

2019

Copyright Law in Canada, and How it Relates to Architectural Design Work

When it comes to architectural home design, Copyright Law is broken every day in Canada, what most don't know is that breaking this law can have very severe consequences. The shocking fact is that many people don't even know why, when, or how they are breaking copyright law when looking to custom design their dream home. This booklet has been created to walk you through the copyright process, so that you can avoid the very costly issue of being charged with Copyright infringement and possibly sued for substantial damages.

**WHAT YOU NEED TO KNOW BEFORE
YOU USE ANY PLANS, IDEAS, IMAGES, or
OTHER ARCHITECTURAL CONCEPTS FROM
ANY DESIGNER**

**TO AVOID BEING SUED AND
CHARGED WITH COPYRIGHT
INFRINGEMENT!**



Copyright Law in Canada & How it Relates to Architectural Design Work

**What you need to know about home/building plans
if you are thinking about using part of or all
of someone else's plans or design ideas**



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Notice to reader: This booklet/paper is a general overview of the subject matter and is provided as GENERAL INFORMATION ONLY. As copyright law can be a very complicated process that can have varying outcomes, this document and or the content within this document should not and cannot be regarded as any legal advice what so ever. The following is “only” the authors' opinion and based on research done by the author that may or may not be reliable. The reader is strongly advised and cautioned to seek their information or advice from legal counsel before entering into ANY contract with a Designer, Architect, Builder or Contractor as it may pertain to Copyright Law in Canada or international law.

Research information related to case law etc. herein is based in part on a paper authored by the Gowlings Law firm. I should be further noted that the Author has in the past engaged Gowlings many times over several years with other previous projects and engagements.

Forward

This book is for anyone thinking about designing and custom building a new home, especially if you are just about to venture into engaging a draftsman, architect, or designer to design your dream abode. You first need to inform yourself about copyright issues. In this book, we hope to educate you on the ins and outs of Copyright Law, and how and why that may affect you in your pursuit of designing your dream home. We will walk you through what to look out for so that you make sure you do not fall victim to copyright infringement and possible copyright infringement charges that might be brought against you and/or the associated legal suite damages/cost that could be awarded to the party being infringed upon. Furthermore, we will show you how to instruct your drafts/designer as to what materials, ideas, and design concepts they/you can or cannot use. Also, how you need to get permission from the original author of a design/plan that you might like, even if you plan to make substantial changes to their original plan or ideas. As well, answer the big question of why you even need to care about copyright issues while getting a new custom home designed!

I ask you this one question before you read this book, how would you like it if someone was stealing your hard-earned possessions? Stealing someone's plans and design ideas is no different than illegally copying music or copying a movie without permission; all of it is illegal! Furthermore, the consequences can be very costly!

Copyright Law in Canada & How it relates to Architectural Design Work

**What you need to know about home/building plans
if you are thinking about using part or all of someones plans or design ideas**

Introduction

There is one law in Canada that many people tend to break and many do not even know they have committed a crime! Breaking this law can have very severe consequences. This law is known as Copyright Law. One reason many people don't know why, when, or how they are breaking copyright law is that they simply do not know about it, however, ignorance of this law is no defence, and if charged with this offence can have severe consequences!.

When people start the custom home or renovation planning process, they tend to break this law. This, when looking at magazines, the internet, builders plans, and so forth to get "ideas" for their new home by "copying" these ideas and plans, they end up breaking copyright law. What they do not know is that in many cases collecting, copying and using such materials can be a direct infringement of copyright law. Another common copyright infringement is when a client asks a home designer or architect to use another designer or home builder's plans as a "starting point" to design their home. What most people do not seem to grasp is that unless they fully disclose where the client has gotten this *planning* information from, they can become liable for copyright infringement. Furthermore, they need to fully disclose this to their selected home designer so that the designer can ask permission for the use of such design work and ideas. Otherwise, the client and the home designer can both become liable under copyright infringement law.

