but is not limited to certified land surveys, real property reports, building inspection reports, soil tests, and environmental surveys.

Copyright, Authorship, and Use of Documents

Drawings, physical models, computer models, graphic representations and specifications as instruments of service are and shall remain the property of DDI whether the Project for which they were made is executed or not. The Client shall be permitted to retain copies, including electronic and reproducible copies in connection with the Client's building use and occupancy of the Project. These copies can be used for additions or alterations to the Project by the client.

DDI retains the right to publish any and all documentation produced during the Project including photographs of the completed Project. The client shall be consulted before any publishing can occur.

DDI shall be entitled at their expense to erect a sign identifying DDI on the Project site during construction and until substantial completion of the Project.

Payment of Fees

The fees for the Project shall be paid as outlined under Project fees.

The Client agrees that all outstanding fees and disbursements be paid prior to the release of any documentation. Any outstanding balance over thirty days is subject to a monthly interest charge of 1 1/2%.

Arbitration

Any matter in dispute between the Client and DDI that arises out of this agreement, if not settled or agreed between them, is to be determined by arbitration, the same shall be decided by a single arbitrator to the provisions of "The Arbitration Act" of the Province of Alberta and amendments thereto. The award of the arbitrator shall be final and binding upon both parties.

Governing Law

The Law of Alberta, Canada shall apply to the interpretation and enforcement of this agreement.

Suspension or Termination

If the Project is terminated or if the Project is suspended or abandoned in whole or in part for more than a total of 60 days whether consecutive or not, DDI shall be compensated within 30 days of the date that an invoice is rendered for all services performed to that date together with reimbursable expenses. If the Project is resumed after being suspended or abandoned in whole or in part for more than a total of 60 days whether consecutive or not, the fee shall be equitably adjusted.

Unless otherwise stated in this agreement, DDI's services terminate one year after certification of substantial performance. Any other termination of this agreement must be made in writing. DDI's liability is limited to the correction of the drawings only. This agreement may be terminated by either party upon seven days' written notice should the other party fail substantially to perform in accordance with its terms through no fault of the party initiating the termination. This agreement may be terminated by the Client upon at least seven days written notice to DDI in the event that the Project is permanently abandoned. Termination of this agreement must be in writing.

Notices

Notices are to be delivered to the parties as follows:
Client: Some Road S.W., Calgary AB.
DDI: 340 Sharon Ave. S.W., Calgary AB., T3C 2G7

AGREED,

X-----
Client
Date:

X-----
DDI
Date: