

ADU Permit Set Terms of Service

PROJECT SCOPE

Housable will provide drafting of an ADU Permit Set required to permit the project for construction as is outlined in the terms set forth below.

DRAFTING SCHEDULE

Architectural plans will be delivered within 5 business days from the date of order confirmation. Structural and engineering plans will be finalized and delivered within 5 business days from the completion of architectural plans. Title 24 certification and preparation of the plans to submit to the jurisdiction will be completed in 3 business days. This schedule will be subject to change if changes to standard plans are requested by the Project Owner during the drafting process.

Architectural Plans	Structural Plans**	Other Services*
<ul style="list-style-type: none"> - Cover sheet - Site plans - Architectural plans - Electrical plans - Plumbing plans - Mechanical plans - Door schedules - Window schedules 	<ul style="list-style-type: none"> - Foundation plans - Framing plans - Structural Details 	<ul style="list-style-type: none"> - Title 24 certification - Revisions

* See STANDARD FEES TABLE below for a complete list of all drafting services offered as well as exclusions from the ADU Permit Set scope of work.

** Structural engineering fees are billed separately from your ADU Permit Set order as these services are provided by third party professionals. The standard engineering fee for each project varies between \$1,100 and \$1,900 based on project scope, complexity, size and design.

FEES & PAYMENTS OFFERED

ADU Permit Set Fee (Fixed Rate):	See quote page
Confirmation Payment (20% charged at confirmation of order, less "Design Order Credits")	See quote page
Final Balance Payment (80% charged on delivery of finalized architectural plans)	See quote page

DESIGN ORDER CREDITS

Payments for past design concept orders will be applied to "Confirmation Payment" offered in the table above.

STRUCTURAL PLANS

Structural plans will be prepared subsequent to the completion and owner's approval of architectural plans. Structural engineering services will be required for all projects and will be billed separately from each ADU Permit Set order. Typical engineering fees will range from \$1,100 to \$1,900.

ACCEPTANCE

By signing this document electronically, the client listed below agrees to the scope and cost of this proposal and all attached terms and conditions, including the Limitations of Liability section.

[SIGNED ELECTRONICALLY]

Project Owner or Agent

Terms of Service (Continued)

THE AGREEMENT

This agreement is made by and between **Housable Inc.**, hereinafter referred to as **COMPANY**, and the **Project Owner** as listed on the accompanying **ADU Permit Set Proposal**, hereafter referred to as **OWNER**. **COMPANY**'s services are defined by and limited to (1) those services (the "Services") described in the attached proposal, which is incorporated by this reference, and (2) these **Terms of Service Agreement**. Together, the proposal and **Terms of Service Agreement** form our Agreement. This agreement represents the parties' entire agreement and supersedes all prior negotiations, representations, or agreements, either written or oral. The Agreement can only be amended by a written instrument signed by both the **OWNER** and **COMPANY**. Failure to immediately enforce any provision in this agreement shall not constitute a waiver of the right to enforce that provision or any other provision.

UNPERMITTED WORK

OWNER agrees that all unpermitted work existing on the property has been disclosed in the "Project Checklist" and that any which has not been previously disclosed will be outside of the scope of these services. If such work is discovered, Housable maintains the right to halt the services until the unpermitted work is removed or legally permitted and that under such circumstances all fees agreed to will remain valid and that no refunds or discounts will be offered by Housable.

CONTRACTOR LICENSING & INSURANCE

The Project **OWNER** agrees that all on-site work being performed during pre-construction and construction of this project will be performed by either a.) the rightful owner of the property or their legally authorized agent and or b.) a contractor who is properly licensed and insured.

PROJECT CONTACT

The Project **OWNER** agrees to serve as the primary "Project Contact" for this project or will delegate this responsibility to a properly licensed and insured contractor and that the Project Contact will bear the responsibilities of the Project Contact as defined on all project plans and documents provided by Housable under this agreement.

OWNERSHIP OF DOCUMENTS

Unless specifically provided by an addendum to this contract, all reports, calculations, estimates, and other documents prepared by **COMPANY** shall remain the property of **COMPANY**. The drawings and specifications from Housable shall be used solely for the construction of this project.

LIMITATION OF LIABILITY

The aggregate liability of **COMPANY** will not exceed the original contracted fee for professional negligence, acts, errors, omissions, breach of contract, or other acts giving rise to liability based upon contract, tort, or statute and **OWNER** agrees to indemnify and hold harmless **COMPANY** from and against all liabilities in excess of the monetary limit established above. "The parties have considered the risks involved and have specifically negotiated this provision".

NO THIRD-PARTY BENEFICIARIES

This Agreement and all related obligations and services are intended for the sole benefit of **OWNER** and **COMPANY** and are not intended to create any third-party rights or benefits except as expressly set forth herein.

INVOICING & PAYMENTS

Invoices for services rendered by the **COMPANY** will be delivered via email and payments will be charged to the payment method associated with the **OWNER** account for the project according to the terms specified in the **Offered Fees & Payments** table. In the event that a payment method is declined, all services will be halted until any outstanding balance is resolved. All payments will be processed via credit or debit card. In event of project termination, suspension, abandonment, **COMPANY** shall be compensated for the services performed up to this point.

SIGNAGE AT CONSTRUCTION SITE

The **COMPANY** shall be allowed to place a small (not greater than 36 inches by 26 inches), promotional sign at the job site in a conspicuous location near the construction entrance. The sign will include **COMPANY**'s company logo and minimal contact information. The sign shall be allowed to remain in place for the duration of the construction or until all other consultants' and contractors' signs are removed, whichever comes first.

MEDIATION & ARBITRATION

The parties agree that mediation & arbitration will be used to resolve claims and disputes before pursuit of any litigation. All claims, and disputes and other matters in question arising out of, or relating to this agreement or the breach thereof may be decided by the Superior Court of California unless the parties mutually agree otherwise. In the event of any litigation between the parties to this agreement, the prevailing party shall be entitled to recover its full and actual attorney fees, court fees and costs as incurred.

STANDARD FEES TABLE

ADU Permit Set Includes*	Add-On Drafting Rates***	Exclusions****
<ul style="list-style-type: none"> - Cover sheet - Site plans - Architectural plans - Electrical plans - Plumbing plans - Mechanical plans - Door schedules - Window schedules - Foundation plans - Framing plans - Title 24 certification - Solar ready design - Revisions ** 	<ul style="list-style-type: none"> Licensed Architect ... \$95 / hour Licensed Engineer ... \$85 / hour Senior Drafter \$65 / hour Junior Drafter \$45 / hour Clerical Services \$35 / hour Printing (24"x32") \$3 / sheet 	<ul style="list-style-type: none"> - Structural engineering - Boundary survey - Topographic survey - Geotechnical report - Arborist reports - Elevation certificate - Historical assessment - Right-of-way permits - Solar plans & specs***** - Variance requests

** Items listed in each ADU Permit Set are included without additional fees beyond the fixed rate offered in this proposal.*

*** Revisions are included in each ADU Permit Set order, up to two cycles of revisions, or 50 total comments. Revisions beyond this are billed at the Junior and Senior drafter "Add-On Rates" outlined in the table shown above.*

**** Fees listed in this section are only billed when a project exceeds the scope of our ADU Permit Set.*

***** Exclusions are listed for services which may be required for some projects, but are outside of the standard scope of the drafting services offered in this agreement.*

****** While all Housable ADU designs are ready to accept solar PV systems, and will include such language as is needed to reach permit approval, the specifications and plans for the make, model and installer should be selected by the Project Owner and their contractor.*