It is one thing to show your home designer your ideas from say internet clippings, where your selected designer can then create a *Unique Plan*, somewhat loosely using these *rough ideas* (if these ideas are generally deemed *industry-standard* ideas). If you were to give your home designer a copy of a home plan, say from some other designer or builder that you like, such as a floor plan brochure, and ask your designer to make some changes to that plan - even if the designer completely re-draws a new plan from scratch but uses a small amount of the original design or part of the original design, or simply reverses the design with mostly all the same ideas in the design concept, this does NOT mean the *new* plan is unique.

This short booklet has been designed to inform you about the infringement risk you might be putting yourself at when using such ideas and plans, and what to look out for before you engage a Home Designer. Also, to inform you that when engaging Landen Design for our complimentary preliminary concept planning, our complimentary planning are also protected by copyright law! Furthermore, we prosecute ALL infringement of our plans, no matter the cost!

Copyright Law in Canada

A brief background

Copyright infringement is kind of like cheating on a test, you might get away with it, and no one may ever know that you cheated. But unlike cheating on a test, there could be much more severe consequences than just having to re-do a test, or being kicked out of class for cheating. Never mind the moral issues related to effectively cheating/stealing by copying someone else's design work.

In Canada, any custom home designer or architect's (*the Designers*) plans and design materials as related to any building design or structural design work that is originally created by the designer is protected under Canadian copyright law, and this law protects such work for the life of the designer, plus 50 years. There are several precedent setting cases in Canadian law such as the case of (*Lifestyle Homes v. Randall 1991*) and many more where judgment awards for damages have been issued, and in many instances, very substantial judgment awards. Generally speaking, Canadian copyright as it pertains to designers and architects, covers plans, sketches, drawings, renderings, models, including CAD generated plans, images, or renderings, and any design materials belonging to the designer under their *ownership*. And the design/plans/work remain the property of the designer, regardless of whether the design/work was paid for by the clients or not. (*See also the Canadian Standard Form of Contract for Architectural Services*)

The ONLY way someone can use a designer's *design/work*, even if fully paid for, is with written permission under a separate *Assignment Agreement* or a *Licence Agreement* or a separate *Copyright Transfer Agreement* to do so. Therefore, to be very clear, even if you as the client have fully paid for the design services of the designer, their design work still belongs to them, and cannot be used by the client unless authorized by the designer. It should be further noted that if the client has a *Licence Agreement* with the designer, this only allows the client to use the designer's design/work/plans for a one-time single-use, only for the project, or project site that the design was initially intended for. So, even if you as the client do have a valid license, or have an assignment of copyright in hand, that does not mean you can use the same design work for some *other project*. Nor can the client assume that they can use the same design work for several sites. The client is deemed in breach of Canadian Copyright Law for any such multiple uses. The client can also become directly liable under copyright law to pay the designer for their lost services, due to any *re-use* of the designer's work. Furthermore, you can also be held liable for all damages plus legal costs that may arise from such breach, if proved in court.

Legally using a Designers Design Work

The ONLY way around this is IF the designer has pre-agreed under a mutually agreed to contract to allow the client to retain copies of the designer's work and drawings for the purposes of maintenance and records as related to the project. Or, if the designer has transferred the copyright rights of the design/work directly to the client and or has licensed the client to use the design work for re-use for numerous projects. In other words, even if you as the client have fully paid for all of the design/work, you as the client may only use the design plans for the project outlined in the design plans under an *individual licence arrangement*, for a ONE time use, unless otherwise authorized in writing by the original designer. What this means is that the plans and drawings may only be copied for a one-time project use in respect of the same site and for the same project that they were originally designed for, and shall not be used for the purpose of any renovation, addition or alteration to the project unless written consent is first obtained from the designer. However, it should be noted that even if a designer has assigned the copyright and granted an interest in copyright for specific plans and drawings under license, the designer still has the right to revoke such license. As in the case of Michael Katz Associates vs. Cytrynbaum in 1983, the Court decided that a designer/architect may withdraw their consent to the transfer of copyright if given without consideration.

