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# Introduction and Parties

## Introduction

This Architect Agreement (the "Agreement") is made as of 2025-08-09.

## Parties

### Architect

DocuPal Demo, LLC, a company organized under the laws of the United States, with its principal place of business at 23 Main St, Anytown, CA 90210 ("Architect"), agrees to provide architectural services.

### Client

Acme, Inc ("ACME-1"), a business entity organized under the laws of the United States, with its principal place of business at 3751 Illinois Avenue, Wilsonville, Oregon - 97070, USA, agrees to engage the Architect for the services described herein.

### Purpose

ACME-1 wishes to engage the Architect for architectural services related to the design and construction of a new office building, and the Architect is willing to provide such services, under the terms and conditions set forth in this Agreement.

## Scope of Architectural Services

Docupal Demo, LLC will provide comprehensive architectural services for ACME-1's new office building project. These services encompass design development, construction document preparation, and construction administration.



## Design Phase

We will develop the initial design concepts into a detailed design. This includes refining the schematic design, specifying materials, and developing detailed plans. Expect the following during this phase:

- Detailed space planning.
- Exterior and interior design development.
- Selection of preliminary building systems.
- Preparation of design development drawings and specifications.
- Cost estimates based on the design.

## Documentation Phase

Our team will prepare all necessary construction documents. These documents will provide the contractor with precise instructions for building the project. This phase includes:

- Detailed architectural drawings.
- Structural, mechanical, electrical, and plumbing (MEP) drawings.
- Specifications for materials and workmanship.
- Coordination with consultants.
- Ensuring compliance with building codes and regulations.

## Construction Administration Phase

Docupal Demo, LLC will administer the construction contract. This ensures the project is built according to the design and specifications. This includes:

- Regular site visits to observe construction progress.
- Review and approval of shop drawings and submittals.
- Responding to contractor's questions and requests for information (RFIs).
- Reviewing and certifying contractor's payment applications.
- Conducting substantial completion inspections.
- Preparing a final project close-out.



# Payment Terms and Schedule

DocuPal Demo, LLC will receive total compensation of \$500,000 for the architectural services rendered under this Agreement. Payments will be made according to the following schedule, which is tied to the completion of key project milestones.

## Milestone Payments

The payment schedule is structured as follows:

- **Design Development Completion:** 20% of the total fee, amounting to \$100,000, will be due upon ACME-1's approval of the design development phase.
- **Construction Documents Completion:** 30% of the total fee, amounting to \$150,000, will be due upon ACME-1's approval of the completed construction documents.
- **Construction Phase Payments:** 40% of the total fee, amounting to \$200,000, will be paid incrementally during the construction phase. These payments will be proportionate to the percentage of overall construction completion, as certified by ACME-1's designated project manager.
- **Final Project Completion:** 10% of the total fee, amounting to \$50,000, will be due upon final completion of the project. This includes the receipt of all necessary occupancy permits and ACME-1's final acceptance of the work.

## Invoicing and Payment

DocuPal Demo, LLC will submit invoices to ACME-1 upon the completion of each milestone. ACME-1 will remit payment within thirty (30) days of receipt of a correctly submitted invoice. All payments shall be made in United States Dollars (USD).

# Project Timeline and Milestones

This section outlines the project's schedule, key milestones, and deadlines. DocuPal Demo, LLC will monitor progress through regular meetings with ACME-1 and the submission of monthly progress reports.



## Key Milestones

The project includes the following key milestones:

- **Design Development Completion:** August 1, 2024
- **Construction Documents Completion:** November 1, 2024
- **Project Completion:** December 1, 2025

## Project Schedule

The project will adhere to the following schedule:

Task	Start Date	End Date
Design Development	[Infer Start Date Before 2024-08-01]	2024-08-01
Construction Documents	2024-08-02	2024-11-01
Construction and Completion	2024-11-02	2025-12-01

## Milestone Tracking

We will use an area chart to visually track the completion of project milestones.

# Deliverables and Documentation

Docupal Demo, LLC will provide ACME-1 with comprehensive documentation and deliverables throughout the project. These items will support the design, construction, and operation of the new office building.

## Design Deliverables

Docupal Demo, LLC will provide ACME-1 with complete and accurate design documents. These documents shall include:

- **CAD Drawings:** Detailed architectural drawings in CAD format.
- **Specifications:** Comprehensive written specifications for all materials and construction methods.

