



YANKEE BARN HOMES

1969

Design Planning Agreement

THIS AGREEMENT is executed and made effective as of 11/17/2021, by and between YANKEE BARN HOMES, having its place of business at 131 Yankee Barn Road, Grantham, New Hampshire 03753 (hereinafter called "YBH") and Nancy J. duMont

CUSTOMER:

ADDRESS: 1241 Taber Hill Road, Stowe, VT 05672 jointly and severally if more than one Customer, (hereinafter collectively referred to as "Customer"). **THE WORK** to be performed under this Agreement includes planning a shell building known as a "Yankee Barn" at the following location, 1241 Taber Hill Road, Stowe, VT 05672, (the "Premises") owned by the Customer. **IN CONSIDERATION** of the mutual agreements herein contained, and the other consideration herein expressed, the parties hereto mutually agree as follows:

Article 1 – Preliminary Matters

1.1 General. In exchange for the payment of a Plan Fee, the Customer has requested that YBH prepare Initial Plans and a Price Estimate for construction of a building shell, i.e. a Yankee Barn, on the Premises. A Yankee Barn is a shell building (Shell") constructed on a foundation provided by the Customer's General Contractor and which is suitable for finishing by the Customer's General Contractor. The Price Estimate will include a fixed cost for construction of the Shell and Variable Costs associated with transportation, fees and disbursements for construction. The Price Estimate will assume participation by the General Contractor labor in the Shell Construction process.

Article 2 – Plans and Specifications

2.1 Plans. YBH shall create and deliver to Customer the following Detailed Plans and Specifications:

A. Schematic Plans. Following execution of this Agreement and payment of the Plan Fee, (A-1 Fee) YBH will create Schematic Plans based on consultations with and suggestions from the Customer consisting of general floor plans and elevations for use in planning the Yankee Barn.

B. Progress Plans. Following review and approval of the Schematic Plans, YBH will create Progress Plan consisting of general floor plans, elevations and building sections. A Price Quotation based on these plans will be provided to the Customer with the Progress Plans. This Quotation will include limited shell engineering for challenging spans, wind loads, snow loads or other special engineering and construction methods.

C. Plan Fee. The Plan Fee (A-1 Fee) includes all plans referred to in 2.1.A and 2.1.B above as well as an allowance for two (2) hours of online or in person meeting time, and, eight (8) hours of revision time. Revision changes in excess of eight (8) hours are billable to the Customer at \$85.00 per hour. *

D. Site Information. YBH does not provide site design services. In order to begin design, client needs to have a general understanding with regard to the slope of their land, siting their home and/or has consulted with a civil Engineer, Surveyor or Site Designer.

2.2 Licensed Use of Yankee Barn Plans. Except as otherwise provided by any agreement for the retention of a Design Professional by the Customer, for the purpose of this Agreement, all Plans and other additional or revised drawings, plans or specifications prepared for Customer by YBH, whether delivered in tangible or electronic form, shall be considered as "Yankee Barn Plans." All Yankee Barn Plans shall remain at all times the property of YBH. When delivered to Customer by YBH, Customer shall receive only a license to use the Yankee Barn Plans, for their personal use, for the purposes of evaluating whether to build a Yankee Barn. Customer may disclose Yankee Barn Plans to potential builders, architects or contractors (or appropriate public building authorities) in connection with such activities but Customer is not permitted, under the license from YBH, to allow any builder, architect, contractor or other persons to duplicate, modify or prepare substitute or alternate versions of any one or more of the Yankee Barn Plans except and only in connection with the construction of a Yankee Barn under this Agreement. In the event Customer does not contract with YBH to construct a Yankee Barn under this Agreement, Customer shall not make any further use of any Yankee Barn Plans that have been prepared for, and licensed to, Customer by YBH.