Dispute with your designer & how to legally hire a new designer to finish plans

It should be noted that in the event of a dispute between the client and the designer/architect, the client must pay the designer for his/her design/work before using or modifying the Designers design. The Supreme Court of Canada decided in the case of Netupsky verses Dominion Bridge Co. in 1972 that payment for the designers' services implies the transferal of the right to use the plans for the project and purposes contemplated at the time the agreement was signed between the client and the designer. However, where the client ends the relationship with one designer and then retains another firm to continue the original designer's work, the new firm must obtain the written permission from the original design consultant to use the original unique design (see also R.R.O. 1990, Reg. 27, s. 49.2). In addition, the new design firm must obtain written acknowledgement from the client that the previous design firm has been fully paid and that the client has obtained the right (*assignment or license or copyright transfer*) to use the original design work from the original designer and further confirm that said right has been transferred to the client from the original designer.

Furthermore, the original firm must be credited for the work done before the new design firm is retained. The Copyright Act in Canada provides that upon infringement of copyright, a designer is entitled to such remedies as injunctions, damages, accounts, and other damages that may be proved in Court. However, it should also be noted that IF the construction of a project which said design has infringed on the designer's copyright is already under construction, the designer will

not be able to obtain an injunction halting construction or an order for destruction of the project. However, Canadian courts do consider the many factors in the assessment of damages for copyright infringement, such as was evidenced in the case between Hay Construction Co. Ltd. vs. Sloan in 1957, or the case of Bemben and Kuzych vs. Greenhaven Carnagy in 1992, along with several other cases.

These factors can include:

- the fee the designer/architect would have earned for the granting of a licence;
- the profit gained by the infringing party;
- the loss of opportunity to enhance the designer's/architect's reputation;
- the designer's/architect's risk and exposure to liability;
- the amount of labour and expenditure involved in the project; and
- the conduct and knowledge of the individual infringing the copyright.

Punitive damages may also be awarded in cases where there has been an intentional disregard for the designer's/architect's rights and the direct unauthorized reproduction of the original design.

The Canadian Federal Court has confirmed that copyright protection for *architectural design works*, which includes architectural and structural engineering plans and constructed structures, all fall under Canadian Copyright law protection. Where the court has upheld many cases to this effect with recent cases showing that infringement, involved in designing and constructing infringing of architectural works can face very serious consequences.

Under Canadian copyright law, design work must be *original*. It cannot be a copy of existing work and must be the product of the *skill and judgment* of its author. The Canadian Copyright Act gives the owner of copyright materials and design work the sole right to reproduce the work or any form or *substantial part* of the work, for the duration of the author's life plus 50 years. If another person produces or reproduces the work without permission during that time, they will be liable for copyright infringement and subject to whatever a court may award in damages.

Architectural Copyright Precedent

In Canada, copyright cases involving architectural works have several recent cases that now set Canadian case-law precedent. Where the Courts have found that architectural and design work is, to a degree, functional or useful no matter if the structure is formed of well know industry construction practices and would still be protected by copyright protection. The selection and arrangement of the various elements by a designer/architect have been found in a court of law to have required significant *trial and error* testing and the exercise of skill and judgment on the part

of a designer/architect, where a court can order the defendants to pay damages based on profits that would have been earned on a project.

In a copyright infringement case related to the design of a private residence in Toronto, Ontario that was widely reported in the media, a defendant builder and architect had unlawfully copied exterior elements of the plaintiff's house design referred to in that case as the "Strathearn Design". The case was settled before trial, with the parties agreeing to the issuance of a judgment declaring that the "Strathearn Design" was protected by copyright. Further, the Court granted a permanent injunction prohibiting the builder and architect from reproducing any part of the design without the Plaintiff's permission. These and other cases demonstrate that Canadian Courts do recognize copyright in design/architectural works, and indeed do grant significant monetary awards and additional remedies if copyright is infringed.