## Standards and Compliance

All deliverables will adhere to applicable building codes and industry standards. Docupal Demo, LLC will ensure all work meets or exceeds these requirements.

## Other Documents

Docupal Demo, LLC will additionally provide ACME-1 other project-related documents. These documents could include:

- Progress reports
- Meeting minutes
- As-built drawings
- Operation and maintenance manuals

## Intellectual Property Rights

DocuPal Demo, LLC retains all rights, title, and interest in and to all intellectual property associated with the architectural designs, plans, specifications, and other documents created under this Agreement. This includes, but is not limited to, copyrights, design rights, and other proprietary rights.

## Grant of License

Upon ACME-1's full payment of all fees due under this Agreement, DocuPal Demo, LLC grants ACME-1 a non-exclusive, non-transferable license to use the architectural designs and documents solely for the purposes of constructing and using the office building as described in this Agreement.

This license does not permit ACME-1 to:

- Sublicense or transfer the designs to any third party without DocuPal Demo, LLC's prior written consent.
- Use the designs for any project other than the construction of the specified office building.
- Modify the designs without DocuPal Demo, LLC's express written permission.





## Third-Party Usage

Any use of the architectural designs or documents by third parties requires the express written consent of DocuPal Demo, LLC. DocuPal Demo, LLC reserves the right to grant or withhold such consent at its sole discretion.

# Confidentiality

Both Docupal Demo, LLC and ACME-1 acknowledge that during the course of this Agreement, each may have access to confidential information belonging to the other party.

## Definition of Confidential Information

Confidential information includes, but is not limited to, technical, financial, and business information disclosed by either party to the other. This encompasses all data, reports, interpretations, forecasts, records, and other information made available. It also includes information derived from the review of documents or property, or discussions between the parties.

## Obligations

Both Docupal Demo, LLC and ACME-1 agree to hold each other's confidential information in strict confidence. Neither party will disclose confidential information to any third party. Each party will protect the other's confidential information with the same degree of care that it uses to protect its own confidential information of a similar nature, but no less than reasonable care.

Confidential information may only be used for the purposes of this Agreement. If disclosure is required by law, the disclosing party must provide prompt notice to the other party to allow them to seek a protective order or other appropriate remedy.





# Liability and Indemnification

## Architect's Liability

DocuPal Demo, LLC will be liable for direct damages proximately caused by its negligent acts, errors, or omissions in performing its architectural services under this Agreement. This liability is limited to the extent such damages are covered by DocuPal Demo, LLC's professional liability insurance.

## Client's Responsibilities

Acme, Inc is responsible for providing accurate and complete information necessary for DocuPal Demo, LLC to perform its services. Acme, Inc will review all documents and deliverables provided by DocuPal Demo, LLC in a timely manner. Acme, Inc is responsible for decisions regarding the project's overall scope and budget.

## Indemnification

To the fullest extent permitted by law, Acme, Inc shall indemnify, defend, and hold harmless DocuPal Demo, LLC, its officers, directors, employees, and agents from and against any and all claims, losses, damages, liabilities, costs, and expenses (including reasonable attorney's fees) arising out of or resulting from:

- Acme, Inc's breach of this Agreement.
- The negligence or willful misconduct of Acme, Inc, its employees, or its other agents or contractors.
- Inaccurate or incomplete information provided by Acme, Inc to DocuPal Demo, LLC.

DocuPal Demo, LLC shall indemnify, defend, and hold harmless Acme, Inc, its officers, directors, employees, and agents from and against any and all claims, losses, damages, liabilities, costs, and expenses (including reasonable attorney's fees) arising out of or resulting from:

- DocuPal Demo, LLC's breach of this Agreement.
- The negligence or willful misconduct of DocuPal Demo, LLC, its employees, or its agents.



## Claims and Dispute Resolution

Any claims, disputes, or controversies arising out of or relating to this Agreement shall be subject to mediation. The parties agree to participate in mediation in good faith before initiating any legal or equitable action.

# Termination Clause

## Termination

### Termination by Either Party

Either Docupal Demo, LLC, or ACME-1 may terminate this Agreement. Termination requires a written notice to the other party. This notice must be given at least 30 days before the intended termination date.