2.3 Copyright of Yankee Barn Plans. Except as otherwise provided by any agreement to engage a Design Professional by the Customer, Customer agrees that YBH is the author and the owner of the Yankee Barn Plans, and the YBH shall retain all rights, including all copyrights, in the Yankee Barn Plans. Customer shall not, directly or indirectly, (1) copy or use any Yankee Barn Plans for any use that is not permitted under this Agreement, or (2)

10 hours
\$85plh
not
\$100plh

permit any other persons to copy or use any Yankee Barn Plans for any purpose or use that is not permitted under this Agreement. In the event that Customer violates any of the terms set forth in this Agreement limiting the use of the Yankee Barn Plans, Customer expressly agrees that YBH shall be entitled to exercise against Customer (and any person who has received the Yankee Barn Plans from Customer) all available legal and equitable rights and remedies.

Article 3 – Price Quotation

3.1 Price Quotation. At the time Progress Plans are provided to Customer, YBH will provide in writing to Customer the Total Price ("Price Quotation") for the performance of the Work.

3.2 Composition of Price Quotation. The components of the Price Quotation shall consist of:

- A. The Plan Fee, including any Additional Plan Fees.
- B. YBH portion of the Cost of construction of a Yankee Barn.
- C. YBH Variable Costs necessary for the transportation of materials, supplies and components, the payment of any fees or disbursements necessary for construction.
- D. Any Optional Labor Services.

3.3 Price Quotation Confirmation. The Price, as may be adjusted, will be confirmed and binding only by both the Customer and YBH entering into the standard YBH Construction Agreement and payment by the Customer of twenty (20%) of the Price Quotation, as adjusted. The Construction Agreement will wholly replace this Planning Agreement and will replace all representations made pursuant to this Planning Agreement.

3.4 Terms of Payment. Customer will pay YBH according to the following schedule (the "Payment Schedule").

A. Plan Fee (A1 Fee). A payment of \$5,000.00 for residential or utility use (\$7,000.00 for commercial or other public use), shall be made at the time of signing this Agreement. THE PLAN FEE IS NOT REFUNDABLE. Payment of the Plan Fee does not obligate the Customer to build a Yankee Barn or to make further payments or to enter into the Construction Agreement.

B. Plan Fee Credit. When a Customer decides to proceed further with the Construction Agreement and the building of a Yankee barn Home, all monies paid by the Customer to Yankee Barn Homes in the form of Plan Fees will be credited toward the Customer's cost of their Yankee Barn Home. This Credit will be applied at the C-1 (Commencement) payment and will be clearly marked on all quotations and Change Orders.

3.5 Form of Payment. Customer may pay by check, wire transfer or credit card (up to a maximum of \$5,000).

Article 4 – Claims and Dispute Resolution

4.1 Notice of Claim. With the exception of claims arising pursuant to Article 2, written notice stating the general nature of each claim, dispute or other matter shall be delivered by the claimant to the other party to the Agreement promptly.

4.2 Negotiations. Following Notice of a Claim, the parties shall negotiate promptly and in good faith in an attempt to resolve the issue. If the claim or dispute cannot promptly be resolved, the claimant may proceed with arbitration as more fully described in Article 4.3.

4.3 Arbitration. All disputes, claims, or questions arising by virtue of this Agreement shall be subject to arbitration and shall be submitted to arbitration in accordance with the provisions of the New Hampshire Revised Statutes Annotated, Chapter 542. The cost of such arbitration, including arbitrator's compensation, shall be borne equally by the parties. This Agreement shall be specifically enforceable under the prevailing arbitration law, and judgment upon the award rendered may be entered in any court of the forum, whether state or federal, having jurisdiction.

YBH and Customer have executed this Agreement as of the day and year written above. This Agreement shall expire thirty-six (36) months from the execution date written above unless extended by mutual written agreement. Beyond the thirty six (36) month period, the provisions of Sections 2.2 and 2.3 of this agreement shall remain in force in perpetuity.

By: Customer: Nancy J. DuMont Date: 11/17/2021
DocuSigned by: 8197E2978CF6423...

By: Customer: _____ Date: _____

By: Yankee Barn Homes: Paul Marinelli Date: 11/17/2021
DocuSigned by: 90D2067B88AA444...

** I never received notice of any additional plan fees.*

11/17/21