



PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT IS HEREBY ENTERED INTO BY AND BETWEEN EZ PLANS, INC. AND THE CLIENT NAMED BELOW, AND IS EFFECTIVE UPON RECEIPT BY EZ PLANS OF THE DEPOSIT AGREED TO HEREIN BY CLIENT. EZ PLANS AND CLIENT ARE HEREAFTER REFERRED TO AS THE "PARTIES." THIS AGREEMENT IS AN OFFER TO CLIENT TO CONTRACT EZ PLANS FOR SPECIFIC SERVICES AND SUCH OFFER EXPRESSLY LIMITS ACCEPTANCE BY THE CLIENT TO THE TERMS SET FORTH HEREIN.

CLIENT NAME:

PROPERTY ADDRESS:

SERVICES

EZ PLANS AGREES TO PROVIDE CLIENT THE SERVICES SELECTED HEREUNDER RELATING TO PROPOSED RENOVATIONS AT THE ABOVE PROPERTY ADDRESS, SUBJECT TO CLIENTS FULL AND TIMELY PERFORMANCE OF HIS OR HER DUTIES AND OBLIGATIONS SET FORTH HEREIN:



EXISTING FLOOR AREA

- <2,000 SQ FT <3,000 SQ FT \$4,490 PACKAGE
- \$1,250 \$1,490 INCLUDED**

EZ PLANS AGREES TO MEASURE THE EXISTING PROPERTY AND PRODUCE A SET OF AS-BUILT PLANS ACCORDING TO ARCHITECTURAL INSTITUTE OF AMERICA (AIA) STANDARDS, INCLUDING SITE PLAN, FLOOR PLAN AND EXTERIOR ELEVATIONS OF EXISTING BUILDINGS. AS-BUILT PLANS SHALL INCLUDE LOCATION OF DOORS, WINDOWS, STAIRS, DECKS, PLUMBING FIXTURES AND MECHANICAL EQUIPMENT. EZ PLANS AGREES TO COMPLETE THE AS-BUILT PLANS WITHIN 48-HOURS AFTER SITE MEASUREMENT IS COMPLETED. CLIENT AGREES TO BE PRESENT AT THE PROPERTY AND TO PROVIDE EZ PLANS UNRESTRICTED ACCESS TO THE PROPERTY AT THE SCHEDULED APPOINTMENT TIME. AN ADDITIONAL CHARGE OF \$0.25 /SQ FT WILL APPLY TO ANY FLOOR AREA MEASURED OVER 3,000 SQ FT.



REMODEL FLOOR AREA

- <1,000 SQ FT >1,000 SQ FT \$4,490 PACKAGE
- \$1,500 \$1,790 INCLUDED**

EZ PLANS AGREES TO PROVIDE CLIENT THREE SEPARATE HOURS OF DESIGN CONSULTATION, THE FIRST SUCH HOUR TO BE PROVIDED ON-SITE. THE SECOND AND THIRD HOURS TO BE PROVIDED AT A DESIGNATED EZ PLANS DESIGN STUDIO. EZ PLANS AGREES TO PROVIDE CLIENT THREE HAND SKETCHED DESIGN LAYOUT OPTIONS FOR CONSIDERATION. CLIENT AGREES TO REQUEST AND SIGN OFF ON ANY FINAL DESIGN CHANGES, DEFINED AS ANY CHANGE IN LOCATION OF WALLS, DOORS, WINDOWS OR STAIRS, DURING THE THIRD HOUR OF SCHEDULED DESIGN CONSULTATION. CLIENT AGREES TO PAY FOR ANY ADDITIONAL DESIGN CONSULTATION REQUESTED AT THE HOURLY DESIGN CONSULTATION RATE PUBLISHED IN EZ PLANS CURRENT PRICE SCHEDULE.



