

TERMS AND CONDITIONS FOR PERMITTING

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

1. Agency Authority & Representation

- **Appointment:** Upon execution of this Proposal and receipt of a valid Power of Attorney (POA), AHI is authorized to act on the Client's behalf regarding all permitting matters listed herein.
- **Submission & Signatures:** AHI may sign application forms, review comments, and correspondence required by the authority having jurisdiction on behalf of the Client, as expressly permitted by the POA.
- **Communication:** AHI serves as the sole liaison between the Client and the authority having jurisdiction, handling all technical inquiries, scheduling meetings, and negotiating clarifications.

2. Document Preparation & Coordination

- **Pre-Submission Audit:** Review of existing design documents to ensure compliance with authority having jurisdiction submissions requirements.
- **Filing:** Electronic or in-person submissions of the complete package, payment of municipal fees (on behalf of Client), and tracking of application status.
- **Correction Management:** Two (2) rounds of responses to Plan Review Comments (Correction Sheets). AHI will coordinate necessary updates and re-submission under the authority of the POA.

3. Permit Issuance

- **Final Delivery:** Tracking of final approval and delivery of the "Issued for Construction" permit set to the Client.
- **Expiration Monitoring:** Notification of permit expiration dates and assistance with extensions (subject to separate fees)

4. Power of Attorney (POA)

This proposal and the subsequent engagement are conditional upon the Client providing a valid, notarized Power of Attorney.

- **Required Authority:** The POA must explicitly grant AHI the authority to:
 - Submit, sign, and execute permit applications and related forms.
 - Pay permit fees to the municipality (if reimbursed or pre-paid).
 - Respond to plan review comments and request clarifications.
 - Receive permits and official notices on behalf of the Client.
- **Scoop Limitation:** AHI's agency authority is strictly limited to the Project location and the specific services in this Proposal. It does not grant authority over construction management, financial assets beyond permit fees, or unrelated legal matters.
- **Revocation:** The Client may revoke this POA at any time via written notice. Upon revocation, AHI will cease acting as agent immediately, and the project may be delayed.

5. Agency Relationship: AHI acts strictly as an agent for the Client. The Client (Principal) retains ultimate liability and ownership of the project. AHI is not liable for the actions of the Municipality or errors in the underlying design provided by others.

6. POA Validity: AHI relies on the Client's representation that the POA is valid and enforceable. If the authority having jurisdiction rejects the POA, AHI is not liable for delays caused by the need to obtain a new one.

7. Indemnification & Limitation of Liability: Client agrees to indemnify AHI against claims arising from the Client's revocation of the POA mid-process, or if the POA is found to be invalid by a court of law. AHI's total aggregate liability (including sub-consultants) shall not exceed the total fees paid under this Proposal

8. Termination: Either party may terminate for material breach with 10 days' notice. Upon termination, Client pays for work completed plus any non-refundable fees already paid to the municipality.

9. 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.

10. 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.

11. Termination & Survival: Either party may terminate for material breach with 10 days' written notice (uncured). Upon termination, Client pays for work completed plus any non-refundable fees already paid to the municipality. Sections 4,5,6,7,8,9,11 and 12 shall survive termination.

12. 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.

13. 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.

14. 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 Project 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 1-14) apply in full force.*