



# ON LINE Consultancy Agreement

## CONTRACTOR AGREEMENT

THIS AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between \_\_\_\_\_, hereinafter called the Contractor, and \_\_\_\_\_, hereinafter called the Owner.

WITNESSETH, that the Contractor and the Owner for the consideration named herein agree as follows:

### ARTICLE 1. SCOPE OF THE WORK

The Contractor shall furnish the Architecture , ~~Mechanical / Electrical and structure~~ design completed with all measurement data, for the Project name : \_\_\_\_\_ located at : \_\_\_\_\_ with the total volume of : \_\_\_\_\_ square meter ( or feet )

### ARTICLE 2. TIME OF COMPLETION

The work to be performed under this Contract shall be commenced on or before \_\_\_\_\_, 20\_\_\_\_, and shall be substantially completed on or before \_\_\_\_\_, 20\_\_\_\_. Time is of the essence.

### ARTICLE 3. THE CONTRACT PRICE

The owner shall pay the Contractor for the material and labor to be performed under the Contract the sum of \_\_\_\_\_ Dollars (\$ ), subject to additions and deductions pursuant to authorized change orders

### ARTICLE 4. PROGRESS PAYMENTS AND CONDITION

Payments of the Contract price shall be paid in the manner following:

- 20 US \$ Sign Up fee prior other progress take affect.
- 100 US \$ must be paid after the jpeg converted accomplished design to be released **and sent in email attachment ( → for online design/consulting the design will be attached to your email )** .
- \_\_\_\_\_ US \$ ( *Based on 2 US \$ each square meter with the total project volume area. The price is not fixed depends on the total volume, type of the projects, complexity, etc. The price could be lower than the price described in the website. Please contact us for negotiation* ) will be paid prior all design is released in AUTOCAD format.

In the event Owner shall fail to pay any periodic or installment payment due hereunder, Contractor may cease work without breach pending payment or resolution of any dispute.



## **ARTICLE 5. CONTRACTOR STATUS**

Consultant is an independent contractor, not Owner's employee. Consultant's employees or contract personnel are not Owner's employees. Consultant and Owner agree to the following rights consistent with an independent contractor relationship.

- Consultant has the right to perform services for others during the term of this Agreement.
- Consultant has the sole right to control and direct the means, manner and method by which the services required by this Agreement will be performed.
- Consultant has the right to perform the services required by this Agreement at any place, location or time.
- Consultant will furnish all equipment and materials used to provide the services required by this Agreement.
- Consultant has the right to hire assistants as subcontractors, or to use employees to provide the services required by this Agreement.
- The Consultant or Consultant's employees or contract personnel shall perform the services required by this Agreement; owner shall not hire, supervise or pay any assistants to help Consultant.
- Neither Consultant nor Consultant's employees or contract personnel shall receive any training from Owner in the skills necessary to perform the services required by this Agreement.

Owner shall not require Consultant or Consultant's employees or contract personnel to devote full time to performing the services required by this Agreement.

## **ARTICLE 6. DESIGN STATUS**

1. All design shall be completed in a workmanship like manner and in compliance with all building codes and other applicable laws.
2. All design must meet at least minimum requirement requested by owner before this contract is signed by both parties.
3. The design must meet minimum Architectural requirement and ready for next stage of design others than Architectural design. Design for Mechanical , Electrical, Building structure and all coordination drawing, structural strength, Piling design and its all Building strength calculation are excluded .
4. Consultant will not disclose or use, either during or after the term of this Agreement, any proprietary or confidential information of Owner without Owner's prior written permission except to the extent necessary to perform services on Owner's behalf.

Proprietary or confidential information includes:



- the written, printed, graphic or electronically recorded materials furnished by Owner for Consultant to use
- business plans, customer lists, operating procedures, trade secrets, design formulas, know-how and processes, computer programs and inventories, discoveries and improvements of any kind, and
- information belonging to customers and suppliers of Owner about whom Consultant gained knowledge as a result of Contractor's services to Owner.

Consultant shall not be restricted in using any material which is publicly available, already in Consultant's possession or known to Consultant without restriction, or which is rightfully obtained by Consultant from sources other than Owner.

Upon termination of Consultant's services to Owner, or at Owner's request, Consultant shall deliver to Owner all materials in Consultant's possession relating to Owner's business.

Consultant assigns to owner all rights in all designs, creations, improvements, original works of authorship, formulas, processes, know-how, techniques, inventions and all other information or items created by Consultant during the term of this Agreement. The rights assigned include title and interest in all patent, copyright, trade secret, trademark and other proprietary rights.

Any preparation for any papers that owner considers necessary to secure any patents, copyrights, trademarks or other proprietary rights are at owners expenses.

Consultant must obtain written assurances from Consultant's employees and contract personnel that they agree with this assignment.

The drawing is under owner copyright and contractor may not expose and sell same design to other parties and contractor should keep owner detailed information.

5. Owner copyright means the design and all included data will be under owner possession and owner may hold, redesign or resell the design to other parties.
6. Any minor change of the design are free of charge and All change orders shall be in writing, email and signed by both Owner and Contractor. Any major change or other change other than before the contract is signed is not Free of charge and extra cost charged by Contractor must be agreed by both parties. Extra charge is negotiable and must be lower than than total fee or fee per each meter / feet square as agreed as described in the contract.
7. All disputes hereunder shall be resolved by binding arbitration in accordance with the rules of the American Arbitration Association.
8. Contractor shall be responsible for any delay due to circumstances beyond its control including contractor employee strikes and holiday, but shall not be liable for any delay due to Internet back bone / server in United States. Delay due to contractor employee strikes and holiday, or other than Internet server connection will lead to repayment of all fee to owner.



## ARTICLE 7. TERMINATING THE AGREEMENT

- With reasonable cause, either Owner or Consultant may terminate this Agreement, effective immediately upon giving written notice.

Reasonable cause includes:

- a material violation of this Agreement,

OR

- Either party may terminate this Agreement any time by giving thirty days written notice to the other party of the intent to terminate.

## ARTICLE 8. OTHER TERMS

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### Signatures

Owner: \_\_\_\_\_  
Name of Owner

By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Typed or Printed Name

Title: \_\_\_\_\_

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

Contractor: \_\_\_\_\_  
Name of Contractor

By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Typed or Printed Name

Title: \_\_\_\_\_

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

### Both parties agreement:

Consultant and Owner agree that this Agreement will be considered signed when the signature of a party is delivered by email transmission. Signatures transmitted by email shall have the same effect as original signatures.