

What is Included in Our Design Process?

We want to get you the quote for the exact home you want. Our design team does everything to accommodate your dream and we have come up with what we hope is a fair value for your time and money.

First, here is what we include in our quotes included free of charge:

- **One in-person assessment on your site, or up to two zoom sessions** to talk over your vision and collaborate notes for a quote.
- **One free blueprint layout and one revision**
- **One free 3D Rendering with one revision**

If we can get you a quote from this, great! We were able to get you some numbers at no charge for you to review and hopefully we can move forward together!

If you want to do more revisions and tweaking, we can do that but we do require a design retainer of \$300 to make more changes, tweaks and corrections.

Why do you have a design retainer?

We want to make sure our designers are taken care of, and we try to make sure they can get your home drawn out quickly and efficiently. However, sometimes you might come up with some changes, large scale or minor, that need to be addressed after we've already put a solid quote together. So the retainer allows us to pay them up to another 10-15 hours worth of work to make sure they get you exactly the look you want to.

What happens if you don't need to use up the whole retainer to finish up my designs?

Don't worry, any leftover funds from the retainer will apply towards the cost of the official engineer certified plans if you guys choose to move forward with the home build.

Our goal is to get you an accurate quote and a 3D rendering that will show you what you're getting in your package from Timber Mountain Homes. We think that building dreams has to begin with something you can see and walk through. You're about to make the most important investment you can make, and we want you to make sure you have accurate information, an accurate vision, and an attainable plan before you make this decision.



TIMBER MOUNTAIN
HOME PACKAGES



Design Retainer Contract

This simple contract is a recognition of an ongoing project in the design phase at **Carlisle Milling Company** and **Timber Mountain Homes** with _____ to continue to amend and produce the base design for the aforementioned's timber construction project.

SERVICES

Included within this agreement, CMC and TMH will provide the following services:

- Amendments to the previous quote by changing design features, such as but not limited to, floorplan, sizes, timber layout, etc.
- As many reference images, adjustments, and changes as are included within the hourly rate.
- Electronic or in-person meetings as agreed by the client and designer

TERM OF AGREEMENT

- The term of this Agreement (the "Term") will begin on the date of this Agreement and will remain in full force and effect indefinitely until terminated as provided in this Agreement.
- In the event that either Party wishes to terminate this Agreement, that Party will be required to provide three days' written notice to the other Party.
- In the event that either Party breaches a material provision under this Agreement, the non-defaulting Party may terminate this Agreement immediately and require the defaulting Party to indemnify the non-defaulting Party against all reasonable damages.
- This Agreement may be terminated at any time by mutual agreement of the Parties.
- Except as otherwise provided in this Agreement, the obligations of the Contractor will end upon the termination of this Agreement.

CURRENCY

- ❑ Except as otherwise provided in this Agreement, all monetary amounts referred to in this Agreement are in USD (US Dollars).

COMPENSATION

- ❑ The Contractor will charge the Client for the Services at the rate of \$20.00 per hour (the "Compensation").
- ❑ A deposit of \$300.00 (the "Deposit") is payable by the Client upon execution of this Agreement.
- ❑ For the remaining amount, the Contractor will invoice the Client every week.
- ❑ Invoices submitted by the Contractor to the Client are due upon receipt.
- ❑ The Contractor will not be reimbursed for any expenses incurred in connection with providing the Services of this Agreement.

CONFIDENTIALITY

- ❑ Confidential information (the "Confidential Information") refers to any data or information relating to the business of the Client which would reasonably be considered to be proprietary to the Client including, but not limited to, accounting records, business processes, and client records and that is not generally known in the industry of the Client and where the release of that Confidential Information could reasonably be expected to cause harm to the Client.
- ❑ The Contractor agrees that they will not disclose, divulge, reveal, report or use, for any purpose, any Confidential Information which the Contractor has obtained, except as authorized by the Client or as required by law. The obligations of confidentiality will apply during the Term and will survive indefinitely upon termination of this Agreement.
- ❑ All written and oral information and material disclosed or provided by the Client to the Contractor under this Agreement is Confidential Information regardless of whether it was provided before or after the date of this Agreement or how it was provided to the Contractor.

DEPOSIT

- The \$300 covers a full 15 hours of more design time with the designers at CMC and TMH. After the retainer is spent the client will be billed weekly at the hourly rate of \$20.

OWNERSHIP OF INTELLECTUAL PROPERTY

All intellectual property and related material (the "Intellectual Property") that is developed or produced under this Agreement, will be the property of the Contractor. The Client is granted a non-exclusive limited-use license of this Intellectual Property.

Title, copyright, intellectual property rights and distribution rights of the Intellectual Property remain exclusively with the Contractor.

RETURN OF PROPERTY

Upon the expiration or termination of this Agreement, the Contractor will return to the Client any property, documentation, records, or Confidential Information which is the property of the Client.

CAPACITY/INDEPENDENT CONTRACTOR

In providing the Services under this Agreement it is expressly agreed that the Contractor is acting as an independent contractor and not as an employee. The Contractor and the Client acknowledge that this Agreement does not create a partnership or joint venture between them, and is exclusively a contract for service. The Client is not required to pay, or make any contributions to, any social security, local, state or federal tax, unemployment compensation, workers' compensation, insurance premium, profit-sharing, pension or any other employee benefit for the Contractor during the Term. The Contractor is responsible for paying, and complying with reporting requirements for, all local, state and federal taxes related to payments made to the Contractor under this Agreement.

RIGHT OF SUBSTITUTION

Except as otherwise provided in this Agreement, the Contractor may, at the Contractor's absolute discretion, engage a third party sub-contractor to perform some or all of the obligations of the Contractor under this Agreement and the Client will not hire or engage any third parties to assist with the provision of the Services.

In the event that the Contractor hires a sub-contractor:

- the Contractor will pay the sub-contractor for its services and the Compensation will remain payable by the Client to the Contractor.
 - for the purposes of the indemnification clause of this Agreement, the sub-contractor is an agent of the Contractor.

AUTONOMY

24. Except as otherwise provided in this Agreement, the Contractor will have full control over working time, methods, and decision making in relation to provision of the Services in accordance with the Agreement. The Contractor will work autonomously and not at the direction of the Client. However, the Contractor will be responsive to the reasonable needs and concerns of the Client.

EQUIPMENT

25. Except as otherwise provided in this Agreement, the Contractor will provide at the Contractor's own expense, any and all tools, machinery, equipment, raw materials, supplies, workwear and any other items or parts necessary to deliver the Services in accordance with the Agreement.

NO EXCLUSIVITY

26. The Parties acknowledge that this Agreement is non-exclusive and that either Party will be free, during and after the Term, to engage or contract with third parties for the provision of services similar to the Services.

This agreement is signed agreeing to the terms laid out above, between the parties.

Signed:

Client

Date

Brian Ballard, Owner

Date

Carlisle Milling Company DBA Timber Mountain Homes