

Standard Form of Agreement between Owner and Designer

Agreement made as of this Thursday, October 01, 2009

Between the Owner: -

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The Designer: Todd Knutson

 Todd Knutson Design

 40 South 7TH Street, Suite 212-156

 Minneapolis, MN. 55402

 612-251-1041

The Project: -

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The Owner and Designer agree to the following terms:

1. Project parameters

The objective is:

1. Design a concept for submission to the city of Minneapolis.
2. Coordinate with Bruce Knutson Architects the Architect of record.
3. Review all applicable codes and verify compliance.
4. Provide documentation for construction.

The financial parameter is: $ -

* The Owner agrees to pay Todd Knutson in the amount of: $ - retainer with a payment of $ - at completion of the construction documents at issued date.
* Other services in addition to services listed above, will be billed $120.00 hour.
* Prints and expenses are the responsibility of the Owner.

The time parameter is:

* To be determined by the scope of work, meeting schedules, and city approvals.

2. Project team

 Designer: Todd Knutson

 Todd Knutson Design

 612-251-1041

 Architect of record: -

 Project Manager: By Owner

 Civil Engineer: By Owner

 Structural Engineer: By Owner

 Other Services: By Owner

Both the Designer and the Owner may reasonably rely on the information set forth in this agreement. Both parties however recognize that changes in schedule, design and scope may occur. In the event that changes occur, both the Owner and Designer shall negotiate appropriately in accordance with section 5.

3. Responsibilities

* Owner:

 3.1.1 The Owner and Designer shall cooperate with each other to complete all items contained but not limited to this agreement to fulfill all obligations herein, and shall maintain a good working relationship among all members of both parties.

3.2.1 The Owner is responsible to provide the Designer all information pertinent to assist in the completion of obligations required by this contract within 15 days after receipt of request. Failure of owner to do so may delay dates specified in Section 1 of the contract at no responsibility of the Designer.

3.2.2 The Owner as specified in Section 2 above shall be responsible to make all decisions in a timely manner as to not delay the process of the project or the Designer.

3.2.3 It is the responsibility of the Owner to furnish Services or Consultants for items not included in the Designers basic services.

3.2.4 The Owner shall be responsible for all legal, insurance and accounting services that may be reasonably necessary at any time for the project.

* Designer:

 3.3.5 The Designer should perform all obligations expeditiously as is consistent with the profession and orderly for the project.

 3.3.6 The Designer shall maintain confidentiality with all information with regards to this project for sake of protecting the Owners rights, with the exception of information that may be unlawful, may create risk or significant harm to the public, or prevent the Designer from protecting himself in a judicatory hearing. This also applies to the Designer’s Consultants and parties directly involved with the project for the Designer.

 3.3.7 The Designer shall not engage in any activity or accept any employment or interest that would reasonably appear to compromise the Designer’s judgment in regards to this project.

 3.3.8 The Designer will review all Laws, Codes, and Regulations that may be pertinent to this project. The Owner will be responsible for reviewing all Laws, Codes, Regulations when material is submitted.

 3.3.9 The Designer shall be entitled to rely on all information provided by the Owner as accurate and free from errors or discrepancies in regard to the project and shall not be held responsible for the same.

4. Ownership of drawings

4.1 The Drawings, Specifications, Design and all other documents even in electronic form, prepared by the Designer and the Designer’s Consultants are tools to be used exclusively with the project. The Designer and their Consultants shall be deemed the sole authors and owners of all designs and shall retain project information as copyrighted materials.

4.2 In accordance with this agreement, the Designer grants the Owner the right to a non-exclusive license to reproduce the design for only the project listed above, providing the Owner maintains all obligations to the Designer including prompt payment of all fees and dues. Any termination of this agreement prior to completion of the contract shall revoke the license issued by the Designer. The Designer maintains the right to reissue the design to a third party for completion of a separate and independent project.

4.3 No license or written agreement is required from the Designer for Contractor, Sub-Contractors, or Consultants directly associated with this project to reproduce items necessary for the execution of fulfilling this contract. Items may not be reproduced for projects not contained in this agreement.

4.4 Copies of the construction documents in electronic form are for the exclusive use of the owners listed in this contract and are not to be reproduced, distributed, or used on another project in any manner except with the express written consent of Todd Knutson and Todd Knutson Design.

