



**The
Drawing Studio**
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Brooklyn, NY 11231-4799
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www.drawingstudio.com
Nicholas Buccalo, Principal
Perspectivist, RA, ASAI, NYSR

CONTRACT

SERVICES FOR:

CLIENT

COMPANY

ADDRESS

CITY/STATE/ZIP

PHONE/FAX/E-MAIL

2nd Contact Person / Client Agent

Client Agent Contact Information

NAME OF PROJECT / JOB NUMBER

DESCRIPTION OF PROJECT

NUMBER & DESCRIPTION OF FINAL(S)

OUTLINE OF SERVICES:

Preliminary Phase: Preliminary perspective to verify viewpoint(s), materials, rough lighting and colors.

Final Phase: Final Rendering(s) of project noted above.

Final shall be reviewed/approved by Client or Client Agent at <http://www.drawingstudio.com> (PREVIEW). Deliverable is CD or other suitable media: Adobe PhotoShop® .tif format for IBM Compatible and Macintosh.

FEE:

ILLUSTRATION COST: \$ _____

+ NYS Sales Tax (if required): \$ _____

TOTAL: \$ _____

RETAINER:

TOTAL x 30% Retainer = \$ _____

Remaining Amount due COD will be: \$ _____

SCHEDULE: The final due date is: _____ / _____ / _____ (mo/dd/yr) at _____ (AM/PM).

USE: The final illustration(s) will be used for: _____.

The Parties: **Client** (noted on Contract), **Perspectivist** (The Drawing Studio) and **Client Agents** (any person within team acting on the Clients behalf): The Client agrees that information, coordination and/or approval provided to the Perspectivist by any Client Agent acting on behalf of the Client is considered "the voice of the Client."

The Drawing Studio Goal: To provide beautiful convincing illustration(s) of every project. By being efficient more time can be devoted to achieving the beauty we seek. We view our relationship with our Clients as equally balanced, we provide the beautiful renderings, our Clients provide coordination of information and financing. The following within is here to fulfill these goals.

1) CLIENT REQUIREMENTS:

Required Materials: The Client shall provide 14 days prior to due date (listed in priority) a concise set of drawings appropriate to the view point as follows: ".dwg" or ".dxf" files and context photos on CD; half-sized hardcopy of necessary elevations, site plan, plans, and details; explanation of colors/materials; drawings for custom elements like furniture, lamps, etc.; all clearly labeled.

The Client shall remove inappropriate or miscellaneous notes or layers like civil and technical information, construction classifications, door/window numbers, etc.) from digital files.

Approval: The Client or Client Agent must make themselves available for 'sign-off' on the illustration(s) in both the Preliminary Phase (within 48 hours) and the Final Phase. If these parties are not available for approvals and 'sign-offs', and work must proceed in order to meet a deadline, the Perspectivist shall announce "Phase Complete" and not be held responsible for any resulting liabilities.

2) ADDITIONAL COSTS:

Hourly Rates: \$120/hour-principal, \$42/hour-staff:

Additional Services: Items requested by the Client which are beyond those described in Contract, like: revisions, building digital models of custom furniture or custom entourage. Perspectivist will outline services in a final 'Additional Services / Expenses' invoice unless estimate is requested prior to work being performed. Once a Contract is signed, there is no guarantee that revisions or 'Additional Services' can be accommodated within Contract time constraints.

Reimbursable Expenses: The Client shall reimburse the Perspectivist for all expenses necessitated by the provision of services which include, but not limited to: meeting and photography time, travel time, travel expense, accommodation, postage, messenger, photo, printing, reprographic, telephone, coordination of 'Required Materials' and New York State Sales Tax.

Penalty: \$500.00 per infraction for the following:

Credit: Proper recognition requires the following legible credit line adjacent to the published image: **The Drawing Studio.**

Use: Any use beyond that which is provided for in this Contract must be approved in advance by the Perspectivist. Examples of Uses: Gift; Client Meetings; Publication (list name); Promotional (web site, brochure, poster...); City/State/Federal/Approvals; Landmarks Approvals.

Alteration: Only the Perspectivist may alter illustration(s) unless permission is given by the Perspectivist.

3) PAYMENT CONDITIONS:

Payment: All payments are in US Dollars and made out to: The Drawing Studio.

Retainer: 30% of Total is nonrefundable because scheduled time cannot be recovered.

Partial Completion: Once the contract is signed, and the Contract is canceled, delayed or in dispute, then the Client agrees to pay a 'percentage of payment' based on the percentage (as determined by the Perspectivist) of work completed in the Contract.

Estimates of Cost, Scope & Schedule... are subject to change if: 1, work has not begun within 60 days from date of either the Cost Estimate or Contract; 2, the scope of work is different than expected; 3, dwg/dxf/ArchiCAD files are unavailable; 4, revisions, lack of 'Required Materials', or other delays caused by the Client or Client Agents.

Due Date: If for some reason the Client does not choose a due date but agrees to proceed with the work, then the Perspectivist has the right to set a due date and inform the Client of this date in writing. If the Client/Perspectivist cannot agree to the due date,

then the Client shall pay 'Partial Completion' as noted.

Additional Cost Payment Schedule: The Client agrees to pay the Perspectivist within 30 days of receipt of any additional invoices.

Delay of Payment: If the Client does not pay amount due on time, then the Client agrees to an additional 1 1/2% interest charge compounded every month starting 30 days from the due date whether or not an invoice is delivered until collection is completed. An additional \$35.00 processing fee will be due whenever an invoice is mailed out.

Collection: If Perspectivist decides that Client will not pay (2 months past due), an additional one-time fee of 27% will be added to Contract amount due, to cover collection costs and administration.

4) CLIENT:

Contract Re-negotiation: The Client may request in writing to re-negotiate the Contract, within the time limits of the Contract, in terms of Number of Illustrations, Due Date, Amount Due and/or Use, which the Perspectivist will consider, with regard to accommodation, without implying any guarantee of acceptance or change in any current Contract.

Marketing Use: The Architect, Interior Designer, Landscape Designer, Structural Engineer may use illustration(s) for marketing as per the 'Credit' clause only when Contract is fulfilled. The Client will insure enforcement of 'Credit' clause and may deny 'Marketing Use' by others, unless agreement between others, Client and Perspectivist is achieved.

Additional Help: The Perspectivist may assist, without liability, the Client in attaining printing, mounting, framing, delivery and/or other service but does not guarantee performance of others.

Right to Remedy: Upon delivery of the final illustration(s), if the Client is dissatisfied, the Client will give the Perspectivist an itemized list and/or 'red-line' drawing titled: "Specific Corrections: Right to Remedy," within 4 days of Due Date and, a maximum of 21 days for Perspectivist to reschedule and make the correction(s). Corrections must be: inside scope of original Contract, confirmed by original 'Required Materials,' and not considered 'Additional Services.'

Client Additions: _____

Other:

The Perspectivist requests a copy of any book, newspaper, publication, brochure or other marketing material which displays illustration(s) created under this contract to be forward to Perspectivist.

ACKNOWLEDGMENT and AGREEMENT:

Signed by Client personally responsible for acquiring payment

Print Name, Company & Date.
Return original and retainer to:
The Drawing Studio
362 DeGraw Street
Brooklyn, NY 11231-4799
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