



Online Land Planning

**CONTRACT AGREEMENT
ONLINE LAND PLANNING SERVICES**
For
Property Name

This Contract is made on _____ day of the _____ month, 2008, by and between:

Online Land Planning, LLC.
856 Avenue B
Redondo Beach, California

(herein referred to as OLP)

Represented by: Rick Abelson, ASLA, CLARB

AND

Company Name
Address

(herein referred to as _____)

Represented by: Property Owner or Representative Name

I. Purpose of the Contract:

The purpose of this contract is to provide initial Land Planning Services for the Project. These services shall be undertaken during a three week period, which will commence with the transfer of basic site information from the Property Owner (or authorized Representative) and identified in the Scope of Services. This information should be sufficient to provide a detailed program scope and give form and direction to future land planning work.

The online land planning services will be completed by senior design professionals of OLP and who have a combined experience of nearly one hundred years and have been working together on similar projects using this methodology for over seven years.

Online Land Planning Services Contract
Page Two

II. Scope of Services:

- OLP will review the initial planning data sent to us and the Owner's signed proposal.
- OLP will note the access, circulation, topographic features and opportunities and constraints.
- OLP will review the initial program and discuss the ideas, goals and objectives for property with the Owner during a one hour telephone call prior to commencing work.
- OLP will review the stated budget, time schedule and deliverables based on the Contract Agreement.
- OLP will develop several informal alternative diagrams for the Property based on the information collected in the aforementioned Scope of Services.
- OLP will select and provide a single, preferred land planning layout that maximizes the opportunity of the Owner's Property based on the surrounding context, practical land uses, building configuration, circulation, parking and guest experience.
- OLP will prepare and refine a final conceptual level land plan and provide supporting sketches and text to explain the overall potential appearance of the Property with the intent to maximize the value for the Owner.

III. Owner Furnished Information:

The following base information is to be furnished to OLP by the Owner prior to commencing work:

- Legal Address of the Property
- Property Boundary Plan (with scale and north arrow indicated)
- Topographic Survey showing Easements and Setbacks
- Infrastructure and Utility Information (surface and subsurface)
- Aerial Photo or Google Earth Map
- Ground Level Photos (with diagram showing where each photo was taken)
- Relevant Zoning, Permitted Uses or Government Requirements
- Special Land Uses or Historical Features to be considered
- Available Marketing or Economic Data influencing the Property
- Online Database Checklist & any Additional Website Comments

IV. Time Schedule:

Upon signature of this Contract Agreement and receipt of the retainer payment, a mutually agreed completion date will be established. Based on our previous experience, it is estimated that the work set forth shall not exceed three (3) weeks.

Online Land Planning Services Contract
Page Three

V. Deliverables:

- OLP will provide a final, bound 11” x 17” Presentation Booklet with proposed Project Logo and Name. The Final Booklet will include the Owner’s (or Representative) contact information.
- The Final Booklet will include hand drawn pertinent analysis plans, land use diagrams, site photographs and written information to explain the land plan strategy.
- The Final Booklet will include up to three (3) hand drawn point of view color sketches and /or renderings that will conceptually illustrate the overall appearance of the Property, as planned.
- The Final Booklet will include a hand drawn, colored site plan showing building locations and initial building program with gross area and building tabulations.
- OLP will ship (via overnight courier), the Final Booklet and one (1) CD Electronic Version. Additional Booklet copies are available at cost plus 15%.

VI. Compensation:

OLP will provide our Professional Land Planning Services outlined for a lump sum fee of _____ Thousand Dollars (US\$,000). OLP requires a retainer payment of 50% before commencing work and the balance due upon review of the Final Booklet by the Owner, and prior to shipping. An Online Screen Check Copy (.pdf format with a protective watermark) will be available for the Owner to see the Final Booklet prior to printing.

OLP accepts all major credit card payments through our secure online website. We also accept bank wire transfers and money orders or certified checks by registered mail.

VII. Copyright and Restrictions of Use:

The data and information available through the OLP Website is the property of Online Land Planning, LLC (or its licensors) and is protected by copyright and other intellectual property laws. Your acceptance of the terms herein evidences your acknowledgement that the OLP Website and its contents is compiled, prepared, selected and arranged by OLP (and/or its licensors) through the application of methods developed and applied through the expenditure of substantial time, effort and money. You agree to protect the copyright and all other proprietary rights of OLP (and its licensors) in our method to conduct our business. You shall not download or otherwise store any information or data from the OLP Website by any means and you agree to not decompile, disassemble, reverse engineer, modify, create derivative works based upon, reproduce, retransmit, distribute, disseminate, sell, publish, sublicense, allow access to or convey any intellectual property created without the prior written agreement of OLP.

Online Land Planning Services Contract
Page Four

VIII. Ownership of Instruments of Service:

All reports, plans, renderings, sketches, technical criteria and other documents, including all documents on electronic media, prepared by OLP as Instruments of Service, shall remain the property of OLP as the author and owners of the Instruments of Service and shall retain common law, statutory and other reserved rights, including copyrights. The Instruments of Service shall not be used by the Owner for future additions or alterations to this project or for other projects without the prior written agreement of OLP. Any unauthorized use of the Instruments of Service shall be at the Owners sole risk and without liability to OLP.

IX. Indemnity Clause:

A licensing fee to transfer Instruments of Service to the Owner can be negotiated upon request and if the Owner agrees to hold harmless, indemnify and defend OLP against all damages, claims and losses of any kind arising out of any use of the Instruments of Service on any other project, for additions to the Owner's project or for the completion of this project. OLP shall retain the right to reuse the Instruments of Service whether or not the Owner's project is completed.

X. Termination:

- A. Either party may terminate the agreement upon not less than seven (7) days written notice should the other party fail substantially to perform in accordance with the terms of the agreement through no fault of the party initiating the termination.
- B. This agreement may be terminated by the Owner upon not less than seven (7) days written notice in the event that the project is suspended or abandoned for any reason. In this event, OLP shall be compensated for the services performed prior to the effective date of the notice of suspension or abandonment.

XI. Modifications:

This contract may not be changed or modified unless in writing and signed by both parties.

XII. Signature of Parties:

Online Land Planning, LLC
(Land Planning Company)

Company Name
(Land Owner or Representative)

Rick Abelson, ASLA, CLARB
Director of Land Planning

Name:
Title:

Date:

Date: