

RENOVATION AGREEMENT

This AGREEMENT is made effective on the [] day of [] in the year [].

BETWEEN the Owner:

[Owner Name], an _____ resident, founder of **[] Cafe**, a _____ business, with registered business address at **[] Address**

and the Architect:

[Architect Name], an interior architect, representing the architectural firm, **[] Architecture Group**, with registered business address at **[] Address**

for the following Project:

[] Interior Renovation at **[] Address**
for aesthetic and space improvement purposes.

The Contractor:

[Contractor Name], a construction business, represented by its general contractor, **[]**, with registered business address at **[] Address**.

The Owner and Architect agree as follows:

ARTICLE 1. AGREEMENT DOCUMENTS

The documents legally binding the Owner and Architect are these Articles of Agreement and the rest of the documents, listed as follows:

- 1.1. Renovation Proposal;
- 1.2. Renovation Project Plan;
- 1.3. Renovation Work Contract;
- 1.4. Renovation Service Agreement of the Architect;
- 1.5. Project Blueprints provided by the Architect;
- 1.6. Approved list of Construction Materials;
- 1.7. Notice to Proceed;
- 1.8. Change Orders, if applicable; and
- 1.9. Design Modifications, if applicable.

ARTICLE 2. WORK

2.1. The Owner engages the Architect to plan, design, and supervise the renovation project. Upon signing this agreement, the Architect agrees not to accept any other projects from other parties during its execution of the work.

2.2. The Architect must comply with the conditions provided in the Agreement Documents stated in Article 1, hereof.

2.3. The Architect must complete all work necessary on the [DATE] 19th of July 2020 as specified in the Renovation Service Agreement. The Architect will only assess and design the designated area within such allotted time as specified by the Owner.

ARTICLE 3. DATE OF COMMENCEMENT AND COMPLETION

3.1 The work to be performed by the Architect under this Agreement must commence during the effective date of _____, upon the issue of the Notice to Proceed and completed by _____.

3.2. Unless otherwise required, for the safety of the persons or the property or adjacent entities thereto, all work at the site must be done between the hours of 8 AM and 5 PM from Monday to Friday.

ARTICLE 4. LOCATION

Completion of all work will be executed at _____, the designated location of the Project as specified by the Owner.

ARTICLE 5. MATERIALS

5.1. The Architect is responsible for the provision of all materials, equipment, and supplies required to perform the design and renovation services for the Project. Unless otherwise specified in this Agreement, all materials and supplies to be used in the completion of the Project must be new and in good condition.

5.2. The Architect must not use any of the materials, equipment, and supplies provided for purposes not related to the completion of the Project stated in this Agreement.

ARTICLE 6. PAYMENTS

The Owner will pay the Architect a total amount of _____ for the completion and satisfactory performance of the needed work on the Project. The Owner may still increase or decrease the specified payment, depending on how the Architect executed its responsibilities under this Agreement.

6.1 Progress Payments

The Owner agrees to pay the Architect weekly progress payments equal to 25% of the total cost due to the Architect, provided that the Architect submits a weekly progress report and payment request, subject to the approval of the Owner. Remittance for the progress payments will be done every Thursday of the week.

6.2 Final Payment

6.2.1. Upon the completion of work, the Owner will process a Notice of Final Settlement at least fourteen (14) days prior to the date of the final settlement.

6.2.2. The Owner must fulfill remittance of the entire payment due to the Architect upon the date of the final settlement. Failure of the Owner to remit full payment to the Architect during the designated date requires the Owner to pay interest. The Architect is entitled to receive an 8% interest on the total

payment if the Owner incurs monthly payment delays during the final settlement.

6.3. Payment in the Event of Termination

In the event of the termination of this Agreement, the Owner must pay the Architect the amount it is entitled to receive based on the extent of work the Architect has executed as stipulated. Such amount is lawfully due and payable within the 7-day allotted termination payment period.

ARTICLE 7. OWNER

7.1 The Owner will secure all the necessary documents to commence the execution of the Project on the designated property.

7.2. The Owner will provide all the necessary payment to the Architect for the completion of the Project.

7.3 The Owner will personally supervise and check the performance and output of the Architect, visiting the site twice a week, and mandate the appropriate changes on the Project.

ARTICLE 8. ARCHITECT

8.1. The Architect will be responsible for planning, designing, and supervising the work, particularly on the interior renovation of the cafe.

