

LIMITED LICENSE AGREEMENT

Date:

Customer Name ("Client"):

Design Plan Name ("Plan"): MENDOCINO COTTAGE

Designer ("Designer"): Cathy Schwabe Architect

Client's signature and purchase of the Plan(s) documents indicates Client's acceptance of all terms and conditions of this Limited License Agreement as stated below.

Designer is willing to license the Plan(s) documents to Client only upon the condition that Client accepts all of the terms contained in this Limited License Agreement. Please read the terms carefully. Designer grants Client a limited non-exclusive license to use the copyrighted drawings and/or CAD files of the Plan(s) named above, as follows:

A. General Use of the Plan(s)

1. Purchase of the Plan(s) grants a limited, non-transferable, non-exclusive license to Client to build the home depicted in the Plan(s) one time and one time only. The Client agrees to the fullest extent permitted by law, to indemnify and hold the Designer harmless from and against any and all claims, liabilities, damages, demands, cause of actions, losses, cost and fees (including attorney fees and court costs) arising from or allegedly arising from any unauthorized reuse or modifications of the Plan(s) by the Client or any person or entity that acquires or obtains the design plans from or through the Client.

2. The Plan(s) may not be sold, distributed or otherwise transferred without the express written consent of Designer, and appropriate compensation to Designer.

3. Client is hereby granted permission to reproduce the Plan(s), but only in connection and as required for the construction of one (1) home as described in the Plan(s) subject to this Limited License Agreement.

4. Drawings, sketches and specifications are instruments of service and remain the property of Designer, whether the project for which they are prepared is executed or not. They may not be used in whole or in part on other projects, or to complete a project without the express written consent of Designer and with appropriate compensation to Designer, as determined by Designer.

5. Client agrees to hold harmless and indemnify Designer from and against all claims, liabilities, losses, damages and costs, including attorney's fees, arising out of or connected with the use, construction, conversion, modification, misinterpretation, misuse, or reuse by Client or others of the Plan(s), electronic files, drawings and data provided by Designer under this Limited Licensing Agreement.

6. The Plan(s) is protected by Federal Copyright Laws. Any use of the information contained therein beyond the one-time use authorized to Client by this Limited Licensing Agreement, or any duplication, publication, sale or distribution of any part of the Plan(s) without the prior written consent of Designer represents a violation of Federal Laws, and Client is subject to prosecution and the prescribed penalties to the full extent as provided thereunder.

7. Any use of the Plan(s), and/or modifications of the Plan(s), by Client, builders or others on Client's behalf is done at their own risk. Licensee is strongly advised to have the Plan(s) reviewed by a local professional designer or engineer before the start of any construction. The information contained within the Plan(s) is to indicate design intent and basic construction detailing. It is Client's responsibility to ensure that Client has obtained the proper professional assistance to provide standard construction details and practices, which will result in a structurally sound and weatherproof finished product

appropriate for the site on which the Plan(s) will be used for construction.

B. Content of the Plans

1. The Plan(s) provided by Designer do not include any plumbing, heating or air conditioning drawings due to the wide variety of local codes and climatic conditions. Licensee should have a local electrical engineer, mechanical engineer or builder provide these drawings as may be required for permits and construction. Any foundation plan and associated details included are provided as a basic guide for a typical foundation system. This typical foundation system is not site or location specific. Licensee should have a local designer or licensed engineer review these plans and provide a site-specific foundation design if found necessary. The plans provided by Designer are not stamped or signed by a designer, designer, or engineer. Local building codes, laws, regulations, or departments may require the plans to be signed and stamp by an engineer and/or designer.

2. The Plan(s) provides ideas and concepts and are not intended to be complete in all respects and details. Variations in standard sizes of window and door brands and types and use of different materials and thicknesses can change details. Varying local codes, ordinances, regulations, climatic and foundation requirements, and the layout of electrical, mechanical, and plumbing systems can also change details.

