P.O. BOX 1079
CLAREMONT, NH 03743
513 RIVER ROAD

DAVIS FRAME CO.
AUTHENTIC CUSTOM TIMBER FRAME HOMES

TOLL FREE: 800-636-0993
FAX: 603-690-2037
www.davisframe.com

DESIGN DEPOSIT AGREEMENT
PRELIMINARY PLANS AND DRAWINGS

The undersigned PURCHASER, wishing to obtain preliminary plans and drawings of a custom designed timber frame package from the Davis Frame Company, Inc., in order to determine whether Purchaser wishes to purchase said package, and Davis Frame Company, Inc. desiring to provide such plans, hereby agree as follows:

1. Davis Frame Company, Inc. will furnish Purchaser with sets of preliminary plans including the following: all floor plans, four [4] elevations, a building cross section, and a preliminary timber frame plan. All design and drafting time will be billed at the rate of $60 per hour for junior designers, $75 per hour for senior designers and $100.00 per hour for licensed architects.

2. Projects will be scheduled after the completed Design Specification form is returned to the Design Department by the Project Coordinator. The design will not start until this form is complete.

3. With the execution of this Agreement, the Purchaser will deposit a sum equal to $2.00 per gross square foot (or $2,000, whichever is greater) of the proposed house plan (for example, 2000 sf; $4000 design deposit) with Davis Frame Company, Inc. Davis Frame Company will invoice for expenses as they are incurred. If the billable charges reach the amount of the design deposit, an additional deposit of $1,000 must be paid before additional design work is provided. If the billable charges reach the additional deposit, another deposit of $1,000 shall be paid to Davis Frame Co. before additional work is provided, and so forth. Upon Purchaser's written request, Davis Frame Company, Inc., will return to the Purchaser any unused portion of said design deposit, less the costs of any time spent drawing or modifying the plans, as well as printing and postage charges.

4. All plotted originals are billed at $6 per sheet. Postage is billed as used. Sets comprised of 11x17 paper are billed at $.75 per sheet.

5. All site visits, existing conditions, surveys and travel time are billed separately and are not credited back toward the Purchase Price of the Davis Frame package. Travel time is billed in one direction only and all time is billed at the rates indicated in item #1 above.

6. $2.00 per square foot of the timber frame portion of the design will be credited toward the Purchase Price of the Davis Frame package when a contract is signed. The amount credited will not be greater than the original design deposit.

7. Engineering fees are independent from this agreement and will be billed separately.

8. Purchaser represents that the plan specifications or drawings of any kind (herinafter “plans”) provided by the Purchaser to Davis Frame Company, Inc. are the exclusive property of the Purchaser, and the Purchaser shall have the full right and authority to utilize the plans without violation of any law prohibiting such use.

9. Purchaser shall indemnify Davis Frame Company, Inc. from any claim or action that may be initiated against Davis Frame Company, Inc. for the illegal or prohibited use of said plans in violation of Purchaser’s representation in Paragraph 7 herinabove.

10. Once the plans are produced and designed for the Purchaser by Davis Frame Company, Inc., Purchaser assigns all of their rights in and to said plans to Davis Frame Company, Inc. Davis Frame Company, Inc. shall own the exclusive copyright to the plans subject to its use in Purchaser’s construction of its Davis Frame Company, Inc. timber frame package.

11. Customer agrees that the laws of the State of New Hampshire shall govern this Agreement and further agrees to waive any objection to the location of where a disputed case involving this Agreement is heard by a court of competent jurisdiction.

Purchaser *[Signature]* Date

Purchaser *[Please Print]*

Phone *[Home]* Phone *[Business]*

Purchaser's Address

City State Zip

Design Deposit Required

Date Deposit Received

Order Accepted:
Davis Frame Co.
By: _____

Date: _____