

This AGREEMENT is made this ____ of ____, Two Thousand _____ between:

The Owner:

_____ **HOMEOWNERS ASSOCIATION**

Properly known as:

_____ (SOS ID _____)

c/o: _____

And the Architect:

J, Richard Alsop, Architect PLLC, (NC License # 50968)

PO Box 481000

Charlotte, NC 28269

Tel: 704-358-8400

FOR THE FOLLOWING PROJECT:

Under this Agreement, the Architect will serve as a consultant to the Architectural Review Committee (ARC) and shall endeavor to act in this capacity in accordance with the published “Common Interest and Community Disclosure Document”, (hereinafter called Guidelines), the Declaration of Covenants, Conditions and Restrictions for _____ (called Covenants or CCRs) and as otherwise directed by the Owner through their designated representative or their Board of Directors.

This Agreement anticipates that the sole scope of work to be performed by the Architect is the review of single family home and in-progress construction for conformance with the Guidelines and other related services necessary to reasonably administer the architectural review process.

SERVICES TO BE PROVIDED:

The services to be provided include the performance of Architectural Reviews for homes to be constructed in the _____ Community located in _____ County, _____. The Guidelines form the basis of understanding for services associated with the performance of Architectural Reviews. This Agreement is predicated on the understanding that all parts of the submittal and review process will be transmitted and administered in an electronic format.

Applications for Architectural Review will be received by the Owner’s Representative, or the Owner’s designated Association Manager, for the purposes of registering the applicant on the Architect’s website and also for collecting all fees required prior to performance of the reviews. The Architect will then provide a location on the Internet for the lot owner or their designated representative (registrant) to upload the drawings, photographs, and other required information associated with the applicants request for review.

The Architect will, within the thirty day (30) time frame established by the Guidelines and/or Covenants, perform a review of the submitted documents for compliance with the

Guidelines. Required resubmittal of documents will extend the review period by equal days. During the course of the evaluation, the Architect may contact the registrant for clarifications to complete the review, but is not obligated to do so. The Architect will endeavor to encourage interaction, cooperation, and goodwill among all parties engaged in the Architectural Review process.

The Architect will document its findings with respect to the review in a letter transmitted electronically to the registrant and published electronically for use by the Owner's Representative and/or Association Manager. The review letter shall not be required to be an exhaustive accounting of the Architect's findings and may contain only comments sufficient to convey reasons for its determination.

The Architect will review owner provided photos and site surveys to confirm foundation location and condition at dry in and at final completion.

The Architect's Services do not include inspection or reports with respect to site clean-up or the disposition of trailers, trucks, tractors, toilets, materials of construction or the like that are used by the contractor during the course of construction. These items are understood to be enforced by the Association Manager who has the authority to levy and collect fines on behalf of the Owner. The Architect may however submit comments with respect to these items to the Association Manager during the course of regular on-site reviews.

The Architect's Services do not include evaluations for the purpose of determining compliance with building codes, ordinances, State or Federal Regulations or requirements of local authorities on any matter. The Architect's Services do not include the design of any homes, accessories, site improvements or utilities.

The Architect shall be allowed to attend the annual meeting of the Homeowners Association to make a report but shall not be required to do so.

The Architect may from time to time employ or contract with other professionals or persons to perform all or portions of its required Work. The Architect will, at all times, maintain operational control and primary responsibility for performance of the Architect's Services.

OWNERS RESPONSIBILITIES:

1. The Owner shall designate one person to serve as the Chair of the Architectural Review Committee other than the Architect, and have that person designated as the Architect's contact with the ARC.
2. The Owner shall designate persons whom they wish to have access to the ARC files held on the Architect's electronic site and a person designate to access data from the site for archive purposes.
3. The Owner shall make every reasonable effort to obtain General Liability and Director & Officer Liability Insurance in the minimum amounts of \$1,000,000.00 respectively. The members of the Architectural Review Committee shall be specifically identified as being covered by such insurance and Alsop Architects, PLLC shall be listed as an additional insured. The Owner shall endeavor to maintain such insurance policies for the duration of this Agreement.

TERMINATION OF THIS AGREEMENT:

This agreement may be terminated by either party at the end of a thirty (30) day written notice of termination, for the convenience of either party and without cause. All fees paid for services and all fees invoiced up to the date of termination shall be considered fully earned by the Architect if this contract is terminated by the Owner

This Agreement shall be otherwise concluded on _____20____.

The Architect shall not be required to retain copies, electronic or otherwise, of any items submitted for review, other than for the Architect's own purposes. The Architect shall not be required to return, forward, or otherwise transmit copies of any items submitted for review to any other party.