### Financial Obligations Upon Termination

In the event of termination, ACME-1 will compensate Docupal Demo, LLC for all services performed. Compensation includes services completed up to the date of termination. Docupal Demo, LLC will provide a detailed invoice for these services. ACME-1 is responsible for paying this invoice promptly.

### Legal Consequences of Termination

Termination of this agreement does not relieve either party of obligations already accrued. This includes payment for services rendered. It also covers confidentiality obligations outlined in this Agreement. Any disputes arising from termination will be resolved as per the "Dispute Resolution" section of this Agreement.

## Dispute Resolution

DocuPal Demo, LLC and ACME-1 will try to resolve any disputes through good faith negotiations. If a dispute arises relating to this Agreement, the parties will first attempt to resolve the dispute through mediation.



## Mediation

If a dispute cannot be resolved through negotiation, the parties agree to participate in mediation. A mutually agreed-upon mediator will conduct the mediation. The parties will share the costs of the mediator equally. Mediation will occur before resorting to arbitration or litigation.

## Arbitration

If mediation fails to resolve the dispute, the parties agree to submit the dispute to binding arbitration. Arbitration will be conducted in accordance with the rules of the American Arbitration Association. A single arbitrator, selected by mutual agreement, will conduct the arbitration. The arbitrator's decision will be final and binding on both parties. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction.

## Jurisdiction and Venue

This Agreement will be governed by and construed in accordance with the laws of the State of Delaware. The jurisdiction and venue for any legal action arising under this Agreement will be in the state of Delaware.

# Insurance and Compliance

Docupal Demo, LLC will maintain the following insurance coverage during the term of this Agreement:

## Insurance Requirements

Docupal Demo, LLC shall maintain professional liability insurance. The minimum coverage amount will be \$1,000,000. This insurance will protect ACME-1 against any claims arising from professional errors or omissions by Docupal Demo, LLC. Docupal Demo, LLC will provide ACME-1 with certificates of insurance. These certificates will serve as proof of coverage.



## Regulatory Compliance

Docupal Demo, LLC will comply with all applicable laws and regulations. This includes federal, state, and local building codes. All architectural designs and documentation will adhere to these codes. Docupal Demo, LLC is responsible for staying informed about any changes to these regulations.

## Miscellaneous Provisions

### Force Majeure

Neither party shall be liable for delays or failures in performance resulting from acts of God, war, civil unrest, strikes, lockouts, fire, flood, or other events beyond the reasonable control of the party. The affected party must promptly notify the other party of such an event and make reasonable efforts to mitigate its effects.

### Notices

All notices related to this Agreement must be in writing. They can be delivered by hand, sent by certified mail (return receipt requested), or sent by a nationally recognized overnight courier service to the addresses listed at the beginning of this Agreement. Notices are effective upon receipt.

### Amendments

This Agreement may only be amended or modified by a written instrument. This instrument must be signed by authorized representatives of both Docupal Demo, LLC and ACME-1.

### Governing Law

The laws of the State of California govern this Agreement. This excludes its conflict of laws principles.



## Dispute Resolution

The parties will first attempt to resolve any disputes arising out of or relating to this Agreement through good faith negotiations. If these negotiations fail, the parties agree to participate in non-binding mediation before resorting to litigation. The location of mediation will be Anytown, CA.

## Entire Agreement

This Agreement constitutes the entire agreement between Docupal Demo, LLC and ACME-1. It supersedes all prior or contemporaneous communications and proposals, whether oral or written, relating to the subject matter of this Agreement.

## Severability

If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions will remain in full force and effect. The invalid or unenforceable provision will be replaced by a valid, enforceable provision that comes closest to expressing the intention of the original provision.

## Assignment

Neither party may assign this Agreement or any of its rights or obligations under this Agreement without the prior written consent of the other party. Consent will not be unreasonably withheld.

## Signatures and Dates

This Architect Agreement is effective as of June 1, 2024.

### Agreement by DocuPal Demo, LLC

Signed: \_\_\_\_\_

Name:

Title:



Date: \_\_\_\_\_

## Agreement by Acme, Inc

Signed: \_\_\_\_\_

Name:

Title:

Date: \_\_\_\_\_

