

ARCHITECTURE SERVICES AGREEMENT

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This Architecture Services Agreement (this "**Agreement**") is entered into as of [EFFECTIVE DATE] (the "**Effective Date**") by and between:

[ARCHITECT LEGAL NAME], a [STATE] [ENTITY TYPE, e.g. professional limited liability company] holding professional architectural license no. [LICENSE NUMBER] in [STATE], with its principal place of business at [ARCHITECT ADDRESS] (the "**Architect**"); and

[CLIENT LEGAL NAME], a [STATE] [ENTITY TYPE] (or an individual residing at [CLIENT ADDRESS]) (the "**Client**").

Architect and Client are each a "**Party**" and together the "**Parties**."

Recitals. Client owns or controls the real property located at [PROJECT ADDRESS] (the "**Site**") and intends to develop the [DESCRIBE PROJECT, e.g. single-family residence / tenant improvement / mixed-use building] (the "**Project**"). Client wishes to retain Architect to provide architectural and related design services for the Project, and Architect wishes to provide those services, on the terms below. In consideration of the mutual promises that follow, the Parties agree as follows.

1. Scope of Architectural Services

1.1 Basic Services. Architect will provide the professional architectural services described in this Agreement for the Project (the "**Services**"), performed with the degree of skill and care ordinarily exercised by qualified architects practicing under similar conditions in the same locality.

1.2 Phases. Unless a phase is expressly excluded in Exhibit A, the Basic Services consist of the following phases: (a) **Schematic Design** — preparing conceptual design documents that illustrate the scale and relationship of Project components; (b) **Design Development** — refining the approved schematic design and fixing the size and character of the Project; (c) **Construction Documents** — preparing drawings and specifications setting forth requirements for construction; (d) **Bidding or Negotiation** — assisting Client in obtaining and evaluating bids or proposals; and (e) **Construction Administration** — periodic Site visits and review of the contractor's work as further described in Section 6.

1.3 Deliverables. The drawings, specifications, models, and other documents Architect prepares under this Agreement are the "**Instruments of Service**."

1.4 Additional Services. Services not described in Section 1.2 or Exhibit A — including, by way of example, revisions caused by changes in Client's program after a phase is approved, services made necessary by the default of a contractor, or preparation of measured drawings of existing conditions — are "**Additional Services**" and are compensated under Section 3.5 only when authorized in writing by Client before performance.

1.5 **Exclusions.** Unless expressly included in Exhibit A, the Services do not include land surveys, geotechnical or environmental investigations, civil, structural, mechanical, electrical, or plumbing engineering, cost estimating by an independent estimator, or services of other consultants, all of which Client will retain and pay for separately.

2. Client Responsibilities

2.1 **Program and budget.** Client will furnish a written program setting out the Project objectives, schedule, constraints, and a budget for the Cost of the Work, and will promptly notify Architect of any change to them.

2.2 **Information and access.** Client will provide, at Client's expense and in a timely manner, surveys, legal descriptions, easements, title information, geotechnical reports, and reasonable access to the Site that Architect requires to perform. Architect is entitled to rely on the accuracy and completeness of information furnished by Client and Client's consultants.

2.3 **Designated representative.** Client will designate a representative authorized to render decisions and approvals promptly to avoid unreasonable delay in the Services. Client's failure to decide or approve in a timely manner is a Client-caused delay under Section 9.

2.4 **Cost of the Work.** "Cost of the Work" means the total cost to construct all elements of the Project designed or specified by Architect, but excludes Architect's compensation, the cost of land, rights-of-way, and financing. Any budget or estimate Architect provides is a judgment made as a design professional and is not a guaranteed maximum price or a warranty that bids will not vary.

3. Compensation and Payment

3.1 **Basic compensation.** For the Basic Services, Client will pay Architect **[FIXED FEE OF \$ _____ / _____% OF THE COST OF THE WORK / HOURLY AT THE RATES IN EXHIBIT B]**, stated in **[CURRENCY, e.g. US dollars]** and exclusive of taxes and reimbursable expenses.

3.2 **Allocation by phase.** Unless Exhibit A states otherwise, the basic compensation is earned across the phases in the percentages set out in Exhibit A, billed as each phase progresses.

3.3 **Reimbursable expenses.** Client will reimburse Architect, at cost plus **[e.g. 10]%**, for reasonable out-of-pocket expenses incurred for the Project, including authorized travel, reproduction of documents, permit and approval fees paid on Client's behalf, and renderings or models requested by Client.

3.4 **Invoicing and payment.** Architect will invoice **[MONTHLY / ON COMPLETION OF EACH PHASE]**. Client will pay each undisputed invoice within **[NUMBER, e.g. 30]** days of the invoice date. Undisputed amounts not paid when due accrue interest at the lesser of **[e.g. 1.5%]** per month or the maximum rate permitted by applicable law. Architect may, on **[NUMBER]** days' written notice, suspend Services for nonpayment of an undisputed invoice without liability for the consequences of suspension.

3.5 **Additional Services compensation.** Authorized Additional Services are billed at the hourly rates in Exhibit B unless the Parties agree on a fixed amount in writing before the work begins.

4. Ownership and License of Instruments of Service

4.1 **Ownership.** Architect retains all common-law, statutory, and other reserved rights, including copyright, in the Instruments of Service. Submission to a public authority or distribution for the Project does not constitute publication or waiver of Architect's rights.

