



1140 Sunset Blvd., Suite 145 ▲ Rocklin, CA 95765 ▲ Phone (916) 435-4920 ▲ Fax (916) 435-4930

PLANNING AND DESIGN CONTRACT (B)

Between

- **Retail Design Associates, Inc. (RDA, Inc.)** -

AND

(Client Business Name)

(Owner/Contact Name)

(Mailing Address)

(Telephone)

(Fax)

CONTRACT DATE: _____



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Store Design Agreement - B

This agreement is made and entered into this _____ day of _____, _____ by and between _____ (*Client*) and **Retail Design Associates, Inc. (RDA, Inc.)**. Subject to the terms and provisions of the agreement, including receipt of Client's partial down payment in the sum of \$ _____ receipt of which is hereby acknowledged. Upon execution of the signed agreement, RDA, Inc. will plan and design a new **Traffic Circulation, Fixture Layout, and Decor Package** for Client, as outlined in **Section 'A' and 'B'**, *Scope of Services and Responsibilities of RDA, Inc. and Client*, below.

SECTION A: SCOPE OF SERVICES AND RESPONSIBILITIES OF RDA, INC.

RDA, Inc. shall:

1. Design and Develop interior design package.
2. Provide interior space/fixture floor plan.
3. Specify interior decor package and provide two decor boards for approval.
4. Specify fixture types and finishes.
5. Provide the following 'Bid and Buy' documents:
 - a. Cover sheet
 - b. Construction plan
 - c. Fixture floor plans
 - d. Flooring material dimension plan
 - e. Electrical, computer and telephone plan
 - f. Interior wall elevations
 - g. Lighting plan
 - h. Construction installation details
 - i. Fixture details, finishes and specifications
6. Provide fixture specifications, including: Quantities and Pricing.
7. Provide a preliminary fixture floor plan and three (3) revisions
(Note: Additional plan redesign or revisions are not included in the Contract fee. All plan redesign or revisions will be provided pursuant to the Schedule of Fees set forth below)



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**SECTION B:
SCOPE OF RESPONSIBILITIES OF CLIENT**

Client Shall:

1. Provide and accurately verify "as is/as built" store measurements in print format.
(Note: On-site verification of the store measurements is not included in the Contract fee. An additional charge of \$1,500.00 per day plus actual travel and related expenses will be billed for on-site verification by RDA, Inc.)
2. Provide RDA, Inc. with Staff requirements, Equipment requirements and any special requirements for daily operations, and budgeting goals.
3. **Note: Retail Design Associates, Inc. is NOT an Architectural firm - it is the Client's responsibility to: Procure mechanical, HVAC, plumbing, electrical, or any other drawings required by State and Local building codes from Engineers, Architects, or other design professionals in order to obtain any necessary permits.** Initial: _____
4. Review all phases of development and sign-off on each phase to ensure that each element of design is acceptable to Client.
5. Provide RDA, Inc. with any and all information necessary to properly and efficiently carry out its design function. RDA, Inc. will hold all such information in the strictest confidence.
6. Obtain any and all required permits.

**SECTION C:
TERM OF AGREEMENT**

This agreement shall commence on the date first specified above and shall terminate as provided herein or as otherwise determined by Client, in agreement with RDA, Inc.

**SECTION D:
DELAYS**

In the event of delays or unknowns due to acts of God, strikes, or other labor disputes, delays that are initiated or otherwise caused by the Client or other delays that are beyond the control of RDA, Inc., the time for completion of the agreement shall be extended by a period of time mutually agreed to by the Client and RDA, Inc.



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**SECTION E:
GOVERNING LAW AND JURISDICTION**

This agreement shall be governed by and construed in accordance with the laws of the State of California and jurisdiction and venue shall rest with the courts of the State of California.

**SECTION F:
TERMINATION**

This agreement shall terminate upon the completion of the design work provided for herein by RDA, Inc. and payment in full is made by the Client; provided that either party may terminate this agreement at any time upon written notice, personally delivered to the other party at the address for notice set forth below, in the event that said other party fails to comply with its agreement and fulfill its obligations, pursuant to the terms and conditions hereof. In the event that the Client terminates the agreement while any planning or design phase is still in progress, all scheduled payments, up to and including the phase currently in progress, shall be immediately due and payable as if completed.

**SECTION G:
LITIGATION EXPENSES**

If any party to this agreement shall bring an action against any other party by reason of the breach of this agreement or any term, covenant, warranty, representation, or condition hereof, or otherwise arising out of this agreement, whether for declaratory or other relief, the prevailing party in such suit shall be entitled to costs Of suit and attorney fees, which shall be payable whether or not such action is prosecuted to judgment.

**SECTION H:
NOTICE**

Any notice required or permitted to be given by this agreement shall be deemed to be given when personally delivered to the recipient thereof, or when mailed by certified first class mail, return receipt requested, postage prepaid, to the appropriate recipient thereof, at his/her respective address set forth in this agreement, or at any other address which a party may hereafter designate by written notice to all other parties to this agreement.



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**SECTION I:
SCHEDULE OF FEES**

- | | |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------|
| 1. PLANNING AND DESIGN FEE: | \$ |
| 2. MATERIALS EXPENSE (including without limitation blueprinting, telephone, courier, postage, artwork, photography, copying, printing or any other related expenses to the project): | Actual expenses |
| 3. TRAVEL AND RELATED EXPENSES (including without limitation all transportation, lodging, meals, or related project expenses): | Actual expenses |
| 4. REVISIONS (when exceeding the three (3) included in the contract fee): | Actual billed @ \$125/hour |

**SECTION J:
SCHEDULE OF CLIENT PAYMENTS**

- | | |
|-----------------------------------------------------------------------------------------------------------------------|--------------------------|
| 1. DOWN PAYMENT (due and payable upon contract execution): | \$ |
| 2. 1ST INTERIM PAYMENT (due upon Client's approval of fixture floor plan and prior to completion of final documents): | \$ |
| 3. FINAL PAYMENT (billed upon completion and due prior to Client's receipt of final documents) | \$ |
| 4. EXPENSES (Payable by Client within ten days of receipt from RDA, Inc.): | (Actual Billed Expenses) |
| TOTAL DUE (Excluding Billed Expenses): | \$ |



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**SECTION K:
MARKETING**

RDA, Inc. reserves the right to use any and all design information for marketing and advertising without the consent of the Client.

**SECTION L:
ENTIRE AGREEMENT**

This contract constitutes the entire agreement and understanding between both parties with respect to the matters contained in this agreement, and supersedes and replaces any prior agreements, understandings, and representations, whether oral or written, between the parties with respect to such matters. RDA, Inc. reserves the right to use any or all parts of any design project work for the purposes of advertising, promotion, publication, or reprinting, and shall be for the sole use of RDA, Inc.

**SECTION M:
AUTHORITY TO SIGN**

Each person who signs this agreement on behalf of a corporation, partnership, joint venture, unincorporated association, or any other entity represents and warrants to each party to this agreement that he or she has the authority to do so and to indemnify and hold harmless each other from the claim that such authority did not exist.



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**SECTION N:
ADDENDUM'S**

Any and all addenda, including addendum's providing for additional costs to Client and additional duties of RDA, Inc. at the express request of Client, are expressly incorporated herein and made part of this agreement.

**SECTION O:
SIGNATURES**

RDA, INC.:

RDA, Inc. Officer (Print)

Signature

(Date)

Client:

Client Officer (Print)

Signature

Store Name

(Date)