

ART FORM ARCHITECTURE, INC.

House Call Agreement

Client Names:

Project Address:

Current Mailing Address:

Phone number(s):

Email address (s):

House Call Options and Fees

Small	\$850	3 hrs initial, total of 3 hours
Medium	\$1200	4 hrs initial, 2 hrs add'l, total of 6 hours
Large	\$2000	4 hrs initial, 8 hrs add'l, total of 12 hours
Custom	Custom	Custom

For New Homes, a minimum fee of \$2000 applies (House Call Large).

The initial time is at the project location for additions or renovations. For New Homes we can start at the project location or at AFA's studio. All initial time requires your direct participation. Additional time can be on-line or at AFA's studio – your choice whether to participate directly in all or part of that time.

Additional services shall be billed at \$125/hour for Wendy Welton, and \$75/hour for staff, with prior approval, or a fixed fee to be agreed upon in advance. Email shall be acceptable for extending this agreement to cover additional services. Scheduling for additional services is dependant on availability.

What you get:

PDF – At each computer design session, we create a PDF computer file of screen shots of the design in progress. It includes both 3D images

and, plan and elevation views. The PDF is intended to document the design process and may include ideas not pursued as well as the final design.

Design Documents – After the design time has been provided, we produce black and white documents formatted for 11x17 paper or smaller that include plans and elevations to scale with overall dimensions and notes, to describe the chosen design direction. 3D images will be included as appropriate to the design. The intent is to document the chosen design direction. These documents are included in the listed fee, and the time it takes to produce these drawings is in addition to the listed design time.

Payment - Payment is expected in full at the end of the first session. A \$50 fee applies to checks written and not honored by the issuing bank.

Discounts and Extra Charges

Seacoast – For Portsmouth and surrounding towns, discounts of up to \$100 are available, to be agreed upon in advance.

New Houses – In-Studio Design – For new house designs where all design sessions are held at our studio in Portsmouth, NH, a discount of \$100 applies.

Excess travel – Extra charges apply to travel times in excess of approximately 2 hours one way, or for appointments requiring special scheduling (travel time cannot be shared with another appointment), at our discretion – to be determined at time of scheduling.

Redrawing of Design Documents – If changes are requested after the Design Documents have been started, extra charges apply to the work that must be redone. Typically this would be between \$150 and \$500.

Weekends – An additional \$100 “I have a life fee” applies to weekend appointments.

Limitations of the House Call

The House Call is not a Home Inspection and shall not be construed as such under any circumstances.

The House Call does not include the production of drawings suitable for application for a building permit or any other permit application. For

some projects, the drawings can be used to augment other materials for variance or special permit applications, but their use as such is purely at the Owners' discretion. The production of variance, special permit or historic submittal drawings typically requires more research than can be done during a House Call. Under no circumstances shall the production of drawings or sketches during the House Call, even when clearly produced for the Owner's use in a variance, special permit or historic district application, be construed to carry a warranty for suitability without further design and/or documentation.

The House Call is intended for development of the design only, and does not include the production of construction documents or structural drawings, both of which require more design work and quality control, which cannot be done during the limited time of a House Call. Any dimensions or structural notes on the sketches or drawings are purely for the purposes of describing the probable scope of work for the project, and should not be used for construction.

The House Call carries no express or implied warranties beyond the Architect's active participation and the delivery of design documents when included in the House Call purchased. You are purchasing the time and active participation of Wendy Welton, an architect licensed in Maine, Massachusetts, New Hampshire and New York, for a design consultation. The type and quantity of drawings and sketches produced varies widely, and depends on the size and complexity of the project, and on your abilities to set priorities, visualize from sketches, voice your opinion and make decisions. The House Call requires your active participation for best results.

Ownership of the Design and Design Documents - The documents and images prepared by Art Form Architecture, Inc. (AFA) are covered by copyright law. Under that law AFA owns the copyright on these works, and you, the client, receive a copyright license. This applies even with significant design input from you or others. You do not have the right to sell, share or otherwise transfer this license without written approval from AFA. You do not have the right to use them to construct more than one project.

The following shall be allowable:

1. You may have another architect, designer or other third party, produce additional drawings based on this design, provided you notify AFA in writing, and you provide a copy of these terms and conditions signed by that third party to AFA.
2. For New Homes, you may do one, and only one, of the following:

- a. Build this design at the property address first stated, or
 - b. Build this design on different property, with written notice to AFA.
3. For Additions and Renovations, you may do one, and only one, of the following:
 - a. Build this design at the property address, or
 - b. If you sell the home, you may transfer the copyright license for the design to the new owner, with notice in writing to AFA. In this case, the work is "as is" and no further rights, beyond the use of the design, shall transfer to the new owner.
 4. You may use the documents and images in personal, non-profit publications, such as family newsletters, and in sales efforts connected with the project (such as MLS listings).

Copyright license is granted only when all services provided have been paid for in full. Please note that "derivative works" are protected by copyright law. That means that copyright protection remains in place, even if the design is altered, but is still based on the original design. We can only provide assistance with designs started by others (such as internet plans) where you clearly have the right to use the design.

Please contact AFA for uses not explicitly listed here. Our goal is to enable uses legitimately connected with you and your project. We'd be happy to provide written clarification furthering that, where appropriate. This shall not be construed as guaranteeing permission for added uses after design has begun.

Cancellations – If you need to cancel, please call as soon as possible, and we will do the same. There shall be no financial compensation on either our part or yours for missed appointments.

This document forms an agreement between the undersigned and Art Form Architecture, Inc. of 580 Greenland Rd, Suite 2, Portsmouth, NH 03801. Phone: 603-686-5199 or 603-431-9559, fax 603-457-0076.

Signature: _____ Date: _____

Print Name: _____

House Call Size (circle one): Small Medium Large Custom

Fee Adjustments: _____ Total Fee: _____