

TERMS OF AGREEMENT

1. This Agreement shall be governed and executed in accordance with the laws of the State of Florida with any disputes litigated in Escambia County, Florida.
2. Copyrighted originals of design and construction documents are exclusive property of Katherine L. Hendricks, herein also known as the CONSULTANT and are assigned for sale to their corporation DreamCatcher Designs, Inc. Unless stated otherwise in this agreement, the design and related work is an original creation, or based on an original creation of substantial value, and is protected by Federal Copyright laws. All rights are reserved by Consultant.
No parties shall cause or commission redrawing, modifications, revisions or addendum drawings by anyone other than the Consultant, unless prior written authorization is granted. It is agreed that the Consultant shall provide all required drawings within the scope of the project, with the exception of landscaping, interior design, engineering and shop drawings, which shall be submitted to the Consultant for approval.
3. When providing design material, clients signature on this agreement indicates that he/she has legally obtained said material, and has the original authors consent for its use. Further, client agrees to indemnify consultant from any actions arising from copyright disputes.
4. Site Plan is prepared from information supplied by the CLIENT. The CLIENT shall furnish the CONSULTANT with a boundary survey, tree survey, topographical survey, sub-surface soil investigation, and any other pertinent information which may be required. CONSULTANT shall be entitled to rely upon the accuracy and completeness thereof. Client's surveyor shall verify site dimensions and placement of structures and any other restrictions before work begins. Surveyor shall supply survey certified to Consultant and Client as correct and accurate.
5. This CONTRACT provides the CLIENT with use of the copyrighted Design, Construction Documents and additional services for the Property described in this agreement and on the site plan and title block only.
6. Any changes made after Client's approval of design, as well as revisions to the design and construction documents shall be charged the current hourly rate. Detailed time records will be kept by the Consultant and made available for Client's inspection.
7. In the event the services of additional professional consultants are required and authorized by the Client, to be performed under the general coordination of the Consultant, and paid by the Consultant, the amount billed to the Client shall be said Consultant's fee plus 15%.
8. Upon the Client's approval of completed plans, Consultant shall have 8-sets of plans printed. Any additional copies needed shall be made by Consultant. The Client shall be charged for these additional copies as stated on the Contract.
9. Plans that meet permit requirements are considered complete. Permit drawings will be signed by the Consultant and signed and sealed by the Client's engineer. Any additional drawings requested by the Building Official after permits are issued shall be charged at the hourly rate as stated on the Contract.
10. Consultant reserves the right to display a sign at the project. Client shall notify Consultant by telephone (850) 968-0053 upon completion of project. Consultant shall remove sign within 5 days.
11. Expenses incurred by the Consultant during the execution of project shall be reimbursed by the Client upon presentation of an itemized statement, this includes transportation, meals, and accommodation and miscellaneous expenses. NOTE! Local travel expenses (within a 20 mile radius) excluded.

12. It is important that the Client and Contractor examine the Drawings and Documents carefully. Plans are prepared to meet code requirements in place at time of agreement date. Changes in Building Codes or Zoning Codes, made after agreement date, may require a change in Scope of Work. It shall be the final responsibility of the CONTRACTOR to review and check the plans for accuracy and compliance with codes, zoning and the requirements of any other regulatory agencies, before obtaining a building permit. The Consultant shall be notified of any discrepancies before the execution of the construction contract and the commencement of work. Consultant shall assume no responsibility for misinterpretation, or unauthorized deviation from the documents. Contractor shall determine methods of construction. It is customary and ordinary to omit certain details well within the common knowledge of the Contractor. If a detail is omitted from design or drawings for which the Contractor needs further explanation, the Contractor should determine the solution with the designer before signing the construction contract. Otherwise the Contractor assumes responsibility for the construction in question.
13. Fees charged for professional services are due and payable upon presentation of invoice (C.O.D.). Work in progress may halt if payments are not received within five (5) days. Deferred payment until closing or other conditions is not implied, unless prior written arrangements are made. A service charge will be added to the unpaid balance of past due accounts equal to the maximum permitted by law. It is our policy to file a notice to owner, or lien according to Florida Mechanics Lien Laws if timely payment is not made.
14. Client's signature indicates that he/she has read and understands this Agreement, and further agrees to pay any Attorney's fees or expenses, incurred in the collection of monies owed on this Agreement, or in the enforcement of any terms and conditions of this Agreement. Client agrees to pay the Consultant's fee regardless of the results of governmental approvals, whether or not the project receives financing, or whether project is completed.
15. If project becomes stagnant or Client fails to respond to Consultant for a period of three (3) months or greater, Consultant reserves the right to renegotiate agreement terms and fees or declare the agreement has been breached by Client.
16. All sums payable under this Agreement are payable at the Consultant's address:
DreamCatcher Designs, Inc., 111 Cooper Road, Cantonment, FL 32533
Phone/Fax (850) 968-0053