

# Romanelli & Hughes Building Co.

148 W. Schrock Rd.  
Westerville, [State] 43081  
phone: 614-891-2042  
Web: rh-homes.com

## LOT RESERVATION AND DESIGN RETAINER AGREEMENT

Buyer(s) \_\_\_\_\_

Community/Lot Number \_\_\_\_\_

Date \_\_\_\_\_ Deposit \$5,000.00 (Five Thousand Dollars) \_\_\_\_\_

Realtor? Yes No Realtor's Name/Brokerage: \_\_\_\_\_

This Agreement is entered into as of the date set forth below by and between Romanelli and Hughes Building Company, (Seller), and jointly and severally by those designated below as the Buyers, (Buyers), who hereby agree as follows:

1. **RESERVATION OF LOT** – Seller hereby reserves for the Buyers the exclusive right to enter into a Purchase Agreement, (The “Purchase Agreement”), with the Seller for the sale to the Buyers of the lot designated above, and construction of a residence thereon by the Seller. Such Purchase Agreement must be acceptable to the Buyers and the Seller.
2. **DEPOSIT** – The Buyers have deposited with the Seller the amount set forth above as the deposit, (the “Deposit”). If the Buyers and the Seller enter into a Purchase Agreement within 30 days after the Seller notifies Buyers that lot/lots are developed and ready for delivery, the deposit shall be used as part of the deposit required under the Purchase Agreement. If the Buyers and Sellers do not enter into a Purchase Agreement within such 30 day period, the Seller shall immediately return the deposit to the Buyers if applicable, less \$1,000 for Administrative Fees and less the Design Retainer Fee if applicable (see attached Addendum “A”) which Buyers authorize to be deducted from deposit. This Agreement shall terminate, and Seller shall be free to sell the lot to another party.
3. **ASSIGNMENT** – This Agreement may not be assigned or transferred by the Buyers.
4. **AGREEMENT COMPLETE** – This Agreement fully and completely sets forth the Agreement between the parties and the Buyers acknowledge that the Seller has made no representations or other commitments to the Buyers except as are contained herein.
5. **DESIGN RETAINER FEE** – Buyer agrees to the Design Retainer Fee indicated in the attached Addendum “A”. If the Buyers and the Seller enter into a Purchase Agreement this Retainer Fee shall be applied toward the Deposit required under the standard Agreement to Construct the Home. The Design Retainer Fee is non-refundable.

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

\_\_\_\_\_

BUYER DATE

\_\_\_\_\_

BUYER DATE

**ROMANELLI & HUGHES BUILDING CO.**

BY: \_\_\_\_\_  
New Home Consultant

\_\_\_\_\_  
STREET ADDRESS

\_\_\_\_\_  
CITY STATE ZIP

\_\_\_\_\_  
PHONE NUMBER(S)

\_\_\_\_\_  
EMAIL ADDRESS

\_\_\_\_\_  
EMAIL ADDRESS

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## ADDENDUM "A"

### DESIGN RETAINER AGREEMENT - CUSTOM

**Romanelli & Hughes Building Co. design retainer**, is a non-refundable fee which represents payment for preliminary design services for custom homes.

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 at our home office 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.

Upon signing the Lot Deposit & Design Retainer Form, our design process will commence and subsequent meetings will be proposed to review the design as developed.

**Design Development Fee:** Upon approval of the schematic design, a design development fee will be requested 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 Romanelli & Hughes Building Co. a Revision Fee for such modification(s).

**Retainer Amount:** **\$2,500.00**

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

**Revision Fee:** \$500.00 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.

#### ADDITIONAL PROVISION:

*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*

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## DESIGN PROCESS:

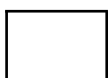
The following outline is provided to provide all parties realistic expectations of the design and permit process:

### Time Estimates:

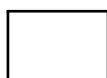
- **Preliminary design**  
Allow two (2) weeks  
(to be confirmed with designer prior to committing time line to client.) This time begins once the design department or outside designer meets with the client. Scheduling will be discussed with client at this meeting. **NOTE: Preliminary design changes may take anywhere from one day to one week depending upon scope and current work load.**
  
- **After contract has been signed AND Preliminary designs approved**  
(Preliminary drawings include
  - all floor plans
  - exterior elevations
  - site plan**NOTE: All preliminary drawings must be signed off by homeowner, sales associate and management.**
  - Two weeks to prepare drawings for bid (will submit for final site during this stage)
  - Two weeks for bid to receive lumber, trusses, final site and energy forms
  - One week for DESC and zoning (will try to do this during bid process if final site plan is received in time)
  - Three weeks for building permit, allow four weeks for Dublin and six weeks for New Albany.

### Revisions:

There will be design drawing and/or permit fees for all drawing changes after the drawings have been signed off. Fees will be determined by the extent of the requested revisions and where the house is in the design/permit process. **NOTE: All changes will need to be signed off by the homeowner and management.**



*Buyer's initials*



*Buyer's initials*