5. Change in services

5.1 Changes in services, including services by the Consultants, that conflict with items listed in this contract are allowed as long as both parties agree to the terms in a separate written agreement. If the parties change the services outlined in this contract, this agreement will be treated as still active without invalidating any other terms of this contract.

6. Miscellaneous Provisions

6.1 Nothing contained in this Agreement shall create a contractual relationship with or cause of action in favor of a third party against the Owner or Designer.

6.2 Unless otherwise provided in this agreement, the Designer and the Designer’s Consultants shall not be held responsible for unforeseen circumstances arising during construction such as; extra ordinary settling due to inadequate earth, requiring additional reinforcement of footings and foundations, acts of god which damage the structure during construction, or harm caused at the fault of contractors or other parties hired by the Owner.

6.3 The Designer shall retain full rights to the project for photographic or rendering drawings of the structure and design for use in promotional marketing and professional materials. This does not alter the Owners right to confidentially as expressed in section 3.3.6

6.4 The Owner agrees to allow the Designer to place one sign on the site for the duration of the construction period for advertising and marketing purposes.

 6.5 The retainer is non re-fundable

 6.6 This agreement is not subject to loan approval, fees are due as set forth in section 1

7. Termination or suspension

7.1 If the Owner fails to make a payment to the Designer, the Designer may suspend the project in its entirety until due fees are paid in full. After 30 days of non-payment, the Designer will issue a written notice of termination of this agreement. After notice is sent, the Owner has full 30 days to make current the delinquent fees, after which this contract shall be considered null and void. If such circumstances should occur. The Designer its Consultants and Representatives shall not be held responsible for damages occurred to property or materials or be responsible for penalties occurred from construction loans or any other reaction to the termination.

7.2 If the project is suspended for more than 60 days the Designer may terminate this contract and collect all due fees up until the suspension.

7.3 Either party may terminate this agreement upon not less than 7 days written notice should the cause of termination be for reasons out of the parties control.

7.4 In the event of termination not the fault of the Designer, the Designer shall be compensated for services performed prior to termination, together with reimbursable expenses then due all termination expenses as defined in 7.5

7.5 Termination expenses are in addition to compensation for the services of the agreement and include expenses directly attributable to termination for which the Designer is not otherwise compensated, plus an amount for the Designer’s anticipated profit on the value of the services not performed by the Designer & materials, incidental and consequential damages.

8. Mediation

8.1 The Owner and Designer shall endeavor to settle disputes in regard to this agreement in a timely manner. Should no resolution be made in regards to the dispute at hand, both parties manually agrees to file a request for Mediation in accordance with the Construction Industry Mediation Rules of the American Arbitration Association currently in effect. Mediation shall proceed for a period of 60 days prior to any arbitration or legal or equitable proceedings. Both parties shall share mediation fees and filling fees, and mediation should take place at the project site location unless a separate location is agreed upon. Agreements reached in mediation shall

be enforced as settlement agreements in any court having jurisdiction thereof.

9. Arbitration

9.1 Any claims, disputes or other matters in question arising out of or related to this agreement shall be subject to arbitration. Prior to arbitration both parties agree to try and resolve the issue at hand through mediation in accordance with section 8

9.2 All requests for arbitration shall be made to the American Arbitration Association with-in a timely manner of such claims. In no way shall claims for arbitration be made after the standard institution of legal or equitable proceedings based on such claim is barred by applicable statute of limitations.

9.3 Final decisions by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

10. Change in compensation

10.1 If the services required by the designer at the owner’s request are changed in accordance with section 1 of this agreement. The designer shall be compensated for these additional changes. Such changes shall be calculated as described below.

11. Definitions

* 1. Program: Owner specified goals and expectations for the project to aid in the preliminary proposal by the Designer. The program outlines the style, features, and spaces the Owner desires.
	2. Designer’s basic services: As included in Todd Knutson’s responsibilities, Owner will receive schematic design services, development design services, construction document services, and PDF's of the issued drawings.

This agreement entered into as of the day and year first written above:

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(Signature)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Printed name

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Designer (Signature)

**Todd Knutson\_\_\_\_\_\_\_\_\_\_\_**

Printed name