TOTAL FLOOR AREA

- <2,000 sq FT **\$1,750**
- >2,000 sq FT **\$1,990**
- \$4,490 PACKAGE **INCLUDED**

EZ PLANS AGREES TO PROVIDE THREE SETS OF TYPE V CONSTRUCTION DRAWINGS FOR THE PROPOSED RENOVATION CONSISTING OF FLOOR PLANS SHOWING EXISTING, TO-BE-REMOVED AND NEW WALLS, DOORS, WINDOWS, STAIRS, DECKS, PLUMBING FIXTURES AND MECHANICAL EQUIPMENT, AND WILL INCLUDE FOUNDATION PLANS, ROOF FRAMING PLANS AND ANY OTHER STRUCTURAL DETAILS REQUIRED FOR CITY PLAN CHECK AND PERMITTING. EZ PLANS ALSO AGREES TO PROVIDE NON-STRUCTURAL DETAILS INCLUDING ELECTRICAL AND LIGHTING LAYOUTS, WINDOW AND DOOR SCHEDULES, CROSS-SECTIONAL DETAILS, AND TITLE-24 ENERGY CALCULATIONS. CLIENT UNDERSTANDS THAT ENGINEERING DRAWINGS MAY BE REQUIRED, AND AGREES THAT PAYMENT FOR SUCH DRAWINGS IS NOT INCLUDED IN THIS AGREEMENT AND WILL BE PAID FOR DIRECTLY BY THE CLIENT.



- CHECK HERE TO ORDER **\$490**
- \$4,490 PACKAGE **INCLUDED**

EZ PLANS AGREES TO EXPEDITE SUBMISSION OF FINAL CONSTRUCTION DRAWINGS FOR CITY PLAN CHECK AND PERMITTING, AND ALL REVISIONS REQUIRED BY THE CITY ARE INCLUDED IN THIS AGREEMENT. CLIENT UNDERSTANDS THAT EZ PLAN'S PERMIT APPROVAL GUARANTEE SPECIFICALLY EXCLUDES PERMIT DENIALS BY CITY PERMITTING AUTHORITIES FOR CAUSES THAT COULD NOT HAVE REASONABLY BEEN FORESEEN BY EZ PLANS PRIOR TO SUBMISSION OF CLIENTS PERMIT APPLICATION. CLIENT UNDERSTANDS THAT CITY PLAN CHECK AND PERMITTING FEES ARE NOT INCLUDED IN THIS AGREEMENT AND THAT PAYMENT OF SUCH FEES WILL BE PAID FOR DIRECTLY BY THE CLIENT.



- CHECK HERE TO ORDER **NO CHARGE**
- \$4,490 PACKAGE **INCLUDED**

EZ PLANS AGREES TO POST CLIENTS PERMITTED CONSTRUCTION DRAWINGS ON EZ PLANS SECURE WEB-SITE FOR VIEWING BY LICENSED CONTRACTORS UNTIL SUCH TIME AS CLIENT RECEIVES THREE INDEPENDENT CONSTRUCTION BIDS FOR THE PROPOSED RENOVATION OR UNTIL CLIENT INSTRUCTS EZ PLANS TO REMOVE SUCH PLANS FROM ITS WEBSITE, WHICHEVER OCCURS SOONER. CLIENT UNDERSTANDS THE POSTING OF SUCH DRAWINGS IS AN OPTIONAL SERVICE PROVIDED BY EZ PLANS AS A COURTESY TO ASSIST CLIENT IN OBTAINING A RELIABLE COST ESTIMATE FOR THE PROPOSED RENOVATION. CLIENT AGREES THAT INTERESTED CONTRACTORS WILL BE FREE TO CONTACT CLIENT DIRECTLY TO DISCUSS AND PRESENT THEIR BIDS AND THAT EZ PLANS IS NOT RESPONSIBLE OR LIABLE FOR DAMAGES ARISING FROM OR RELATED TO THE PERFORMANCE OF SUCH CONTRACTORS.

