



*Our Family Working Together with Yours*

2243 Rock Spring Road • Forest Hill, MD 21050 • Phone: 410.420.0740 • Fax: 410.420.0102  
www.twellis.com • MHBR#3599 • MHIC#49977

## DESIGN CONSULTATION SERVICES AGREEMENT

---

Date:

Owner Name/Email:

Project Address:

City/State/Zip Code:

### PROJECT DESCRIPTION:

**T.W. Ellis, LLC** (the "Consultant") and \_\_\_\_\_ (the "Owner") of the Property listed above, in exchange for the consideration provided below, hereby enter into this Agreement on the following terms and conditions:

1. After receiving the Design Fee, Consultant shall commence its design consulting services, which includes meeting with the Owner regarding the project. If the project is a remodel, renovation or addition to an existing home, Owner shall provide to Consultant any and all original plans, specifications, drawings or other documents which reflect the original construction of Owner's home.
2. Standard of Care. Consultant shall provide design services for the Owner as described in this Agreement in a manner consistent with locally accepted standards for professional skill and care under similar conditions in the area.
3. Scope of Services. After conferring with Owner and reviewing any necessary documents, Consultant shall thereafter prepare a Scope of Work to be completed for the construction project and shall prepare such preliminary drawings, renderings, plans or specifications, as necessary, to accurately reflect the Owner's directions. Consultant shall also provide Owner with a written estimate of the cost of the construction.
4. Design Fee. Owner shall pay to Consultant a fee of \$85.00 per hour not to exceed \_\_\_\_\_ in exchange for Consultant's design services. The Design Fee is payable in advance.

If Consultant requires less time to perform the services, Owner shall receive a credit. If additional hours are required, Consultant will notify Owner in advance so that you can budget accordingly. The additional fees are non-refundable and are due upon receipt of the invoice. Should Consultant incur expenses, including attorney's fees, for payment collection or otherwise to enforce the Owner's payment obligations, Owner shall be liable to Consultant for all such costs upon demand.

5. Construction Agreement. Owner acknowledges that if Owner contracts with Consultant for the construction of the Project, the parties will execute a separate Construction Agreement. A copy of the Construction Agreement is attached hereto as Exhibit A. The Design Fee paid shall be credited to the Construction Agreement. If Owner elects, instead of receiving the credit set forth in paragraph 4, the amount will be applied to the Construction Cost.

6. Termination. In the event of termination of this Agreement by either party for any reason, Consultant shall be compensated for all services performed and all expenses incurred through the date of termination.

7. Dispute Resolution. The Parties agree to engage in good faith discussions to resolve all disputes prior to filing or instituting any legal or alternative dispute resolution proceeding. The parties agree to participate in mediation as a condition precedent to litigation. The parties shall select a mediator, and mediator fees and expenses shall be borne equally. If mediation is unsuccessful, any controversy or claim shall be settled by formal litigation in a court of competent jurisdiction in Harford County, MD. The prevailing party in litigation shall be entitled to recover its attorneys' fees, consultant fees, expert witness fees and Court costs from the non-prevailing party. **Each party waives any and all right to a trial by jury.** **Owner Initials** \_\_\_\_\_ / \_\_\_\_\_

8. Miscellaneous.

a. Governing Law: This Agreement shall be governed by and interpreted according to the laws of the State of Maryland without regard to any conflict or choice of law rule.

b. Construction: This Agreement shall be construed without regard to any presumption or other rule requiring construction against the Party who caused it to be drafted. Owner has read this Agreement and had the opportunity to consult with counsel prior to signing.

c. Headings: The headings used in this Agreement are for ease of reference only and shall not be relied upon or cited for any other purpose.

d. Mutual Waiver of Consequential Damages: The Parties waive the right to recover consequential damages arising from claims, disputes or other matters arising out of this Agreement and the Project.

e. Entire Agreement, Severability, and Modification: This Agreement represents and contains the entire agreement between the Parties. Prior discussions or verbal representations by Consultant or Owner that are not contained in this Agreement are not a part of this Agreement. In the event that any provision of this Agreement is at any time held by a Court to be invalid or unenforceable, the parties agree that all other provisions of this Agreement will remain in full force and effect. Any modification of this Agreement must be made in writing and executed by Owner and Consultant in order to be valid and binding upon the parties.

f. Independent Contractor. Nothing herein shall be construed to create an employment relationship or the relationship of partners, principal and agent, or joint-venture partners between the Parties. Consultant is an independent contractor and not an agent or employee of Owner.

**Acceptance of Agreement:**

T.W. ELLIS, LLC

\_\_\_\_\_  
Owner Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Tim Ellis, President

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Owner Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name