C. Client's Responsibility

1. It is understood and agreed that the Plan(s) are provided without added services provided by the Designer and do not include project observation or review of the Contractor's performance or any other construction phase services, and that such services will be provided by the Client. The Client assumes all responsibility for interpretation of the Plan(s) and for construction observation and supervision and waives any claims against the Designer that may be in any way connected thereto. The Client agrees to the fullest extent permitted by law, to indemnify and hold the Designer harmless from and against any and all claims, liabilities, damages, demands, cause of actions, losses, cost and fees (including attorney fees and court costs) arising from or allegedly arising from any modifications, clarifications, interpretations, adjustments or changes made to the Plan(s) to reflect changed field or other conditions. Furthermore, it is the responsibility of the Client and the Client's builder to assure that all work is in accordance with the latest edition of all applicable Nation, State, and Local Building Codes. It is the Client and the Client's builder's responsibility to assure that all work is in accordance with the latest edition of all applicable Construction Standards.

2. It is the responsibility of the Client and the Client's builder to assure that all manufactured articles, material, and equipment are applied, installed, connected, erected, used, cleaned, adjusted, operated and conditioned as directed by the manufacturers. Client's builder shall follow all instructions to sustain and preserve all expressed or implied warranties and guarantees.

3. It is the responsibility of the Client and Client's builder to assure that all materials, equipment and components are new and of good quality.

4. It is the responsibility of the Client and Client's builder to check all dimensions and details for overall accuracy appropriate to the local conditions and the final selection of materials such as masonry, floor joists, lumber, structural members, construction panels, roofing, etc., all of which can create variations in dimension and details. For example, if standard lumber joists are used in place of engineered floor joists, the floor-to-floor dimension would vary from the Plan(s), and require revised stair dimension and framing.

D. Disclaimer

1. Designer has created the Plan(s) with a Standard of Care in accordance with generally accepted design practices. Notwithstanding Designer's compliance with this standard of care, Client can normally

anticipate that some changes and adjustments in the project will be required due to changed field conditions. Such changes are not indicative, and may not be construed as negligence on the part of Designer. If the Client requests in writing that the Designer provide any specific construction phases services and if the Designer agrees in writing to provide such services, the Designer shall be compensated for Additional Services.

2. Names of materials and manufacturers shown on the Plan(s) do not necessarily represent an endorsement or recommendation by Designer. Final selections of materials are the responsibility of the Client and/or Client's builder, including but not limited to proper installation of materials, nailing, gluing, caulking, insulating, flashing, roofing, weatherproofing and many other small items and details not necessarily indicated on the Plan(s), and over which Designer has no control or responsibility. Designer shall not be held liable for any errors, omissions, or deficiencies in any form by any party whatsoever.

3. The Plan(s) purchased by Client do not have an architectural or engineering signature, seal and/or stamp. Client will consult the local building official who can tell Client if a review of the Plan(s) by a licensed designer or engineer is required prior to submission of the Plan(s) for a building permit. All Plan(s) are designed to meet building codes in effect at the time and place they were created by Designer. Because of the great differences in geography and climate throughout the United States and Canada, each state, county, and municipality has its own building codes, zone requirements, ordinances, and building regulations. The Plan(s) may need to be modified to comply with local requirements. In addition, Client may need to obtain permits or inspections from local governments before and in the course of construction. Designer authorizes the use of the Plan(s) on the express condition that Client will consult a local licensed designer or engineer of Client's choice prior to beginning construction, and strictly comply with all local building codes, zoning requirements, and other applicable laws, regulations, ordinances, and requirements.

Notice: All Plan(s) purchased for homes to be built in Nevada must be redrawn by a Nevada-registered professional. Client will consult the local building official for more information on this subject.

E. Cost of Plan(s)
For a limited, non-transferable, non-exclusive license to Client to build the home depicted in the Plan(s) one time and one time only. \$1,250

F. Liability of Designer

The Client agrees, to the fullest extent permitted by law, that the total liability of the Designer resulting from the Plan(s) shall be the amount of damages determined to have been actually caused by the sole negligence of the Designer and the total aggregate limit of liability resulting from damages including claim expenses and attorney fees to the Designer shall not exceed \$25,000 or the cost of the Plan(s) whichever is less.

It is so agreed.

This document is executed this date by Client. If signed by another party on behalf of Client, the signatory must provide written authorization by Client for representation to do so; liability under the terms hereunder will inure to both Client and/or said representative.

Client Signature

Typed Name

Street Address

City, State, Zip code, Country

Telephone Number

Email