



The Landen Custom Home Design process

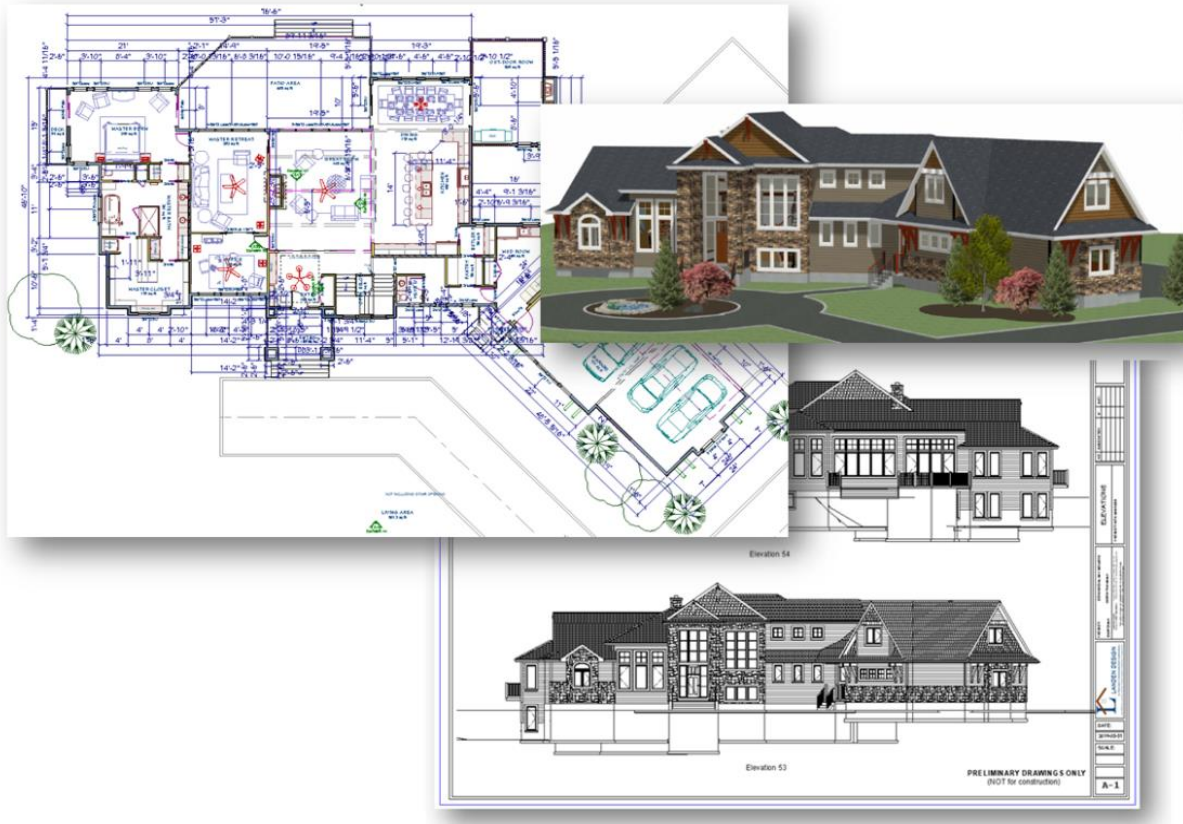
A One-stop shop for anyone considering a new custom built home

This document will walk you through the step-by-step process of the architectural design process right through to permit ready construction plans. Best of all, it shows the reader how they can go through a risk free preliminary planning process with Landen Design-Build that won't cost them a single penny!

The Landen Custom Home Design Process

By: Greg Genereux CEO of Landen Development Inc.

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Sample of our complementary no charge Preliminary Planning (Note: Some conditions apply)

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LANDEN Design/Build Our Custom Home Design Process

Table of Contents

Our Custom Home Design Process	4
Introduction	4
Conditions to be met by Client	5
To receive our complementary service	5
Sample Plans	7
Initial Input Session.....	8
Where to Start	8
Price Quote & Scheduling of Design Work	9
Moving forward once an agreement is in place	10
The Overall Process.....	10
Start with the Initial Preliminary Plan.....	10
Agreement, Deposit & Deliverables.....	11
Initial Design Concept	11
Preliminary Design Approval.....	11
Final Review	11
Permit Applications.....	12
Working Drawings.....	12
Structural and other Engineering.....	13
Photo Realistic Renderings	13
Technical Support	14
Final Completion	14
Refund of Design Services.....	14
Estimating Services	14
Bid/Tendering Services	15
Builder / Project Management Services	15
We are an Architectural Home Planning & Design Firm, not an Architect.....	15

Licensed Architect Review of Landen’s Plans 16

Licensed Architect SEAL & STAMPED review of Landen’s Plans 16

Landen’s planning & Design Insurance 16

WHAT ABOUT LANDEN’S COPYRIGHT PROTECTION? 17

What part of Landen’s work/design is copyrighted? 17

Can you buy our plans outright? 18

What if I need to make changes to a Landen plan? 18

Building the same home twice 19

Is there any way around this? 19

Conclusion 20

Superior Home Design & Planning

Is

Deep Thought
Made Visual

Then

Turned into reality!

