

**ARCHITECT CONTRACT PROVISIONS**

1. **CONTRACT** – These Contract Provisions and the accompanying Proposal constitute the full and complete Agreement between the parties and may be changed, amended, added to, superseded, or waived only if both parties specifically agree in writing to such amendment of the Agreement. In the event of any inconsistency between these Contract Provisions and any proposal, contract, purchase order, requisition, notice to proceed, or like document, these Contract Provisions shall govern.
2. **RIGHT OF ENTRY** – When entry to property is required for the ARCHITECT to perform its services, the Client agrees to obtain legal right- of-entry on the property.
3. **DOCUMENTS** – All reports, notes, drawings, specifications, data, calculations, and other documents, including those in electronic form, prepared by ARCHITECT are instruments of ARCHITECT's service that shall remain ARCHITECT's property. The Client agrees not to use ARCHITECT-generated documents for marketing purposes, for projects other than the project for which the documents were prepared by ARCHITECT, or for future modifications to this project, without ARCHITECT's express written permission.  
  
Any reuse or distribution to third parties without such express written permission or project-specific adaptation by ARCHITECT will be at the Client's sole risk and without liability to ARCHITECT or its employees, subsidiaries, independent professional associates, subconsultants, and subcontractors. Client shall, to the fullest extent permitted by law, defend, indemnify, and hold harmless ARCHITECT from and against any and all costs, expenses, fees, losses, claims, demands, liabilities, suits, actions, and damages whatsoever arising out of or resulting from such unauthorized reuse or distribution.
4. **HAZARDOUS MATERIALS** – The scope of ARCHITECT's services for this Agreement does not include any responsibility for detection, remediation, accidental release, or services relating to waste, oil, asbestos, lead, or other hazardous materials, as defined by Federal, State, and local laws or regulations.
5. **CONSTRUCTION PHASE SERVICES** – If ARCHITECT performs any services during the construction phase of the project, ARCHITECT shall not supervise, direct, or have control over Contractor's work. ARCHITECT shall not have authority over or responsibility for the construction means, methods, techniques, sequences or procedures or for safety precautions and programs in connection with the work of the Contractor. ARCHITECT does not guarantee the performance of the construction contract by the Contractor and does not assume responsibility for the Contractor's failure to furnish and perform its work in accordance with the Contract Documents.
6. **STANDARD OF CARE** – ARCHITECT and its employees, subsidiaries, independent professional associates, subconsultants, and subcontractors will exercise that degree of care and skill ordinarily practiced under similar circumstances by design professionals providing similar services. Client agrees that services provided will be rendered without any warranty, express or implied.  
  
ARCHITECT shall exercise usual and customary professional care in its efforts to comply with applicable codes, regulations, laws rules, ordinances, and such other requirements in effect as of the date of execution of this Agreement.
7. **OPINION OF PROBABLE COSTS** – When required as part of its work, ARCHITECT will furnish opinions of probable cost, but does not guarantee the accuracy of such estimates. Opinions of probable cost, financial evaluations, feasibility studies, economic analyses of alternate solutions, and utilitarian considerations of operations and maintenance costs prepared by ARCHITECT hereunder will be made on the basis of ARCHITECT's experience and qualifications and will represent ARCHITECT's judgment as an experienced and qualified design professional. However, users of the probable cost opinions must recognize that ARCHITECT does not have control over the cost of labor, material, equipment, or services furnished by others or over market conditions or contractors' methods of determining prices or performing the work.
8. **SUSPENSION OF WORK** – The Client may, at any time, by written notice, suspend further work by ARCHITECT. The Client shall remain liable for, and shall promptly pay ARCHITECT for all services rendered to the date of suspension of services, plus suspension charges, which shall include the cost of assembling documents, personnel and equipment, rescheduling or reassignment, and commitments made to others on Client's behalf.

Client shall pay ARCHITECT pursuant to the rates and charges set forth in the Proposal. ARCHITECT will submit monthly invoices to client for services rendered and expenses incurred. If Client does not pay invoices within thirty (30) days of submission of invoice, ARCHITECT may, upon written notice to the Client, suspend further work until payments are brought current. The Client agrees to indemnify and hold ARCHITECT harmless from any claim or liability resulting from such suspension.

9. **LIABILITY** – To the fullest extent permitted by law, the total liability, in the aggregate, of ARCHITECT and ARCHITECT's officers, directors, employees, agents, and consultants to Client and anyone claiming by, through or under Client, for any and all injuries, claims, losses, expenses, or damages whatsoever arising out of or in any way related to ARCHITECT's services, the Project or this Agreement, from any cause or causes whatsoever, including but not limited to, negligence, strict liability, breach of contract or breach of warranty shall not exceed the total compensation received by ARCHITECT under this Agreement, or the total amount of \$ \_\_\_\_\_, whichever is greater.

**10. MISCELLANEOUS**

**Governing Law:** The laws of the state in which the ARCHITECT office executing this Agreement is located shall govern the validity and interpretation of this Agreement.

**Invalid Terms:** In the event any of these Contract Provisions are found to be illegal or otherwise unenforceable, the unenforceable Contract Provision will be stricken. Striking such a Contract Provision shall have no effect on the enforceability of the remaining Contract Provisions and those remaining Contract Provisions shall continue in full force and effect as if the unenforceable Contract Provision were never included in the Agreement.

**Mediation:** The Client and ARCHITECT agree to submit all claims and disputes arising out of this Agreement to non-binding mediation prior to the initiation of legal proceedings. This provision shall survive completion or termination of this Agreement; however, neither party shall seek mediation of any claim or dispute arising out of this Agreement beyond the period of time that would bar the initiation of legal proceedings to litigate such claim or dispute under the applicable law.

**ARCHITECT Reliance:** ARCHITECT shall be entitled to rely, without liability, on the accuracy and completeness of any and all information provided by Client, Client's consultants and contractors, and information from public records, without the need for independent verification.

**Certifications:** ARCHITECT shall not be required to sign any documents, no matter by whom requested, that would result in ARCHITECT's having to certify, guaranty, or warrant the existence of conditions that ARCHITECT cannot ascertain.

**Third Parties:** Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Client or ARCHITECT. ARCHITECT's services hereunder are being performed solely for the benefit of the Client, and no other entity shall have any claim against ARCHITECT because of this Agreement or ARCHITECT's performance of services hereunder.

**Consequential Damages:** Neither the Client nor the ARCHITECT shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of, or connected in any way to the Project or this Agreement. This mutual waiver includes, but is not limited to, damages related to loss of use, loss of profits, loss of income, loss of reputation, unrealized savings or diminution of property value and shall apply to any cause of action including negligence, strict liability, breach of contract and breach of warranty.

**Force Majeure:** The ARCHITECT shall not be responsible for delays caused by factors beyond the ARCHITECT'S reasonable control, including but not limited to delays because of strikes, lockouts, work slowdowns or stoppages, government ordered industry shutdowns, power or server outages, acts of nature, widespread infectious disease outbreaks (including, but not limited to epidemics and pandemics), failure of any governmental or other regulatory authority to act in a timely manner, failure of the Client to furnish timely information or approve or disapprove of the ARCHITECT'S services or work product, or delays caused by performance by the Client or by contractors of any level. When such delays beyond the ARCHITECT'S reasonable control occur, the Client agrees that the ARCHITECT shall not be responsible for damages, nor shall the ARCHITECT be deemed in default of this Agreement.