DESIGN RETAINER AGREEMENT

Between

CREAM CITY CONSTRUCTION, INC.

3112 West Highland Boulevard Milwaukee, WI 53208

Hereinafter referred to as “BUILDER” and

CLIENT’S NAME: [ ]

HOME ADDRESS: [ ]

TELEPHONE: [ ]

E-MAIL ADDRESS: [ ]

PROJECT SITE: Same as above

Hereinafter referred to as “OWNER”.

Owner engages Builder to provide the following “Design Services” for the Project Site in accordance with the Terms and Conditions of this Agreement:

TERMS AND CONDITIONS

1. A non-refundable deposit is being paid in the amount of: **$****[ ] .00**
2. At the completion of the project, the above aforementioned payment will be deducted from the Final Draw Amount.
3. Builder’s services to include the following “**Design Services**”:
* Field measure the areas that are to be remodeled and/or added onto.
* Generate (1) preliminary sketch showing the First Floor plan of the area that is to be remodeled and/or added onto.
* Generate (1) preliminary sketch showing the Second Floor plan of the area that is to be remodeled and/or added onto.
* Generate (1) Preliminary sketch showing the interior elevations of the area that is to be remodeled and/or added onto.
* Provide (1) summary of work to be included with a preliminary lump-sum cost estimate.

(Note: Above Design Services include (1) minor alteration to aforementioned items. If additional sketches, research or cost options for the above items are requested by the Owners, those services will be charge at a rate of $75.00 per hour. If additional services are required outside the scope of this Contract, those services will be transacted as a separate “Design Retainer Agreement” (as defined in Changes Outside The Scope of This Contract).

1. Upon signing our “Remodeling Construction Agreement”, the above sketches will be developed into construction drawings and final specifications. The sketches will remain in the Builder’s possession until our “Remodeling Construction Agreement” or Contract is signed.
2. Builder’s estimated project budget range is: **$****[ ] .00** to **$****[ ] .00**
3. Please Note: The above estimated project budget range is based upon our brief walk-through, no field measuring of the project areas, no construction drawings and/or specifications and no thorough inspection of the existing mechanical systems.
4. The above estimated project budget range does not include the following items. (We can gladly provide you with a list of qualified Team Members that specialize in these fields and they will work with each of you directly): Appliances, carpeting, vinyl flooring, decorative light fixtures and cabinet hardware.
5. The Builder will make all attempts to complete this first draft and preliminary estimate within **[ ]**  working days after receipt of this signed Design Retainer Agreement and full payment of said retainer is received.
6. Note: All sketches and designs that are generated for the listed Owner will remain the sole property of the Builder. Any other use of said sketches and designs without written consent from Builder is prohibited by © Copyright Laws. Any claims or disputes relating in any way to this Agreement shall be settled through Mediation or Arbitration by the Metropolitan Builders Association (MBA) Construction Arbitration Board (CAB) in accordance with all rules and procedures adopted by the MBA CAB.

**Notice of Right to Cancellation:** This Agreement may be cancelled unilaterally by the Owner by notifying the Builder in writing within three (3) calendar days after signing this Agreement. In the event of cancellation of this Agreement by the Owner thereafter, Builder shall receive immediate reimbursement from the Owner for all expenses incurred to that date.

The undersigned Owner(s) certify that they have carefully read this entire Agreement before signing below and acknowledge receipt of a copy of the entire Agreement at the time of signing.

**DATED:** This [ ]  day of [ ] , 2015

**BUILDER’S SIGNATURE:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**OWNER’S SIGNATURE:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**OWNER’S SIGNATURE:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Lien Notice:** As required by the Wisconsin Construction Lien Law, Builder hereby notifies Owner that persons or Companies furnishing labor or materials for the construction on Owner’s land may have lien rights on Owner’s land and building if not paid. Those entitled to lien rights, in addition to the undersigned Builder, are those who contract directly with the Owner or those who give the Owner notice within sixty (60) calendar days after they first furnished labor and materials for the construction. Accordingly, Owner will probably receive notices from those who furnish labor or materials for the construction and should give a copy of each notice received to the mortgage lender, if any. Builder agrees to cooperate with the Owner and the Owner’s lender, if any, to see those all potential lien claimants are duly paid.

**Changes Outside The Scope of This Contract:** Examples of “Changes Outside Scope of Contract” include, but are not limited to the following: 1) Additional Design Services for a separate room(s) located within the home; 2) Additional Design Services to completely re-design the original sketches and cost estimate; 3) Additional Design Services to explore optional costs. If Owner’s require additional services outside the scope of this Contract, those services will be handled as a separate “Design Retainer Agreement” in accordance with the Terms and Conditions of that Contract.