



Red Suspenders Timber Frames Inc. Design and Consulting Agreement

This Agreement is entered into on this day the ____ of ____, 2009 by and between **Red Suspenders Timber Frames, Inc.**; 4418 CR 256, Nacogdoches Texas 75965 (hereinafter "Company") and _____, _____ (hereinafter "Client") for the purpose of designing a residential or other timber frame structure and consulting with Client on said structure.

The Company will begin design work as soon as possible and will conduct such work in a professional and workmanlike manner. The Company will begin with schematic drawings and proceed through to completion of necessary construction documents. Each phase of the design will be presented to the Client for review and approval before the Company will proceed with the next phase. All drawings and other documentation of the project will remain the property of the Company but the Company agrees that it will not use or distribute such materials for other projects without the written consent and approval of the Client.

For said services the Client agrees to pay the Company \$75.00/hour and reimburse the Company for usual and customary expenses incurred as a direct result of working on the Client's design. Such expenses will include but not be limited to travel costs associated with a site visit, postage and/or shipping of documents and other materials, long distance phone charges and charges for copying services for drawings and other documents required for the design. Services of engineers or other professional assistance required by the Company to properly execute the design will be reimbursable expenses if the need for such services has been agreed to in advance by the Client. No ordinary office, equipment or overhead expenses are reimbursable to the Company. Billings for services will be monthly or less often as needed. The Client agrees to pay such bills promptly. The Client further agrees to work closely with the Company in creation of this design and respond in a reasonable time with comments and suggestions. A 20 hour (\$1,500) retainer will be required by the Company upon the execution of this agreement. Such retainer will be applied to the last payment owed the Company by the Client at the completion or termination of this Agreement.

This Agreement is terminatable at will by either party with written notice to the other party given to the address appearing above. Should either party terminate the Agreement the Company will make available to the Client all drawings and documentation for which the Client has fully paid and the Client will have the right to use the drawings and documents in completing the design or for construction of the residence. Upon Termination of this Agreement, Client fully releases the Company from any and all proceedings or obligations, known or unknown, present and future.

This Agreement constitutes the entire agreement between the Company and the Client and is governed by the laws of the State of Texas.

Now therefore for the considerations and pledges made here in, both parties do hereby agree to abide by the terms of this Agreement;

For Red Suspenders Timber Frames Inc.

For the Client