PAYMENT

CLIENT AGREES TO PAY EZ PLANS AN INITIAL DEPOSIT EQUAL TO 50% OF THE COST OF EACH INDIVIDUAL SERVICE SELECTED ABOVE PRIOR TO COMMENCEMENT OF SUCH SERVICE. THE BALANCE TO BE PAID FOR EACH SERVICE IS DUE UPON COMPLETION SUCH SERVICE. EZ PLANS AGREES TO PROVIDE CLIENT WITH EZ BIDS SERVICE AT NO COST ONLY IF SELECTED ABOVE. PRICES FOR THE SERVICES ORDERED ABOVE ARE CALCULATED ACCORDING TO PRICES PUBLISHED IN EZ PLANS CURRENT PRICE SCHEDULE. CLIENT UNDERSTANDS THAT EZ PLANS IS NOT OBLIGATED TO PROVIDE ANY SERVICES FOR WHICH CLIENT HAS NOT PAID AN INITIAL 50% DEPOSIT AS REQUIRED UNDER THIS AGREEMENT. CLIENT AGREES TO PAY 50% OF THE TOTAL COST OF THE ALL-INCLUSIVE PACKAGE PRICE WHEN TAKING ADVANTAGE OF THIS SPECIAL OFFER WITH THE BALANCE TO BE PAID UPON COMPLETION OF SERVICE, DEFINED AS THE ISSUANCE OF A CONSTRUCTION PERMIT.

OWNERSHIP OF MATERIALS

EZ PLANS AGREES THAT ALL FINAL COPIES OF DESIGNS AND PLANS DEVELOPED OR CREATED FOR CLIENT PURSUANT TO THIS AGREEMENT SHALL, UPON DELIVERY TO CLIENT, BE ASSIGNED TO CLIENT AND THEREAFTER BECOME CLIENT'S SOLE AND EXCLUSIVE PROPERTY, HOWEVER CLIENT HEREBY GRANTS EZ PLANS THE RIGHT TO USE SUCH DESIGNS AND PLANS FOR MARKETING PURPOSES. IN ADDITION, CLIENT HEREBY GRANTS EZ PLANS THE RIGHT TO ERECT AN ARCHITECTURAL SIGN ON THE SUBJECT PROPERTY DURING THE CONSTRUCTION PERIOD, WHICH EZ PLANS AGREES TO REMOVE UPON COMPLETION OF CONSTRUCTION OR WHENEVER SO REQUESTED BY CLIENT.

TERM AND TERMINATION

THIS AGREEMENT BECOMES EFFECTIVE UPON RECEIPT BY EZ PLANS OF THE DEPOSIT AGREED TO HEREIN BY CLIENT AND SHALL CONTINUE UNTIL EZ PLANS COMPLETES ITS PERFORMANCE OF THE SERVICES ORDERED AND PAID FOR IN FULL BY CLIENT. NOTWITHSTANDING THE FOREGOING, EZ PLANS MAY SOONER TERMINATE THIS AGREEMENT AND HAVE NO FURTHER OBLIGATION TO CLIENT IN THE EVENT OF ANY BREACH BY CLIENT OF ITS OWN OBLIGATIONS PURSUANT TO THIS AGREEMENT. THE LIMITATIONS OF LIABILITY AND ALL OF CLIENT'S INDEMNITY OBLIGATIONS AND DUTIES HEREUNDER SHALL SURVIVE ANY TERMINATION OF THIS AGREEMENT.

INDEMNITY

CLIENT AGREES TO INDEMNIFY, DEFEND AND HOLD HARMLESS EZ PLANS AND IT'S PRESENT, FORMER AND FUTURE PARENTS, SUBSIDIARIES, DIVISIONS, AFFILIATES, INSURERS AND SUCCESSORS-IN-INTEREST, AND EACH OF ITS OFFICERS, DIRECTORS, EMPLOYEES, SHAREHOLDERS, REPRESENTATIVES AND AGENTS, FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, ACTIONS, SUITS, CAUSES OF ACTIONS, LOSSES, COSTS, EXPENSES, LIABILITIES, FINES, PENALTIES, ORDERS, JUDGMENTS AND DAMAGES, ARISING FROM OR RELATED TO, DIRECTLY OR INDIRECTLY, THE FOLLOWING: (1) ANY BREACH OF THIS AGREEMENT (2) ANY BODILY INJURY OR PROPERTY DAMAGE AT THE SITE, UNLESS SUCH INJURY OR DAMAGE DIRECTLY RESULTS FROM EZ PLANS NEGLIGENCE OR WILLFUL MISCONDUCT, IF ANY.

