



Owner or Client:

(Name and address)

By: _____

(Signature)

Name: _____

Title: _____

(Printed name and title)

Project:

(Description of Project, location, address and scope.)

ARTICLE 1 COMPENSATION

The Owner or Client shall compensate JAH Architects, LLC as follows:

- 1.1 AN INITIAL PAYMENT of One hundred ninety Dollars (\$190.00) shall be made at the time of initial consultation and credited to the Owner's account. The initial payment is not refundable.
- 1.2 BASIC COMPENSATION
 - 1.2.1 Compensation for Architectural services shall be computed as follows:
Hourly rate for Architectural services: \$105/hour.
- 1.3 COMPENSATION FOR ADDITIONAL SERVICES
 - 1.3.1 FOR ADDITIONAL SERVICES OF JAH ARCHITECTS, such as short notice site visits, but excluding services of consultants, compensation shall be computed as follows:
Hourly at Direct Personnel Expense times a multiplier of 3.0 of personnel performing work on the Project. Direct Personnel Expense is defined as the direct salaries of JAH Architects' personnel engaged on the Project.
 - 1.3.2 FOR ADDITIONAL ARCHITECTURAL SERVICES requested of JAH Architects after eighteen (18) months of the date of this form compensation shall be as provided above in paragraph 1.3.1.
 - 1.3.3 FOR ADDITIONAL SERVICES OF CONSULTANTS, including additional structural, civil, mechanical and electrical engineering services, compensation shall be a multiple of one and one tenth (1.1) times the amounts billed to JAH Architects for such services.
 - 1.3.4 FOR DOCUMENT CERTIFICATION, compensation shall include a fee specifically for professional certification of project documents.
- 1.4 COMPENSATION FOR REIMBURSABLE EXPENSES
 - 1.4.1 Reimbursable Expenses are in addition to compensation for Architectural and Additional Services and include expenses incurred by JAH Architects, employees, or consultants in the interest of the Project, as identified below:



- 1.4.1.1 Expense of transportation in connection with authorized out-of- town travel; long-distance communications; and fees paid for securing approval of authorities having jurisdiction over the Project.
- 1.4.1.2 Expense of reproductions, postage and handling of Drawings, Specifications and other documents.
- 1.4.1.3 If authorized in advance by the Owner, expense of overtime work requiring higher than regular rates.
- 1.4.1.4 Expense of additional insurance coverage or limits, including professional liability insurance, requested by JAH Architects and Architect's consultants.
- 1.4.2 FOR REIMBURSABLE EXPENSES, as described above, compensation shall be a multiple of one and one-tenth (1.1) times the expenses incurred by JAH Architects or JAH Architects' employees in the interest of the Project, except if the Owner compensates JAH Architects within fifteen (15) days of the date of the Owner's receipt of the invoice iterating reimbursable expenses; the Owner may compensate JAH Architects by a multiple of one (1.0) times such expenses.

ARTICLE 2 PAYMENTS

2.1 PAYMENTS FOR ARCHITECTURAL SERVICES

- 2.1.1 Payments for Architectural Services, after the initial payment, shall be made monthly in accordance with invoices.

2.2 PAYMENTS FOR ADDITIONAL SERVICES

- 2.2.1 Payments for Additional Services and for Reimbursable Expenses shall be made monthly upon presentation of JAH Architects' statement of services rendered or expenses incurred.

2.3 PAYMENT SCHEDULE

- 2.3.1 Payments are due and payable thirty (30) days from the date of JAH Architects' invoice. Amounts unpaid thirty-one (31) days after the invoice date shall incur a late payment penalty of \$60 or a percentage of the unpaid balance not greater than the lowest base rate established by Matanuska Valley Federal Credit Union for a secured short term loan; whichever is less. However, for any items of JAH Architects' services that are in dispute, the Owner shall notify JAH Architects in writing of such dispute within thirty (30) days from the date of the invoice iterating the disputed item, and the Owner may hold the sums attributable to such disputed services until such time as the dispute has been resolved.

2.4 PAYMENTS WITHHELD

- 2.4.1 No deductions shall be made from JAH Architects' compensation on account of penalty, liquidated damages or other sums withheld from payments to contractors, or on account of the cost of changes in the Work.
- 2.4.2 Changes during construction shall not entitle the Owner to a credit for said changed work against fees owed JAH Architects. However, no charge shall be made to the Owner for any additional architectural services resulting solely from negligent acts or omissions by JAH Architects.

ARTICLE 3 USE OF PROJECT DRAWINGS SPECIFICATIONS AND OTHER DOCUMENTS

- 3.1 The Drawings, Specifications and other documents prepared by or certified by JAH Architects for this Project are instruments of JAH Architects' service for use solely with respect to this Project. The Owner may retain copies, including reproducible copies, of the Project Drawings, Specifications and other documents. Project documents shall not be used by the Owner or others on other projects, except by agreement in writing and with appropriate compensation to JAH Architects.



ARTICLE 4 TERMINATION, SUSPENSION OR ABANDONMENT

- 4.1 If the Project is suspended by the Owner for more than 30 consecutive days, JAH Architects shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, JAH Architects' shall be compensated at for expenses incurred in the interruption and resumption of services.
- 4.2 The Project may be terminated by the Owner upon not less than seven days' written notice to JAH Architects in the event that the Project is permanently abandoned.
- 4.3 In the event of Project termination or abandonment, JAH Architects shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due.
- 4.4 Failure of the Owner to make payments to JAH Architects in accordance with this policy shall be considered Project termination.
- 4.5 If the Owner fails to make payment when due JAH Architects for services and expenses, JAH Architects may, upon seven days' written notice to the Owner, suspend performance of services. Unless payment in full is received by JAH Architects within seven days of the date of the notice, the suspension shall take effect without further notice. In the event of a suspension of services, JAH Architects shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services.

ARTICLE 5 MISCELLANEOUS ITEMS

- 5.1 This form may be amended as agreed in writing and signed by both the Owner and JAH Architects.
- 5.2 The Owner and JAH Architects waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, but only to the extent covered by insurance, except such rights as they may have to the proceeds of such insurance.
- 5.3 The Owner and JAH Architects, respectively, bind themselves, their partners, successors, assigns and legal representatives to the other party to the terms of this policy and to the partners, successors, assigns and legal representatives of such other party with respect to all terms of this policy. Neither Owner nor JAH Architects shall assign this Agreement without the written consent of the other.
- 5.4 Nothing contained in this form shall create a contractual relationship with or a cause of action in favor of a third party against either the Owner or JAH Architects.
- 5.5 JAH Architects and consultants shall have no responsibility for the discovery, presence, handling, removal or disposal of or exposure of persons to hazardous materials in any form at the Project site, including but not limited to asbestos, asbestos products, polychlorinated biphenyl (PCB) or other toxic substances.
 - 5.5.1 Should hazardous materials be present or discovered at the site of the Project, the Owner shall retain and be responsible for the cost of a special consultant to design and specify removal of such materials. Architectural services to coordinate with this special consultant will be considered additional services and be billed as identified above.
- 5.6 JAH Architects may include representations of the design of the Project, including photographs of the exterior and interior, among JAH Architects' promotional and professional materials. JAH Architects' materials shall not include the Owner's confidential or proprietary information if JAH Architects has previously been advised in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for JAH Architects on the construction sign and in the promotional materials for the Project.

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