ARCHITECT'S COMPENSATION:

1. BASE SERVICES:

a. The Architect's compensation for the review of submittals for a new residence and associated on-site reviews will be on the basis of a lump sum fee of One Thousand Dollars (\$1,000.00.), which will be invoiced in full following the issuance of the first review letter to the registrant. The fee for an addition to a residence shall be \$0.25/SF of the interior area of the added or remodeled space, with the minimum fee of \$250.00. This fee includes:

- i. Review of the initial submittal for the primary residence and, if the initial submittal is not approved, up to two subsequent reviews of re-submittals. (All items included with the initial submittal, including landscape plans, pools, will be reviewed within this fee.)
- ii. Review of registrant's submittal of as-built foundation site plan prepared by a licensed surveyor, where required.
- iii. Review of photos submitted by the registrant at dry-in and at final completion to confirm compliance with approved submittal.
- iv. Three on-site reviews will be performed for new residences including site staking review, dry-in and a final review at completion in order to confirm that deposits or bonds can be released. A single final on-site review shall be performed for additions to the home.

b. Or in lieu of the full services mentioned above in 1a, the Architect shall perform the plan review only, items i, ii, and iii above, with no site visits, item iv above, for a lump sum fee of Five Hundred Fifty Dollars (\$550.00).

2. ADDITIONAL SERVICES:

a. Additional Services are defined as services rendered by the Architect at the request of the Owner, or a registrant, or as required to complete the review process that are not included in the services described above. The Architect shall be compensated for such additional services as follows:

- i. Plan review of subsequent re-submittals for the primary residence in excess of two: \$150.00/each.
- ii. Additional On-Site review to verify corrective action has been taken: \$250.00/each.

iii. Plan review of pools, spas, and any other accessory structures (when not included with the initial submittal for the primary residence): \$350.00/each with final site inspection included.

iv. All other Additional Services will be invoiced on an hourly basis at a rate of \$75.00 per half hour, or portion thereof. Reimbursable expenses related to the performance of additional services, will be charged at 1.15 times actual cost and for automobile mileage at the then current rate permitted as non-taxed reimbursement by the IRS.

3. COMPENSATION ADJUSTMENTS

a. All fees and expense charges shall be increased every two years during the period of this contract in accordance with the increase computed by the Bureau of Labor Statistics Consumer Price Index entitled CUUR0300SAO for the Southern United States, rounded to the nearest \$1.00.

TERMS OF PAYMENT:

Payment for Architects invoices shall be made within Twenty (20) days from the date of the Architect's invoice. Amounts unpaid Twenty (20) days after the invoice date shall incur interest at the rate of 9% per annum.

OTHER CONDITIONS

INTENT OF THE REVIEW:

It is agreed and understood that the reviews of home plans, materials, and in-place construction by the Architect, acting as a member of the Architectural Review Committee, are based solely on the degree of apparent compliance with the adopted Architectural Guidelines and do not in any way represent an opinion of the adequacy of the home plans for construction purposes, or of the conformance of the home plans with building codes or other regulatory agencies, or of the suitability of proposed building materials or methods of construction.

WAIVER:

The Owner shall hold the Architect harmless for decisions it renders with respect to opinions and findings related to the Architectural Reviews. As such, the Owner also agrees to make no claim and hereby waives to the fullest extent permitted by law and agrees to defend, and hold the Architect harmless from, any claim or cause of action of any nature against the Architect, his or her officers, directors, employees, agents or sub-consultants, which may arise out of or in connection with this Work or the performance by any of the parties named as providing services under this Agreement.

INDEMNIFICATION:

In addition, and notwithstanding any other provisions of this agreement, the Owner agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Architect, its officers, directors, partners, employees and sub-consultants (collectively, Architect) against all damages, liabilities or costs including reasonable attorney's fees and defense costs, arising out of or in any way connected with the Work described in this contract, or the performance by any of the parties above named for the services under this Agreement, excepting only those damages, liabilities or costs attributable to acts of gross negligence by the Architect.

LIMITATION OF LIABILITY:

The Owner agrees, to the fullest extent permitted by law, to limit the liability of the Architect to the Owner for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, including attorney's fees and expert-witness fees and costs, so that the total aggregate liability of the Architect shall not exceed \$1,000.00. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.

COLLECTION COSTS:

In the event legal action is necessary to enforce the payment terms of this Agreement, the Architect shall be entitled to collect from the Owner any judgment or settlement sums due, plus reasonable attorney's fees, court costs and other expenses incurred by the Architect in connection therewith and, in addition, the reasonable value of the Architect's time and expenses spent in connection with such collection action, computed according to the Architect's prevailing fee schedule and expense policies.

CERTIFICATE OF MERIT:

The Owner shall make no claim for professional negligence, either directly or by way of a cross complaint against the Architect unless the Owner has first provided the Architect with a written certification executed by an independent consultant currently practicing in the same discipline as the Architect and licensed in the State of North Carolina. This certification shall: a) contain the name and license number of the certifier; b) specify the acts or omissions that the certifier contends are not in conformance with the standard of care for a consultant performing professional services under similar circumstances; and c) state in detail the basis for the certifier's opinion that such acts or omissions do not conform to the standard of care. This certificate shall be provided to the Architect not less than thirty (30) calendar days prior to the presentation of any claim or the institution of any arbitration or judicial proceeding. This Certificate of Merit clause will take precedence over any existing state law in force at the time of the claim or demand for arbitration and shall be a condition precedent to any such claim or demand.

SATISFACTION WITH SERVICES:

Payment of any invoice by the Owner to the Architect shall be taken to mean that the Owner is satisfied with the Architect's services to the date of the payment and is not aware of any deficiencies in those services.

(Signature)

(Signature)

For the Owner

For J Richard Alsop, Architect PLLC

Print Name_ _____

J. Richard Alsop, Jr.

Print Title: _____

Member - Partner