LIMITATION OF LIABILITY

IN RECOGNITION OF THE RELATIVE RISKS AND BENEFITS OF THE SERVICES TO BE PROVIDED TO CLIENT HEREUNDER FOR PURPOSES OF THE PROPOSED RENOVATIONS AT THE SUBJECT PROPERTY, CLIENT AGREES THAT UNDER NO CIRCUMSTANCES SHALL EZ PLANS LIABILITY TO CLIENT UNDER THIS AGREEMENT OR UNDER ANY APPLICABLE STATUTORY OR COMMON LAW EXCEED THE TOTAL AMOUNT OF THE FEES PAID TO EZ PLANS UNDER THIS AGREEMENT, AND IN NO EVENT SHALL EZ PLANS BE LIABLE FOR ANY INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES OR LOSSES WHATSOEVER (INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS AND INTERRUPTION OF ANY BUSINESS) ARISING OUT OF OR RELATED TO ANY ACT AND/OR OMISSION BY EZ PLANS. BY ENTERING INTO THIS AGREEMENT, CLIENT ACKNOWLEDGES AND AGREES THAT THIS LIMITATION OF LIABILITY CLAUSE HAS BEEN REVIEWED AND UNDERSTOOD, AND IS A MATERIAL PART OF THIS AGREEMENT, AND THAT WITHOUT SUCH A LIMITATION OF LIABILITY CLAUSE THIS AGREEMENT WOULD NOT HAVE BEEN ENTERED INTO BY EZ PLANS.

ARBITRATION

EXCEPT FOR ANY COLLECTION ACTION EZ PLANS CHOOSES TO FILE IN THE SMALL CLAIMS DIVISION OF THE CALIFORNIA SUPERIOR COURT, SHOULD ANY DISPUTE ARISE BETWEEN THE PARTIES CONCERNING ANY INTERPRETATION OR ENFORCEMENT OF THIS AGREEMENT, THE PARTIES AGREE THAT SUCH DISPUTE SHALL BE REFERRED TO BINDING ARBITRATION CONDUCTED BY THE AMERICAN ARBITRATION ASSOCIATION. ANY AWARD OF THE ARBITRATOR(S) SHALL BE FINAL AND BINDING AND MAY BE ENTERED IN ANY COURT HAVING JURISDICTION THEREOF. THE PARTIES AGREE THAT WHOEVER FILES FOR ARBITRATION SHALL BE RESPONSIBLE FOR ADVANCING THE COSTS OF SUCH ARBITRATION.

CHOICE OF LAW

THIS AGREEMENT AND ITS VALIDITY, CONSTRUCTION AND ENFORCEABILITY SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH LAWS OF THE STATE OF CALIFORNIA.

ENTIRE AGREEMENT

THIS AGREEMENT CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES, AND SUPERSEDES ANY AND ALL PRIOR COMMUNICATIONS, REPRESENTATIONS, PROPOSALS AND AGREEMENTS, EITHER WRITTEN OR ORAL BETWEEN THE PARTIES.

COUNTERPARTS

THIS AGREEMENT MAY BE EXECUTED IN ONE OR MORE COUNTERPARTS, EACH OF WHICH SHALL BE DEEMED AN ORIGINAL, BUT ALL OF WHICH TOGETHER SHALL CONSTITUTE ONE AND THE SAME INSTRUMENT.

THE PARTIES HERETO HAVE DULY EXECUTED THIS AGREEMENT TO BE EFFECTIVE AS OF THE DATE FIRST WRITTEN BELOW, SUBJECT ONLY TO RECEIPT BY EZ PLANS OF THE DEPOSIT PAYMENT AGREED TO HEREIN BY CLIENT.

EZ PLANS, INC.

CLIENT

BY: _____

BY: _____

NAME: _____

NAME: _____

DATE: _____

DATE: _____