



DESIGN DEPOSIT AGREEMENT PRELIMINARY PLANS AND DRAWINGS

The undersigned PURCHASER, wishing to obtain preliminary plans and drawings of a custom designed home materials 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 preliminary architectural plans to include and limited to the following:

All floor plans; four (4) elevations; a building cross section, and a preliminary timber frame isometric. The first draft of preliminary plans typically takes 2-3 weeks to produce, and the Purchaser will have the option to make up to two rounds of revisions. A hard copy of the first set of preliminary plans shall be sent via FedEx 2-day service to the Purchaser for them to make notations and changes, and return the marked-up plans to Davis Frame (using the return receipt provided). A hard copy of the revised plans will then be sent to the Purchaser for a second round of revisions, as needed.

2. Design projects will be scheduled upon execution of this agreement, receipt of the design deposit, and, receipt of a Design Specifications form with the required information provided. Design work will not start until these three elements are received by Davis Frame.

3. With the execution of this Agreement, the Purchaser will deposit a sum equal to \$2.00 per gross square foot (or \$2,000.00, whichever is greater) of the proposed plan (for example, 2,000 sf = \$4,000.00; 500 sf = \$2,000.00 deposit) with Davis Frame Company, Inc. Davis Frame Company, Inc. will invoice for expenses as they are incurred. All design and drafting time will be billed at the rate of \$75.00 per hour. If the billable charges reach the amount of the design deposit, additional deposits in \$1,000.00 increments will be due before additional design work is provided. Upon Purchaser's written request, Davis Frame Company, Inc. will return to the Purchaser any unused portion of said design deposit, minus the costs of any time spent drawing or modifying the plan, as well as printing and postage charges.

4. All plotted originals are billed at \$6.00 per sheet. Sets comprised of 11x17 paper are billed at \$.75 per sheet. Postage is billed as used.

5. All site visits, existing conditions surveys and travel time are billed in one direction only and all time is billed at \$75.00 per hour.

6. The amount of the original deposit will be credited toward the Purchase Price of the Davis Frame package, and reflected in the final contract payment. The amount credited will not be greater than the original deposit, and, Davis Frame will not credit design time spent drafting elements that are not included in the materials package.

7. Engineering review and certification are independent from this agreement, and shall be billed separately if required or desired. Every effort is made by Davis Frame Company, Inc. to provide a set of plans and specifications that meet the minimum building standards and structural requirements as set forth in the prevailing building code, yet our experience has shown that different municipalities or counties may interpret codes differently and/or have special local code requirements. Due to this, Davis Frame cannot guarantee code compliance in all areas, and recommends that all clients, at a minimum, pay to have their plans reviewed and stamped by a licensed engineer. For the majority of our clients Davis Frame is able to arrange this engineering review by a licensed engineer.

8. REScheck Compliance analysis and certificate (if required) will be provided at an hourly rate of \$75.00 per hour. Fees for REScheck are independent from this agreement and are not credited towards the package amount.

9. Purchaser represents that the plan specifications or drawings of any kind (hereinafter "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.

10. 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 9 hereinabove.

11. 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. package.

12. In the event of any dispute arising under this Agreement which the parties cannot resolve, either party may, by written notice to the other party, call for arbitration of the issue. In the event arbitration is requested, the parties shall contact American Arbitration Association, 1 Center Plaza, Suite 100, Boston, MA, 02108 at 617-451-6600, or some other alternate dispute resolution company to assign a single arbitrator to hear the dispute. The arbitrator shall meet as expeditiously as possible to resolve the dispute and the decision shall be controlling and enforceable in Claremont District Court, Claremont, New Hampshire.

The arbitrator so chosen shall conduct the arbitration in accordance with the rules of the American Arbitration Association as applicable in the State of New Hampshire. The parties shall pay their respective costs and expenses of the arbitration. Arbitration shall be conducted in Claremont, New Hampshire unless otherwise agreed by the parties. The parties hereto understand that his agreement contains an agreement to arbitrate. After signing this document, they understand that they will not be able to bring a lawsuit concerning any dispute that may arise which is covered by the arbitration agreement, unless it involves a question of constitutional or civil rights. Instead, they agree to submit any such dispute to arbitration.

_____	_____	_____
Purchaser's Signature	Date	Design Deposit Required
_____	_____	_____
Purchaser's Printed Name		Date Deposit Received
_____	_____	Order Accepted:
Home Telephone	Business Telephone	Davis Frame Co., Inc.
_____	_____	By: _____
Purchaser's Address		Date: _____
_____	_____	
City	State	Zip Code