4.2 **License.** On Client's payment of all amounts then due, Architect grants Client a non-exclusive license to use the Instruments of Service solely to construct, use, and maintain the Project. This license terminates if Client fails

to pay amounts due or materially breaches this Agreement.

4.3 Reuse restriction. Client may not use the Instruments of Service for additions to the Project, for other projects, or by other parties, except by written agreement with Architect and with appropriate additional compensation. Any unauthorized reuse is at Client's sole risk and without liability to Architect.

5. Standard of Care and Representations

5.1 Standard of care. Architect will perform the Services consistent with the professional standard of care described in Section 1.1. Architect makes no other representation or warranty, express or implied, regarding the Services.

5.2 Codes and approvals. Architect will design the Project in accordance with the building codes, zoning ordinances, and accessibility requirements that Architect reasonably believes apply as of the date the Construction Documents are issued. Architect is not responsible for the failure of a governmental authority to act, or for interpretations of code that differ from Architect's reasonable professional judgment.

5.3 Licensure. Architect represents that it and the individuals signing or sealing the Instruments of Service hold the licenses required to practice architecture in the jurisdiction where the Site is located.

5.4 No guarantee of results. Architect does not guarantee that bids or construction costs will not exceed any budget, that approvals will be granted, or that the contractor will perform in accordance with the Instruments of Service.

6. Construction Phase Administration

6.1 Scope. If Construction Administration is included, Architect will visit the Site at intervals appropriate to the stage of construction to become generally familiar with the progress and quality of the work and to determine, in general, if the work is being performed in a manner indicating that, when complete, it will conform to the Instruments of Service.

6.2 Limits of responsibility. Architect is not required to make exhaustive or continuous on-Site inspections and is not responsible for construction means, methods, sequences, or procedures, or for the contractor's safety programs, all of which are the contractor's sole responsibility.

6.3 Certificates for payment. Architect's review and certification of the contractor's applications for payment, if any, is a representation only to the extent stated in the applicable construction contract and does not constitute a representation that Architect has reviewed the contractor's accounting or verified quantities.

7. Indemnification and Limitation of Liability

7.1 Architect indemnity. To the fullest extent permitted by law, Architect will indemnify Client against third-party claims for bodily injury or property damage to the extent caused by Architect's negligent acts or omissions in performing the Services.

7.2 Client indemnity. To the fullest extent permitted by law, Client will indemnify Architect against third-party claims to the extent caused by Client's negligent acts or omissions, by inaccurate information Client furnishes, or by the acts or omissions of contractors or consultants Client retains.

7.3 Limitation of liability. To the fullest extent permitted by law, and except for liability arising from gross negligence or willful misconduct, Architect's total aggregate liability to Client arising out of or related to this Agreement will not exceed the lesser of Architect's total compensation under this Agreement or **[\$AMOUNT]**. Neither Party is liable for indirect, incidental, special, consequential, or punitive damages, or for lost profits or

revenue.

8. Term and Termination

8.1 Term. This Agreement begins on the Effective Date and continues until the Services are complete or it is terminated under this Section.

8.2 Termination for convenience. Either Party may terminate this Agreement for convenience on [NUMBER, e.g. 14] days' written notice.

8.3 Termination for cause. Either Party may terminate on [NUMBER, e.g. 7] days' written notice if the other Party materially breaches and fails to cure within that period.

8.4 Effect of termination. On termination, Client will pay Architect for all Services performed and reimbursable expenses incurred through the effective date of termination, plus any termination expenses identified in Exhibit A. The license in Section 4.2 is conditioned on payment of all such amounts.

9. General Provisions

9.1 Delay. Architect is not liable for delay caused by events beyond its reasonable control, including Client-caused delays, regulatory delays, or acts of the contractor, and the schedule and compensation may be equitably adjusted.

9.2 Governing law and venue. This Agreement is governed by the laws of the State of [STATE], without regard to its conflict-of-laws rules. The Parties submit to the exclusive jurisdiction of the state and federal courts located in [COUNTY, STATE].

9.3 Dispute resolution. Before filing suit, the Parties will attempt in good faith to resolve any dispute through direct discussion and, if unresolved within [NUMBER] days, through mediation administered by a mutually agreed mediator, with the cost shared equally. [OPTIONAL: binding arbitration — discuss with counsel.]

9.4 Independent contractor. Architect is an independent contractor. Nothing creates a partnership, joint venture, or employment relationship.

9.5 Assignment. Neither Party may assign this Agreement without the other's prior written consent, except that Client may assign to a successor in title to the Project on written notice.

9.6 Notices. Notices must be in writing and delivered to the addresses above (or as updated in writing) and are effective on receipt.

9.7 Entire agreement; amendment. This Agreement, together with its Exhibits, is the entire agreement between the Parties on its subject and supersedes prior discussions. It may be amended only by a writing signed by both Parties.

9.8 Severability and waiver. If any provision is unenforceable, the rest remains in effect. A Party's failure to enforce a provision is not a waiver.

9.9 Counterparts and electronic signature. This Agreement may be signed in counterparts and by electronic signature, each of which is an original and all of which together form one agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

ARCHITECT

CLIENT

Signature: _____

Signature: _____

Printed name: **[NAME]**

Printed name: **[NAME]**

Title: **[TITLE / N/A]**

Title: **[TITLE / N/A]**

Date: _____

Date: _____

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