

TERMS AND CONDITIONS OF DESIGN SERVICES

Archmill House Inc. ("AHI") | For Projects Across the United States

1. Scope & Coordination: AHI acts as the Prime Consultant. AHI may engage licensed sub-consultants (Architects/Engineers) to prepare stamped drawings. Client acknowledges that while AHI manages the process, the specific licensed professional issuing the stamp retains primary technical liability for the accuracy of their calculations and code compliance. AHI liability is limited to design coordination, document integration, and administrative oversight. AHI does not warrant that third-party vendors will meet local jurisdictional nuances without prior Client review.

2. Licensing & Local Registration: Fees include standard architectural/engineering review and stamping by AHI's network. If the Project Location requires a locally registered professional (e.g., specific state registration beyond national licensure), Client agrees to pay any additional fees incurred to secure such local approval. AHI makes reasonable efforts to source qualified professionals but does not guarantee availability in all jurisdictions.

3. Price and Payment Terms: The price as specified in the Proposal and the amount must be paid in advance of any work being performed.

4. Changes & Re-Stamping: All changes to scope, schedule, or fee require a written Change Order signed by both parties. Unauthorized changes billed at \$100/hour. If changes occur after a stamp is applied, re-stamping fees charged by sub-consultants and any delay penalties are passed through to Client.

5. Intellectual Property(IP): All designs, drawings, and data remain AHI's property until full payment is received. Upon payment, Client receives a limited, non-exclusive license to use deliverables solely for this specific Project at this specific site. **Resale, reuse, modification, or adaptation for other projects is strictly prohibited without separate licensing and payment.** Source files (CAD/RVT) remain AHI property unless explicitly sold.

6. Limitation of Liability & Indemnification: AHI's total aggregate liability (including sub-consultants) shall not exceed the total fees paid under this Proposal. Client indemnifies AHI against claims arising from Contractor errors, site condition discrepancies, or unauthorized modifications to the design, or failure to obtain permits. AHI disclaims liability for consequential damages or permit denials caused by jurisdictional variances not covered by standard code review.

7. Force Majeure: Neither party shall be liable for delays or failures in performance resulting from acts beyond reasonable control, including but not limited to: war, terrorism, pandemics, government shutdowns, extreme weather, supply chain disruptions, utility failures, or acts of God. In such events, timelines shall be extended day-for-day, and AHI reserves the right to suspend work without penalty.

8. Insurance & Independent Status: Client acknowledges AHI maintains Professional Liability (E&O) and General Liability Insurance. Sub-consultants maintain their own insurance naming AHI as "Additional Insureds". AHI is an Independent Contractor, nothing herein creates employment, partnership, or joint venture.

9. Confidentiality & IP Verification: Both parties agree to keep project details confidential. AHI retains the right to investigate and request verification of how deliverables are used to ensure compliance with the license granted in Section 5. Client shall provide accurate site data; AHI is not liable for errors derived from incorrect Client-provided information.

10. Termination & Survival: Either party may terminate for material breach with 10 days' written notice (uncured). Upon termination, Client pays for work completed through the termination date as well as non-refundable vendor deposits paid to sub-consultants. Sections 4,5,6,7,8,9,11 and 12 shall survive termination.

11. Governing Law & Dispute Resolution: This Agreement is governed by the laws of the State where the Project is located. Disputes require good-faith mediation first. If unresolved within 30 days, disputes settle via binding arbitration in the State where the Project is located under AAA rules. Prevailing party gets legal fees.

12. Multi-State Compliance: To the extent required by applicable state law, any provisions inconsistent with mandatory statutes of the Project Location State shall be automatically modified to comply, and such modifications shall apply on to that specific transaction.

13. Entire Agreement: This Agreement constitutes the entire understanding between the parties and supersedes all prior discussions, emails, or agreements. All notices must be in writing and sent to the addresses listed in the Proposal.

STATE-SPECIFIC ADDENDUM

Applicable ONLY if the Project is located in the corresponding state.

- *If Project Location is **CALIFORNIA**: This agreement waives the right to a jury trial. The prevailing party in any enforcement action shall be entitled to reasonable attorney fees and costs (Per Cal. Civ. Code § 1670.5).*
- *If Project Location is **NEW YORK**: Warranties are exclusive and in lieu of all others (express or implied). AHI disclaims liability for consequential damages. Per NY Gen. Bus. Law, prompt payment provisions apply.*
- *If Project Location is **TEXAS**: This Agreement complies with the Texas Prompt Pay Act. Interest on late payments shall be charged at the maximum rate allowable by Texas law.*
- *If Project Location is **FLORIDA**: No mechanics lien rights exist for design-only services unless construction is performed. Client acknowledges AHI holds no lien rights unless explicitly agreed otherwise in a separate contract.*
- *If Projection Location is **MASSACHUSETTS**: This Agreement is subject to M.G.L. c. 93A (Consumer Protection). Unfair or deceptive practices are subject to treble damages.*
- *If the Project Location is **NOT listed** above: No specific addendum required. General Provisions (Sections 1-11) apply in full force.*