As a result, if you are considering copying plans or any part of plans or ideas from home magazines, the internet, or other sources that you as the client want to have reproduced or even partly reproduced, you should be cautioned that both you as the client and the designer that you engage could be infringing on certain copyright law, that could have very serious consequences. Furthermore, we at Landen Design prosecute ALL infringement of our design work that we become aware of! This, in order to protect our good name and business.

Copyright Defined

In the simplest terms, "copyright" means "the right to copy." In general, copyright means the sole right to produce or reproduce a work or any substantial part of a work such as design work in any form. It includes the right to construct or perform work based on design work or any significant portion of it. Even if the design work is unpublished, Canadian copyright still protects the design work. It includes the right to publish, republish, or copy the design work or any substantial part of it in ANY form. Canadian copyright includes design work, architectural work, design structural work, plans, blueprints, renderings, sketches, drawings, and other construction details. Some people confuse copyrights with patents, trademarks, industrial designs. Like copyright, these others are rights granted for intellectual creativity and are forms of IP that a designer or architect's work may also fall under if these designs are deemed a new concept not used in standard construction.

What Canadian Copyright Protects

Copyright applies to all original artistic works such as a designers plans, and related planning materials, including but not limited to: plans, renderings, CAD work/files, hand sketches, 3-D modelling, images, and or any copies created by the original author/designer that meet the provisions and conditions set out in the *Copyright Act* and each of these general categories can cover a very wide range of creations, including home design, home floor plans, architectural design, blueprints, renderings, sketches, drawings, and other construction details including exterior design details, etc. As well, this can fall under artistic works such as drawings, maps, photographs, renderings, and plans.

The Conditions for Copyright

Copyright in Canada applies to every original artistic or design work where the author/designer was at the date of the making of the design/work a citizen or subject of, or a person ordinarily resident in, Canada or some other treaty country. This includes all architectural design work in Canada!

Registration of Copyright

The *Copyright Act* in Canada states that a certificate of registration of copyright is evidence that copyright exists and that the person registered is the owner of the copyright. **However, it is not necessary for design work to have ANY form of Copyright label or copyright notice in order to have such design work protected under Canadian copyright law.** It should be further noted that the Copyright Office is NOT responsible for policing or checking on any registered works and cannot guarantee that the legitimacy of ownership or the originality of a particular work even if the work/design was registered. In other words, simply checking the copyright office to see if a work/design is registered does NOT alleviate the risk of copyright infringement liability.

Copyright is a Lifetime of Protection

Generally, copyright lasts for the life of the author/designer, the remainder of the calendar year in which the author/designer dies, plus 50 more years following the end of that calendar year. Therefore, protection will expire on December 31 of the 50th year after the author/designer dies.

What if the Author/Designer is an Unknown Author?

In the case of design work where the identity of the author/designer is unknown, copyright in the design work exists for whichever is the earlier of:

- the remainder of the calendar year of the first publication of the design work plus 50 years, or
- the remainder of the calendar year of the making of the design work plus 75 years.

What about Artistic Works?

Home design and architectural works fall under the copyright category of *Artistic Works* which include but are not limited to, drawings, maps, charts, plans, photographs, sketches, site plans, renderings, blueprints, CAD generated images, or renderings, and any work expressed by any process akin to photography, illustrations, sketches, models, works of artistic craftsmanship, architectural works (*meaning buildings or structures or any model of a building or structure*) and compilations of artistic works.

Marking a work with the copyright symbol is not mandatory under Canadian copyright law. The marking consists of the symbol ©, the name of the copyright owner, and the year of first publication. A work/design with this symbol serves as a general reminder to everyone that the work/design is protected by copyright. It should be noted that the copyright symbol can be used by the author/designer even if the work is not registered.

