



DESIGN AGREEMENT

The undersigned Owner agrees to have ABERDEEN CUSTOM GATE & IRON (herein referred to as ABERDEEN) prepare a set of concept drawings to define and clarify a fabrication project at the location as specified below. The drawings will include a detailed drawing, elevations as needed, sections as needed, an outline of specifications and an approximate price quotation for the proposed fabrication as follows:

Located at: _____

If ABERDEEN is authorized by the Owner to complete all or at least 90% (by dollar volume) of the work proposed, the fee for preparing the plan and specifications will be credited in full against the cost of the construction. If the Owner elects not to enter into a construction Contract subsequent to the signing of this agreement, the retainer shall be non-refundable.

ABERDEEN will provide two (2) sets of plans and specifications to the owner prior to the construction agreement. Plans and specifications will be sufficient for the requirements of the local building department having jurisdiction at this location to issue building and other required permits for the proposed project if required.

ABERDEEN will make two (2) minor revisions to the plan (maximum two hours drafting time), after the initial presentation, if the revisions are requested within ten working days of the initial presentation. Owner agrees to assist ABERDEEN to complete the design process within thirty (30) days of the date of this agreement.

It is understood and agreed by all parties to this agreement that the original drawings and plans shall be prepared by ABERDEEN or their affiliate and shall remain the property of ABERDEEN until a construction agreement for the proposed work is reached between ABERDEEN and the undersigned Owner. It is understood and agreed by all parties to this agreement that the plans, specifications and price quotation for this job are for the sole and exclusive use of ABERDEEN and may not be used or relied upon by any other parties.

If the scope of the proposed fabrication, construction work or design phase work is changed after the signing of this agreement, the design fee will be changed accordingly. Any alteration or deviation from above terms involving extra costs will be executed only upon written order from Owner and will become an extra charge over the below agreed amount.

As stated above, this retainer is fully deductible from the final contract payment. If a subsequent preliminary design is requested, however, this will be provided at an additional charge of \$ _____, also to be paid in advance, but NOT deductible from the price of the contract.

TARGET BUDGET RANGE.....\$ _____ to \$ _____

DESIGN AGREEMENT FEE:\$ _____

(Owner) (Date)

(Owner) (Date)

ABERDEEN CUSTOM GATE & IRON (Date)