8.2. The Architect will secure all the necessary documents, materials, and equipment for the completion of the Project.

8.3. The Architect will duly perform the work assigned and stated in this Agreement.

8.4. The Architect must abide by the laws in performing its required work on the Project.

8.5. The Architect must coordinate with the Contractor and Subcontractors during the process of completing the Project.

ARTICLE 9. CONTRACTOR

9.1. The Contractor will duly perform the work assigned and stated in this Agreement.

9.2. The Contractor will secure a copy of the blueprints on the Project.

9.3. The Contractor will secure all the necessary documents, materials, and equipment for the completion of the Project.

9.4. The Contractor will coordinate with the Architect and Subcontractors during the process of completing the Project.

ARTICLE 10. SUBCONTRACTORS

10.1. The Subcontractors, under a binding contract with the Contractor, will perform any work for the Project on the site.

10.2. The Subcontractors will duly perform the work as agreed with the Contractor.

10.3 The Subcontractors will coordinate with the Contractor and Architect during the process of completing the Project.

ARTICLE 11. NATURE OF RELATIONSHIP

The Owner and the Architect acknowledges a commercial relationship hereunder. Upon signing this agreement, the Architect concedes and recognizes the Owner's full right and authority to mandate necessary changes and approve all suggestions or decisions from the Architect and the Contractor to complete the Project.

ARTICLE 12. COMPLIANCE WITH LAWS

In compliance with applicable local, state, and federal laws, the Architect will secure all the necessary documents, permits, and certifications to proceed with its work for the Project.

ARTICLE 13. MODIFICATIONS

No modifications or amendments will take effect on this Agreement without the consent and written authorization of all Parties hereto.

ARTICLE 14. SETTLEMENT OF DISPUTES, GOVERNING LAW & ARBITRATION

- a. Any dispute and/or difference arising out of, or relating to this agreement including interpretation of its terms will be resolved through joint discussion by the authorized representatives of both the parties. Moreover, if the disputes are not resolved by discussion then the matter will be referred for adjudication to the Arbitration of a Sole arbitrator.
- b. This Agreement shall be governed by the laws of India. The Courts in **Mumbai (City Name)** shall have exclusive jurisdiction over the subject matter of this Agreement.
- c. In the event of any dispute or differences arising out of or in connection with this agreement, the parties hereto, agree to resolve their dispute by a sole arbitrator chosen by the parties in fast track procedure under the provision of Sec29B of Arbitration and Conciliation act of 1996. The award under this section shall be made within a period of 6 months from the date of commencement of the arbitral tribunal proceedings.
- d. The arbitration proceedings shall be conducted in English. The place of Arbitration shall be **Mumbai (City Name)**. The award passed in the arbitration proceedings shall be final and binding on both the parties.
- e. The cost of arbitration proceedings shall be equally borne by both the parties.
- f. Each party shall individually bear the fees of their respective Advocate/Counsel for the proceedings.

14.1 Initial Decision Maker

The Owner will act as the Initial Decision Maker in case a dispute arises. The Representative will only provide unbiased views and assistance to both disputing parties in the settlement process.

14.2 Binding Resolution

14.1. All parties agree to follow a non-binding arbitration process in resolving disputes arising out of or relating to any terms or conditions stated in this Agreement.

14.2. The Representative will facilitate any claims, disputes, and other matters between the parties on the acceptability of work relating to performance, changes, and output.

14.3. To resolve the disputed matter duly, the Representative will not participate in any decision making and will only mediate both parties until a conclusion is attained.

ARTICLE 15. INSURANCE

15.1. The Architect, under applicable laws, indemnifies and protects the Owner from and against all claims and liabilities on any forms of injuries, accidents, loss, or damage that occurs in or to the property during the execution of work as stated in this Agreement.

15.2. The Architect will provide, without limiting its obligations or liabilities to the Owner, a minimum insurance amount of _____ in case of damages caused by natural disasters and accidents during its execution of work.

ARTICLE 16. TERMINATION

16.1. The Owner has the right to terminate this Agreement upon failure of the Architect to complete the work as stated herein, by giving a notice of termination to the Architect.

16.2. In case the Owner decides to terminate this Agreement, the Owner will abide by the payment terms stated in Article 6 of this Agreement. No termination fees will be delivered to the Architect if the cause of termination is its failure or non-compliance thereof to execute the work stipulated on this Agreement.

This Agreement is executed on the date first set forth above.

**Owner Name
Name**

Architect

OWNER

ARCHITECT

WITNESSES:

Witness 1 _____

Witness 2 _____