

WINGES DESIGN COUNSELING AGREEMENT Jerry L. Winges, AIA, Architect
1290 Howard Ave. Suite 311, Burlingame, CA 94010
Tel: (650) 343-1101 Fax: (650) 343-1291

Client: _____ Address: _____ Phone: _____

e-mail contact: _____ cell phone: _____

Appointment date _____ time: _____ # hours estimated: _____

nature of counseling: _____

This Letter will serve as our Agreement to provide you with design ideas, technical information, sketches, code review, technical references and resources, budget information, and/or any combination of the above, as is appropriate to your project. The standard terms of this Agreement are as follows:

Fees and Payment:

- Payment is to be made at the conclusion of our counseling session either by cash or check.
- Counseling will be charged at the rate of \$150 dollars per hour (or portion thereof.)
- If you require billing and do not have an active account set up with our firm, counseling will be charged at the rate of \$180 per hour, payment due in 30 days. A late fee of 1-1/2% per month will accrue on any unpaid balance.
- If you decide that at any time during the first half-hour of the introductory meeting that the service is not as advertised or not meeting your needs, you may discontinue the meeting and there will be no charge. If our meeting is discontinued after the first half hour, the time will be charged as used to the nearest 15 minute increment.
- In order to avoid affecting other clients, we ask that you give us 24 hours notice of any need to change the appointment time. Any meeting not canceled 24 hours in advance will be charged one hour of consulting time.

Miscellaneous:

- Drawings, sketches, computations, or any other data provided in the course of counseling shall be considered "instruments of service." You will receive clear and usable copies of any such documents.
- I may make recommendations for services or products. Any such recommendations will be based solely on my evaluation of your needs, and I will receive no payment of any kind from any person or company I recommend.
- In the event of a dispute regarding the services, the dispute shall be submitted to a mediator per the rules of the American Arbitration Association.

Limit of Liability:

- This design counseling service is advisory only. This service does not include complete design services which might entail more extensive review of existing conditions, design development, working drawings, specifications, bid documents, and construction administration. Therefore, the Client shall Indemnify and Hold Harmless the Architect. Any professional or other liability arising out of these services shall be limited to the amount of design counseling fees paid to the Architect.
- Any cost estimates, time estimates or budgets prepared during counseling are very preliminary and are not guarantees of construction costs or time. We take no liability of any kind for these estimates and such estimates should be verified or modified at all further phases as the design evolves.

Additional Services:

- It is my policy to provide a maximum of counseling service in the least amount of time, with no obligation for any future services. If you decide that you wish to receive additional counseling beyond that originally estimated, such service will be provided on the same terms as described in this letter. If more comprehensive design services are desired at a later date, they can be contracted under our standard full services agreement.

To affirm that you have read and understood the terms of this service agreement, please sign one copy of this letter and return it to me prior to our counseling meeting.

Thank You! Very truly yours,

Accepted by:

Jerry L. Winges AIA, Architect

Client signature

date: _____