Romanelli & Hughes Building Co.

148 W. Schrock Rd.
Westerville, Ohio 43081
Phone: 614-891-2042
Web: rh-homes.com

# DESIGN RETAINER AGREEMENT – CUSTOM

This Agreement is entered into as of the date set forth below by and between Romanelli and Hughes Building Company (R&H) and jointly and severally by those designated below as the Buyers (Buyers).

In consideration of the mutual covenants contained herein, Buyers and R&H agree to the following terms and conditions:

The undersigned hereby retains R&H to prepare plans and specifications for proposed construction of a custom-built home. Upon signing the Design Retainer Agreement and payment of the Design Retainer Fee set forth below, the design process will commence, and subsequent meetings will be proposed to review the design as developed.

Our design services include:

- Planning meetings
- Needs analysis
- Exterior elevations(s)
- lot review & selection
- floor plan layout(s)
- up to 2 minor revisions to preliminary design

(Note: An initial consultation meeting in our showroom or model home is at no charge. This meeting is aimed at listening to your needs, educating you on our services and process; and initiating a working relationship.)

The Design Retainer Fee is for preliminary design services for custom homes. Design services are billed at $125.00/hr. If preliminary design is terminated the retainer fee less design services shall be refunded.

**Design Development Fee:** Upon approval of the schematic design, a design development fee will be required to be paid to develop a set of drawings to be used in securing bids for a preliminary project budget.

Once our standard home construction agreement is executed, the Design Retainer Fee and Design Development fee shall be credited toward your deposit for that agreement. We will complete a full set of construction documents for the use in securing a building permit, and ultimately construction of your new home.

**Additional Fees:** In the event modifications are requested to the home design **after** a signed construction agreement is executed, the Buyers agree to pay R&H a Revision Fee for such modification(s).

**Retainer Amount:** **$5,000.00**

**Design Development Fee:** **$2.50 per sq. ft. (less retainer)**

***Revision Fee:*** *$500 min. –TBD based on extent of revisions. Our fee for revisions will apply when more than 2 modifications are requested to the home design or after design the concept drawings are signed and approved.*

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**ADDITIONAL PROVISIONS:**

1. ***Buyers acknowledge and agree that designs and plans are provided for the fair use of the Buyers executing this agreement, but remain the exclusive property of Romanelli & Hughes Building Co. and cannot be used, duplicated or altered without R&H's written permission.*** _____/_____
   ***Buyer's initials*** ***Buyer's initials***

2. **DEPOSIT:** If the Buyers and R&H enter into a purchase agreement within 30 days after R&H notifies the Buyers of completion of the design, the Design Retainer Fee and Design Development Fee shall be used as a credit towards the deposit required under the building contract. If the Buyers and R&H do not enter into a building contract within such 30 day period, then R&H shall retain the fees as payment for services rendered under this Agreement.
3. **DESIGN DEVELOPMENT FEE:** R&H shall notify the Buyers of the requirement to more substantially complete the design drawings in order to complete the pricing towards a building contract. This is a non-refundable fee and does not infer ownership of the design and drawings by the Buyers. All designs and drawings remain the property of the Seller.
4. **REVISION FEE:** R&H shall notify the Buyers when design parameters exceed the initial design concepts and for which a non-refundable revision fee will be required to be paid by the Buyers before R&H continues with the design.
5. **AGREEMENT COMPLETE:** This Agreement fully and completely sets forth the agreement between the Buyers and R&H. The Buyers acknowledge that R&H has made no representations or other commitments to the Buyers except as contained herein.

The undersigned hereby accept and agree to be bound by the terms and conditions set forth herein.

_____ ROMANELLI & HUGHES BUILDING CO.
BUYER DATE

_____ BY: _____
BUYER DATE

_____ 148 W. SCHROCK ROAD
BUYERS ADDRESS WESTERVILLE, OHIO 43081

_____ (614) 891-2042
PHONE NUMBER