Assignments and Licences

An assignment occurs when a copyright owner transfers part or all of their rights in a particular work/design to another party. The assignment can be for the whole term of the copyright for a particular set of plans, for a particular project, or for a certain part of it. Another form of copyright transfer is the use of a Licence; this is most common for design/architectural work. A licence allows someone else to use a work/design for certain purposes and under certain pre-agreed to conditions, and usually just for a particular set of plans, for a specific project, or part of that project, and generally for a pre-set time frame. However, in both cases, the designer as a copyright owner, still retains ownership of their plans and design materials.

When do Moral Rights Come into Play?

You need to consider moral rights when, for example, you are doing any of the following:

- Changing a designer's plans, blueprints, drawings in any form
- Copying a Designer's design work in any form
- Manipulating a Designer's digital drawing also known as CAD drawings
- Omitting the Designer's name from a print, drawing, rendering, plans, or sketches

The designer of all copyright-protected works enjoy further rights in Canada and international law that when using images, plans, drawings, etc. you need to also respect the moral rights of attribution and integrity. Designers and Architects have moral rights that are also upheld in countries where their works may also be accessed.

Is it Cheating or Illegal?

It probably can be called non-ethical to copy someone else's home plan's or part thereof, and is undoubtedly a violation of any honour code if you happen to get away with it. Still, if caught, there are two things that may happen. First, you get notice of copyright infringement with a cease and desist order, meaning stop using the designer's plans and materials. At this point, if you comply, it "may" be enough to satisfy the infringement complaint. Taking someone to court costs money, and the designer may not wish to pursue things further merely due to the cost of the court process. However, a second thing could happen, the person and or company infringing on the designer's copyrights may press charges, and then everyone gets ready to go to court. The option thereafter, and the most common way this type of dispute is settled, is in an out of court settlement. However, many cases go through the entire court process, which can cost hundreds of thousands just in legal costs. We at Landen Development Inc. and or a division of Landen Design-Build have sued with several president setting cases where we (Landen) filed charges and filed suit, and went the full distance to settlement, or getting a court order to pay (Judgment)!

Additional contacts and information

Copyright Board of Canada
56 Sparks Street, Suite 800
Ottawa ON K1A 0C9
Tel.: 613-952-8621
Fax: 613-952-8630
www.cb-cda.gc.ca

Ask us about the following:

Example of Notice of Copyright Infringement

Example of a Short form Permission to use Copyright Design

Example of a Short form Copyright Assignment Agreement

Sample Documents on the following pages

NOTICE OF COPYRIGHT INFRINGEMENT

Landen Development Inc.

_____, 2020

Attention:

Contact Name:
Address:
City, Province:
Postal Code:
email address:

Without Prejudice

SUBJECT: INFRINGEMENT OF COPYRIGHTED DESIGN WORK MATERIALS

Attention: _____

We believe you also value your work as much as we value our design work. However, it has come to our attention that you have infringed upon our copyright protected design work (the "Design Work"). This infringement consists of the copying of our plans and ideas, in whole or in part and the use of our copyright protected architectural Design Work without our authorization to do so, by using the listed following copyrighted Design Work in the following ways, and or as may also be proved in a court of law:

[DESCRIBE AND IDENTIFY]

Unfortunately, your actions have unlawfully used our Design Work that also misappropriates and misuses our original and creative work and deprives us of the benefits, privileges, and profits from the exclusive use of our copyrighted Design Work.

We have not authorized your use of our Design Works for your commercial purposes and, therefore, as the copyright owner, we demand that you immediately cease and desist from using any part or any format in any way of our Design Work and further demand that you cease and desist from permitting any other third party to use our copyright protected Design Work, including but not limited to using our Design Work for planning and permitting authorities, trades, suppliers, contractors, builder's and or their sub-contractors, or any other use whatsoever.

