

MODEL CONTRACT

In, on (dd) (mm) (yyyy)

BETWEEN:

..... (name), a member architect of the Col·legi Oficial d'Arquitectes (Official Architects' Institute) of, with a professional practice in the town/city of, at (address).

And

The company, constituted by the legal document authorized by the notary of (town/city), (name) on (dd/mm/yyyy), with registry number, and listed in the register of the Chamber of Trade and Industry of (town/city), situated at (address), with tax number The company is represented by, legally of age, (civil status), domiciled in this city, at (address), with national ID number The said representative is the company's Managing Director, as recorded by legal document registered with the Notary of (town/city), (name), on (dd/mm/yyyy), listed under registry number, who, on his/her personal responsibility, declares that his/her powers have not been revoked or limited, and are applicable at the date of signing.

The parties recognise each other's legal capacity to sign this contract,

WHEREAS:

I.- The company wishes to construct a building for the purpose of , on the plot at number , (street) in (town/city), and has commissioned the Architect,- (name), to draw up the project, and to supervise, complete and deliver the work.

II. – The Architect, , undertakes to carry out the above-mentioned commission. The parties formalize the agreement in accordance with the following:

CLAUSES:

One.- The company, , commissions the Architect, , who accepts, to draw up the project and to supervise, complete and deliver the work on a building for the purpose of , to be constructed on the plot at number , (street), in (town/city).

Two.- The Architect shall have a period of for the duly stamped delivery of the “Detail design and production project” that meets the requirements of the “Programme of needs and description of the basic characteristics of the job”, signed by the principal and attached as an annexe to this contract.

Once the project is complete, the Architect shall present it to the client to check that it meets the conditions of the Programme of needs. The client will communicate in writing his/her approval or, alternatively, any legitimate objections in a maximum period of Any delay on the client’s part in communicating his/her approval or objections shall result in the interruption of the period granted to the Architect for the delivery of the stamped project.

Three.- The principal will provide the Architect with:

- 1.- A current topographic map of the site.
- 2.- The *cédula urbanística* (planning notes) of the site or, if not available, a report of the planning conditions of the site, issued by the authorized municipal service.

3.- A geotechnical study of the site, with the following characteristics:

.....

The period available to the Architect to deliver the project, as stipulated in the previous clause, will only begin once he/she has been provided with the above-mentioned documents.

Four.- The Architect's fees for drawing up the project and supervising, completing and delivering the work shall be calculated by taking x % of the cost of the physical construction of the work, as determined at the moment of settlement.

Five.- Once the project has been stamped, the principal shall pay the Architect, against his/her fees, 0.7% of the sum of the total quote for the work contained in the Architect's project.

Six.- On receipt of payment, the Architect will provide the principal with copies of the stamped project, to enable the latter to apply for the building permit and invite tenders from possible contractors. If the principal requires more copies of the project, he/she will meet the necessary financial costs.

Seven.- In the course of the construction work, against the architect's fees, the principal shall pay him/her 0.25% of the sum of the works certificates issued. The remainder of the fees shall be paid upon completion and delivery of the work, once the certificate of completion has been issued.

Eight.- All payments shall be made in (place), using the following means of payment:
.....

Nine.- The payments stipulated in the above clauses shall be made no more than days after the date established in each case. If payment is not made during this period, the architect shall, without the need for prior summons, be entitled to charge interest on the outstanding amount, at the legal rate of interest, of points.

Ten.- Upon signing this contract, by way of provision of funds, the principal shall pay the Architect the sum of euros. When the final settlement of fees referred to in clause seven takes place, settlement shall also be made of the initial provision of funds.

Eleven.- The principal expressly undertakes not to start work without the prior knowledge and express consent of the Architect.

Twelve.- In the event of the principal suspending performance of this contract, he/she shall pay the Architect the amount of fees for work carried out until this time, and indemnify him/her with the sum of% of the fees or payments that he/she would have received in the event of completing work.

Thirteen.- If, in the course of work, alterations involving modifications to decisions made about the project are introduced at the client's decision, or if the Architect informs the client of the contractor's disobedience of his/her written orders and no measures are taken to immediately correct this conduct, the Architect may suspend performance of the contract with no prejudice to receipt of payment for work carried out until this time or to the indemnification envisaged in the previous clause.

Fourteen.- If building work is not started or, once started, is paralysed for causes not attributable to the Architect, for a period of, the Architect may suspend performance of this contract, declaring his/her intervention to be at an end, having certified the state in which the work is left and made due notification of it to the principal and to the Administration that issued the building permit, prior to settlement of the advances and fees incurred.

Fifteen.- Except in the event of the Architect's written authorization, the project drafted by him/her, or parts thereof, may only be used for the construction of the building referred to in this contract, being the only inherent intellectual property rights of the Architect to be granted herein.

Sixteen.- In accordance with the provision of services, the Architect will abide by the stipulations of the town planning regulations applicable by reason of the location of the site and in the Building Code and other binding technical requirements, abiding by the legislative precepts that regulate professional practice.

Seventeen.- The parties relinquish any other jurisdiction that may correspond and agree to submit to the competence of the Courts of to resolve any differences that may arise as to the interpretation or implementation of this contract.

And to this effect, the parties sign this contract in the place and on the date indicated in the heading.