



**EverLog™ Systems Inc.**  
**Conceptual Design / Construction Design Agreement**  
**Between EverLog™ Systems and Owner**

EverLog™ Systems (“ELS”) submits the following Conceptual Design/Construction Design Agreement to:

Owner: \_\_\_\_\_  
Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
Home Ph: \_\_\_\_\_ Cell: \_\_\_\_\_ Cell: \_\_\_\_\_  
Project Address: \_\_\_\_\_

**Phase I - Conceptual Design Plans**

**PRICE AND PAYMENT SCHEDULE:**

- Phase I Design rates are below. See Terms and Conditions on page 2.
- 100% due upon acceptance of this agreement.

Calculation:

Finished Floor Space: \_\_\_\_\_ sf (x) \$0.75 = \$ \_\_\_\_\_

Garages, Decks, Patios, Unfinished Space, etc.: \_\_\_\_\_ sf (x) \$0.75 = \$ \_\_\_\_\_

Phase I Total - Balance Due: \$ \_\_\_\_\_

**Phase II - Construction Design Plans**

**PRICE AND PAYMENT SCHEDULE:**

- Phase II Design rates are below. See Terms and Conditions on page 2.
- 100% due upon acceptance of this agreement.

Calculation:

Finished Floor Space: \_\_\_\_\_ sf (x) \$2.00 = \$ \_\_\_\_\_

Garages, Decks, Patios, Unfinished Space, etc.: \_\_\_\_\_ sf (x) \$0.75 = \$ \_\_\_\_\_

Phase II Total: \$ \_\_\_\_\_

Phase I Total - Paid to Date: (\$ \_\_\_\_\_)

Adjusted Phase II Total - Balance Due: \$ \_\_\_\_\_

## **TERMS AND CONDITIONS**

1. Phase I - Conceptual Design includes four elevations and floor plans with dimensions. Conceptual Design process includes the initial design plus three sets of revisions. After three revisions, additional design time will be billed at a rate of \$50.00 per hour. Conceptual Plans will be transmitted electronically (email).
2. Phase II - Construction Design includes fully dimensioned elevations and floor plans; window and door schedules; building sections, construction details, foundation plan, floor and roof framing plans; electrical schematic layout per local building codes; plans do not include plumbing, mechanical or engineering. After completion of initial Construction Design, additional revisions will be billed at a rate of \$50.00 per hour. Garages, decks, patios and unfinished space will not be included in floor space for Construction Design if already calculated for Conceptual Design. If not included in Conceptual Design the square footage will be included for Construction Design at a rate of \$0.75 per square foot. Four (4) printed sets of Construction Designs on 24"x36" sheets are included in the price. Additional sets and postage will be billed according to Fee Schedule (see below).
3. ELS recommends that all plans be reviewed by a licensed and insured engineer. Structural and compliance with local building codes should be addressed. ELS can refer a licensed and insured engineer to you.
4. Certification of Construction Plans by a licensed and insured engineer will only take place after final Construction Plans are completed by ELS. Final Construction Plans will not be complete until a Purchase Order is signed between ELS and the owner.
5. DWG files are the property of EverLog™ Systems and plans will only be used in conjunction with EverLog™ materials supplied by EverLog™ Systems.
6. Reimbursable Fee Schedule:

Fax:	\$1.00 per page
Plans: Bond (24"x36")	\$1.25 per page
U.S. Mail: (USPS)	Priority Mail Rates
Federal Express: (FedEx)	Express Package Rates
Lodging: (per diem)	TBD
Meals: (per diem)	TBD
Parking:	Actual Cost
Car Rental:	Actual Cost
Airfare:	Actual Cost
Mileage:	\$0.50 per mile

7. Modification; Applicable Law; Entire Agreement. No modification of the terms and conditions specified in this Agreement shall be binding on either party unless agreed to by such party in writing. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Montana. This Agreement shall constitute the entire agreement of the parties with respect to Conceptual / Custom Design Services. All prior agreements, understandings, negotiations and promises, whether written or oral are hereby canceled as of the effective date of this Agreement.
8. Covenants to Be Several. In the event that any one or more of the provisions contained in this Agreement shall be determined to be invalid, the remaining provisions shall remain in full force and effect as if the Agreement was originally written without the invalid provision.
9. Mediation and Arbitration. Any dispute arising out of the interpretation or application of this Agreement or any aspect of the relationship between the Sales Agent and the Company, which is not resolved by the parties within

ten business days of notification of the dispute, will be submitted to expedited, final and binding arbitration in Missoula, Montana under the commercial rules of the American Arbitration Association.

10. Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be illegal, invalid or unenforceable, that provision shall be limited or eliminated to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect and enforceable.

**ACCEPTANCE OF AGREEMENT**

I/We the Owner(s) have read and understand the above proposal and accept(s) the fees, specifications, terms and conditions herein stated in this agreement.

Owner: \_\_\_\_\_ ELS: \_\_\_\_\_  
EverLog™ Systems

Date: \_\_\_\_\_ Date: \_\_\_\_\_