



RYKER DESIGN
.COM

PROJECT INFORMATION:

Client Name: _____

Client Address: _____

Phone: _____

E mail: _____

Project Address:

Lot _____ **Tract** _____

APN #: _____

Project Description:

Fee Information:

The design phase is billed hourly. The working drawing phase is priced by square footage

Design/Service fees: \$120.00 per hour

Design Time: The process of arriving at a final aesthetic and configurative layout.

The beginning of the process is billed hourly, this is because the amount of work and time involved is not predictable and standardized for every project. Obviously, a client can save money by committing early to a design and keeping changes to a minimum throughout the process.

Adjunct services: Travel time, field time, faxes, e-mails, meetings, and consultations with engineers or any other third party project consultants.

Square footage fees: This is the fee paid for the preparation and completion of the working drawings AFTER the design has been decided. Hourly fees do not apply at this stage.* The square footage price typically ranges from \$1.75 to \$3.00. Fees can exceed \$3.00 per sq. ft. for plans of exceptional size and complexity.

***With one exception: Design changes at ANY stage are always billed hourly.**

Please Note: Engineering and permit fees are NOT included in the above prices.

Payment Schedule - Design Phase

A standard \$1800.00 up-front retainer is required to commence the design phase.

Progress payments shall be paid in 15 hour advance increments.

Remaining amounts (if any) will be applied to the working drawing phase.

Working Drawing Phase:

1/3 of the total footage price will be required at the beginning of the working drawing phase.

1/3 of the total footage price will be required when plans are ready to submit to the engineer.

At the end of the project, the remaining 1/3, plus materials and plots will be required on delivery of the completed project.

(It is customary at Ryker Design for engineer's fees to be paid directly by the client to the engineer when plans are submitted for engineering.)

Ryker Design will not be responsible for deadlines based on banks, loan approvals, architectural committees, price increases of property, materials, builders, interest rates, etc.

The above prices, specifications, and conditions have been read, and understood, and are hereby accepted. Ryker Design is authorized to begin work and payment will be made as outlined above.

SIGNATURE _____ DATE _____

SIGNATURE _____ DATE _____

Required Documents

Ryker Design assumes no liability or risk for the inaccuracy of the following documents or other information supplied in furthering the project including documents supplied by other parties. Ryker Design assumes no liability or risk for the failure of the client to supply the following documents:

- Legal description of site**
- Correct survey of lot, site and subdivision**
- Subdivision covenants or agreements**
- Building restrictions in deed**
- Plans and information on existing structures**
- Present zoning requirements**
- Utility information and easements**
- Topographical data including datum elevation**
- Local structural height limitations**
- C.C&R's (Codes, Covenants and Restrictions)**

Client warrants that no adverse conditions exist at the site of proposed construction, such as expansive soil, or soil having a sub-standard load bearing capacity, or deemed unsuitable for any other reason.

Client Initials _____

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VERY IMPORTANT

LIMITED LIABILITY CLAUSE

In considering the outcome of a successful design project, it is actually an owner who receives the long term financial benefit of a successful project, whereas the designer receives a one-time fee which is often disproportionately small in relation to the risk assumed.

Because of this discrepancy, **Ryker Design negotiates a limited liability contract with each client. The amount stated below is the amount of liability negotiated verbally and mutually agreed upon as satisfactory. Client fully understands and agrees that the amount was fully negotiable before signing this contract.**

PLEASE READ CAREFULLY

BY SIGNING BELOW, YOU AGREE THAT YOU HAVE READ, UNDERSTAND AND AGREE THAT YOUR RECOVERY FOR ANY DAMAGES IS LIMITED.

YOU AGREE THAT RYKER DESIGN AND IT'S AGENTS ETC. CAN BE HELD LIABLE IN LIMITED MANNER ONLY, AS SPECIFICALLY SET FORTH BELOW FOR:

ANY AND ALL CLAIMS, LOSSES, EXPENSES, INJURIES OR DAMAGES ARISING OUT OF OR IN ANY WAY RELATED TO THIS PROJECT OR THIS AGREEMENT BY REASON OF ANY ACT, ERROR OR OMISSION, INCLUDING BREACH OF CONTRACT OR NEGLIGENCE NOT AMOUNTING TO A WILLFUL OR INTENTIONAL WRONG.

LIMITATION OF RYKER DESIGN LIABILITY;

CLIENT HEREBY AGREES THAT, TO THE FULLEST EXTENT PERMITTED BY LAW, RYKER DESIGNS' TOTAL LIABILITY TO CLIENT FOR ANY AND ALL INJURIES, CLAIMS, LOSSES, EXPENSES OR DAMAGES WHATSOEVER ARISING OUT OF OR IN ANY WAY RELATED TO THE PROJECT OR THIS AGREEMENT FROM ANY CAUSE OR CAUSES INCLUDING BUT NOT LIMITED TO RYKER DESIGN NEGLIGENCE, ERRORS, OMISSIONS, STRICT LIABILITY, BREACH OF CONTRACT OR BREACH OF WARRANTY SHALL NOT EXCEED THE TOTAL AMOUNT OF:

\$ _____ Client initials

Client further agrees that any and all disputes, claims and counter claims, shall thus be decided by a neutral third party of arbitration and by no other means, in accordance with the Construction Industry Mediation rules of the American Arbitration Association. Client agrees to be bound by the final decision of any assigned arbitrator.

Should any provision of this entire contract be deemed unlawful, this agreement shall be construed as not containing such a provision and all other lawful provisions shall remain in full force and are considered valid.

In addition, by my/our signature below, I/we declare that I/we are the sole parties/owners with a vested financial/ownership title interest in the design project and no other financially vested parties exist. (If more than two, please list, and sign below).

Name(printed) _____

Signature _____

Date _____

Name(printed) _____

Signature _____

Date _____

COPYRIGHT AGREEMENT

In accordance with Federal and State Statutes, all completed plans and designs are considered the creative copyright of Ryker Design unless specifically signed over in a separate agreement for commercial purposes such as model homes, and large volume builders, etc. This means that the design and floor plan are the intellectual property of Ryker Design. They are intended for one time use. Any copying for re-use shall be considered copyright infringement, unless material compensation has been paid, and the appropriate releases signed.

Ryker Design is considered the author of the plans, and as such shall retain all rights to use, at our discretion, any photographs, renderings, visualizations, videotaped representations, or any other materials for promotional use.

Initials _____

BY MY SIGNATURE BELOW, I AGREE TO ABIDE BY THE FOLLOWING COPYRIGHT POLICY:

I agree to refrain from introducing any copyrighted material into the design process, whether it is derived from a builders' model home, magazine plans, sales brochures or promotional materials produced by builders or developers, or any material with a copyright.

I agree that any pictures provided are NOT from model homes of any locally competing builders. While individual features are not typically considered creative property, it is a professional courtesy that Ryker Design extends to those in the local home building profession to refrain from emulating exact features displayed among competing builders in our local area.

If, at any time during the design and preparation of working drawings, it is determined, that the design is significantly similar to that of a copyrighted plan, the client agrees to pay the hourly rate to change the plan, or all work will cease, and no refund be given. Any work up to that point will be destroyed and none of the copyrighted materials will be returned.

I understand that these policies are in keeping with current copyright law and are for the protection of all parties involved, both the designer and the client.

Signature _____ Date _____

Signature _____ Date _____