

**CONTRACT FOR PRELIMINARY DESIGN**

**THIS CONTRACT FOR PRELIMINARY DESIGN** (this “Contract”), dated this \_\_\_\_ day of \_\_\_\_\_, 200\_\_, is made by and between **ROCIO ROMERO, L.L.C.**, a Missouri limited liability company (the “Company”) and \_\_\_\_\_ (the “Client”).

**WHEREAS**, Company designs, manufactures, builds, ships, and sells its LV series kit homes; and

**WHEREAS**, Client desires to obtain from Company a preliminary design for a custom LV series kit home, with the intent to ultimately purchase the custom LV series kit home from Company; and

**NOW THEREFORE**, in consideration of the premises and the mutual covenants contained herein, the parties agree as follows:

1. Services. Company shall design for Client one (1) basic floor plan for the LV series kit home (the “LV Series Kit Home”).

2. Fees.

a. Client shall pay to Company the non-refundable fee of \$1,000.00 (the “Engagement Fee”) upon execution of this Contract.

b. Fees for the preliminary design services shall be deducted from the Engagement Fee as Company performs the services, pursuant to the schedule in Section 2(c). Upon exhaustion of the Engagement Fee, Client shall pre-pay to Company an additional \$1,000.00 from which fees shall be deducted. Client shall further pre-pay \$1000.00 to Company each time the Client’s balance reaches \$0.00. If Client fails to pre-pay as indicated above, Company will cease all preliminary design services and Company shall have no obligation to send to Client any work completed. Upon Company’s completion of the preliminary design services, if there is still a balance in the Client’s pre-paid account, such funds shall first be applied to any outstanding balance that Client may have with Company. If no other amounts are due to Company, Client shall receive the remaining balance.

c. Client shall be billed for Company’s services under this Contract as follows:

<u>Custom Design Services</u>	<u>Fees</u>
Designer’s Consultation	\$240.00 per hour
Project Management	\$120.00 per hour
Drafting	\$75.00 per hour
Clerical/Administrative	\$30.00 per hour
Reimbursement	Cost plus 10%

d. The fees stated above include labor and normal expenses related to mailing and telecommunications. Items for which Company shall require reimbursement from Client include engineering services, reproductions, plotting, film processing, travel expenses, and postage. The fees stated above are subject to change at any time in Company’s sole discretion.

3. Invoices. Company shall prepare and e-mail an itemized invoice to Client on a monthly basis so to keep Client informed as to the work completed by Company and the balance in Client's account.

4. Additional Contract. Upon completion of the preliminary design, if Client would like to purchase the LV Series Kit Home, Client and Company shall enter into a Contract for Sale of LV Series Kit Home.

5. Purpose. Company and Client have entered into this Contract for the specific purpose of creating a preliminary design for the LV Series Kit Home. Client hereby specifically agrees that Client will use this preliminary design only to obtain financing and take other initial steps towards purchasing the LV Series Kit Home and for no other purpose.

6. Parties' Addresses. Any shipments, mail, notices, or payments required hereunder shall be hand-delivered or sent by United States Mail as follows:

Client Mailing Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Company Mailing Address: Rocio Romero, LLC  
PO Box 30  
Perryville, Missouri 63775

Company Physical Address: Rocio Romero, LLC  
PCR 810  
Perryville, Missouri 63775

7. Termination. Either party has the right to terminate this Contract upon written notice to the other party. Client shall pay to Company all fees owed by Client. Company shall retain the Engagement Fee.

8. Assignment. Client may not assign its rights or delegate its performance under this Contract without the prior written consent of Company, and any attempted assignment or delegation without such consent shall be void.

9. Breach of Contract. In the event of any breach of this Contract by any party hereto, the non-breaching party shall have all remedies allowed by applicable law or in equity, including specific performance. In the event an action is brought by virtue of breach of the terms and provisions hereof, then the prevailing party in any such action shall be entitled to recover its reasonable costs and expenses incurred by virtue of such breach, including reasonable attorney fees, from the non-prevailing party.

10. Binding Effect. This Contract shall be binding upon and inure to the benefit of the parties to this agreement, their heirs, executors, administrators, successors, and assigns.

11. Severability. This Contract shall be performed and shall be enforceable to the full extent permitted by applicable law. The illegality, invalidity, waiver, or unenforceability of any paragraph, clause, or provision of this Contract shall not affect the legality, validity, applicability, or enforceability of any other paragraph, clause, or provision of this Contract or of the Contract itself, unless such illegality, invalidity, or unenforceability would defeat an essential business purpose of this Contract. Such

unenforceable provision shall be automatically amended so as to conform to the applicable laws while maintaining as closely as possible its initial purpose.

12. Entire Agreement. This Contract constitutes the entire agreement between the parties, and there are no representations, warranties, or conditions express or implied statutory or otherwise, other than those contained in this Contract. This Contract may not be modified or terminated orally, and no modification, termination, or attempted waiver shall be valid unless in writing signed by both parties.

13. Governing Law. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Missouri, and Perry County, Missouri shall be the exclusive venue of any dispute arising hereunder.

IN WITNESS WHEREOF, the parties have executed this Contract for Preliminary Design as of the day and year first above written.

**COMPANY:**

**ROCIO ROMERO, L.L.C.**

a Missouri limited liability company

By: \_\_\_\_\_

Name: Rocio Romero

Title: Principal

**CLIENT:**

\_\_\_\_\_  
Print Name: \_\_\_\_\_