We are hereby demanding an explanation of this matter. Please contact the undersigned immediately at the contact information below so we can try to resolve this matter. If we do not hear from you within ten (10) business days from the date of this letter, we will take whatever legal remedy available to us under Canadian Copyright Law.

Please govern yourself accordingly as we take very seriously copyright infringement.

Respectfully,

Greg Genereux CEO
Landen Development Inc. Phone: 403-619-4734 email: landengroup@gmail.com

PERMISSION TO USE COPYRIGHTED DESIGN WORK

This Copyright Assignment (the "Agreement") is made and effective this day ____ of _____, 2020

BETWEEN: **Landen Design-Build a division of LANDEN DEVELOPMENT Inc.** (the "Assignor"), a corporation organized and existing under the laws of the Alberta Canada, with its head office and mailing addresses located at:
Civic address: 274044 10St East Okotoks AB T1S-1A2
Mailing address: RR2 Site 10 Box 2 Okotoks AB T1S-1A2
email: landengroup@gmail.com

AND: _____ (the "Assignee"), a person and or corporation organized and existing under the laws of Alberta, Canada, with its head office located and or other mailing address at:

email: _____

FOR GOOD CONSIDERATION, the Assignor, as copyright holder, hereby grants permission to the Assignee, to reprint, the copyright architectural plans, renderings, details building specifications and other design works as set-out in Schedule "A" hereto (the "Design Works") for a One (1)-time single use of the Design Works for the construction of ONE (1) building on the Assignee's building site located at the address of:

With a legal description of: Lot _____ Block _____ Plan # _____ (the "Project"),

Whereby the Assignee agrees will return all copies of all copyright Design Work back to the Assignor at the final completion of the Project, with the exception that the Assignee may retain two (2) copies of the copyright Design Works for archived records only, for any possible future service work or possible future renovation work. The Assignee will have the further right to provide to the permit approving authorities copies of Design Work plans as may be needed by the planning authorities having jurisdiction over the Project. Printing and distribution the copyright of the Design Work shall only be allowed as follows:

1. A copy of the Design Works or portions thereof can be provided to suppliers, trades, contractors and sub-contractors for the expressed purpose of tendering, bids, quotes, and estimates. However, the Assignee shall be fully responsible for the return of ALL Design Works issued to said parties by the Assignee, furthermore, the Assignee shall inform all such parties that all such Design Works MUST be returned to the Assignor when finished with, or destroyed as set out in #2 below.
2. A copy of the Design Works or portions thereof can be provided to suppliers, trades, contractors and sub-contractors for the purpose of construction use. However, the Assignee shall be fully responsible for the return of ALL Design Works issued to said parties, no matter the condition of said Design Work's, and shall inform all such parties that all such Design Works MUST be returned to the Assignor when finished with, or destroyed by the Assignee along with providing a binding affidavit signed by the Assignee, stating that the Assignee has destroyed all copies of the Design Works when the project has been completed, with the exception of the archived and planning authority copies.

3. A portion of the Design Works may be used for marketing purposes, but only on a limited basis that does not disclose any actual construction details or detailed dimensions, effectively a brochure plan only along with elevation renderings, for which said brochure must have a copyright notice included, and include a credit line as described in #8 below.
4. If or when selling the project the Assignee has the right to transfer the archived copies of the Design Works to the new Project purchaser, with the understanding that the new purchaser acknowledges to the Assignee that they will not re-produce the archived plans without first getting written permission from the original designer Landen Development Inc.
5. The Assignee may post within an on-site project, signage, a floor plan, exterior renderings and interior renderings for public viewing, however, must not display any construction details or detailed dimensions, and can only do so if also acknowledging the Assignor's full business name and contact information on the same project signage
6. Any other reproduction must first have written permission from Landen Development Inc.
7. Any other unauthorized reproduction or use of the Assignor's copyright Design Works will be deemed a breach of this agreement, and deemed an infringement of the copyrights of the Assignor, for which the Assignor reserves the right to seek any all remedy available under Copyright Law in Canada and or internationally. Furthermore, a breach of this agreement by the Assignee that is not rectified within 5 business days will automatically terminate the right to use the copyright Design Works.
8. A credit line must be added to any reproduced copyright Design Works to acknowledge use of the Assignor's copyright materials and shall read as follows:

These plans and architectural design works are copyright protected and have been designed by Landen Design-Build, a division of Landen Development Inc. All rights reserved and cannot be reproduced in any format whatsoever without written permission of the copyright owner and author of these design works. All rights to use these Design Works are by licence from the Author and owner of these copyright materials.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

ASSIGNOR LANDEN DEVELOPMENT INC.

ASSIGNEE

Authorized Signature

Authorized Signature

Greg Genereux CEO

Print Name and Title

Print Name and Title

ASSIGNMENT OF COPYRIGHT

This Assignment of Copyright (the "Agreement") is made and effective _____ 2020,

BETWEEN: **LANDEN DEVELOPMENT Inc.** as the Author or acting for Landen Design a division of Landen development Inc., as the Author (the "Author"), a corporation organized and existing under the laws of the Alberta Canada, with its head office and mailing addresses located at:
Civic address: 274044 10St East Okotoks AB T1S-1A2
Mailing address: RR2 Site 10 Box 2 Okotoks AB T1S-1A2
email: landengroup@gmail.com

AND: _____ (the "Assignee"), a person and or corporation organized and existing under the laws of Alberta, Canada, with its head office located and or address at:

email: _____

RECITALS

WHEREAS The Author of certain copyright materials as set out in Exhibit "A" hereto (The "Design & Plans") has agreed to assign the full copyright of the Design & Plans to the Assignee for an amount of \$ _____ DOLLARS for the Assignee to use as the new owner of said copyright Design & Plans, for the exclusive right to use and or alter in any way said Design & Plans for the life of the copyright. For such transfer of copyright, the Assignee assumes all liability for the use of the Design & Plans, and further assumes any and all liability to changes or alterations made to the Design & Plans. The Author warrants that it has the full authority to assign the above-mentioned copyright materials in exchange for the above-mentioned sum being the purchase price amount of the copyright assignment.

1. TERMS

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Author hereby unconditionally and irrevocably transfers, conveys and assigns to the Assignee all rights, title, and interest in and to the copyright in the Authored Work together with all of the exclusive rights granted to the Author of a Copyright under Canadian copyright laws, including but not limited to the unlimited and unrestricted right to reproduce, publish, adapt, modify, distribute, create derivative works based on the Authored Work, public display, publicly, and to transmit the Authored Design Work digitally or by any other means.

Upon written request by Assignee, Author shall execute any additional documents that may be required to confirm this Agreement and to establish Assignee's Authorship of the copyright in the Authored Work and the assignment made in this document.

The Author understands and agrees that following this Agreement that the Assignee will be the exclusive owner in and to the Authored Design & Plans and as such the Author will not be permitted to use the Authored Design Work or perform any acts with respect to the Authored Design Work that will violate the Assignee's exclusive rights as the true and lawful Owner of the copyright in and to the Authored Design & Plans.

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates set forth first above, with full knowledge of its content and significance and intending to be legally bound by the terms hereof.

AUTHOR LANDEN DEVELOPMENT Inc.

ASSIGNEE

Authorized Signature

Authorized Signature

Greg Genereux

Print Name and Title

Print Name and Title

EXHIBIT A

THE AUTHORED WORK

1. **Copy of plans**
2. **Copy of elevations**
3. **Copy of 3-D images**
4. **Copy of CAD files**
5. **Copy of renderings**
6. **Copy of construction details**
7. **Copy of construction specifications**
8. **Copy of room to room specifications**