G.G.

LANDEN Design-Build

A Division of Landen Development Inc.

Our Custom Home Design Process

Introduction

The following tutorial illustrates the process of designing your one-of-a-kind custom home or renovation with Landen Design, a division of Landen Development Inc. The experience of watching your dream home become a reality begins here. We are one of the very few custom home designers in and around Calgary that offer an absolutely complementary no charge preliminary planning and layout design service, where you can fully visualize what your dream home could look like. We design full 3D colour renderings, with zero up-front dollars required, and no further obligation or commitment needed from you after this free service has been provided. (*See also conditions to this complementary design service.*) From there, you can decide on a go or no-go to move forward with Landen through to finished permit ready drawings, which we provide at very industry competitive design rates. After the “permit ready” final structural drawings are done, you can then decide IF you want to move forward with Landen for the construction of your home or renovation, also along with our very competitive construction rates. Note: we then fully credit back any design costs. Or, you can decide to build with some other builder using our completed Landen designed construction plans. As long as the plans and design services are fully paid for, you can take the plans and have any builder quote them and build your new home.

We use some of the most powerful CAD and rendering software available today in the market place, where we can provide you with photo realistic 3-D rendering and modeling services in virtually any home design style that many other home designers or architects simply can't provide you with, or if they can, they do so as at a substantial extra charge to their client. With Landen, all that extra design service is included in our basic very competitive home design pricing!

However, there are a few caveats that you should be aware of. First off, we can only do so many “no charge” consultations per building season. Secondly, you must be within our working area vicinity of no more than 50-80 kilometres of Calgary, Alberta and third, you must be able to verify that you have your building site already lined-up. In the case of a renovation that you already own or control, then the property that you want to renovate needs to be ready. As our complementary design service entails some 30 hours of quality architectural design time, we simply cannot afford to waste our time on any “tire-kickers”, for which we hope you can fully understand. (*See also the full list of conditions for our preliminary planning process on the next page.*)

“We are one of the very few custom home designers that offer an absolutely complementary no charge preliminary planning and layout design service.”

“**NOTE: We can only do a limited amount of complementary no charge concept design and consultations per building season!**”

SO BOOK EARLY!

As we tend to fully book-up for our no charge planning service, especially in the Spring & Summer building seasons

Conditions to be met by Clients to receive our complementary service

There are a few conditions to our complementary no charge preliminary design and consultation as follows:

1. **First Condition.** You must agree to keep confidential our preliminary design work, in other words, you agree up-front in writing that you will not simply use Landen for their “free design service” and then think you can simply take our unfinished plans to some other designer or builder to finish them off. For this we use a “short and sweet” very standard non-disclosure agreement (NDA) that we require you to sign off before we start any actual design planning (*see copy at the end of this book*). Within that document there is a short section for you to read, so that you fully understand the copyright laws in Canada as they pertain to our design work, plans, renderings, sketches, etc. We also have a free down load e-book that goes into a deep dive in what you should know about copyright law in Canada, so that you don’t inadvertently breach our or anyone else’s copyright laws.

Note: The initial design consultation meeting does not require the non-disclosure agreement to be signed, it is only after you are happy with our “no charge” initial consultation do we require this NDA agreement be in place.

2. **Second Condition.** You need to fill-in our standard “wish-list-form.” We need this done before we commit to any no charge preliminary design service. The reason we need these forms filled in, is so that our design team can fully understand what you as our client will want designed into your new custom home or renovation project, along with being able to have a good understanding of your proposed budget for construction. This, because we don’t want to “over design” for you, and get your hopes raised up, only for you to find out after the plans are all done, that the building cost will be way over your planned budget. This wish-list form has been formulated based on some 40 years of our design experience, and past questions by previous clients that normally tend to come up during the custom home design process. By filling out this form you can save a great deal of design time and or consultation time with us later on. In the end you will save money in overall design costs “if” you plan to complete your home or renovation design with Landen! This also allows our design team to more efficiently use up our standard allotted time of 30 hours, at no charge, for preliminary design and consulting. This means we can do more actual design and drafting rather than using up most of the complementary hours in non-productive consultation time.

3. **Third Condition.** We need you to fill in our general construction budget form, so that we know that we are within striking distance of achieving your target construction budget as we move forward with design, and to know that your proposed building budget is realistic for your requested home design. We need this for three reasons:
 - a. First, so that we don’t design something that is “way-over” your building budget, only to find out afterward that we have wasted your time and ours.
 - b. Second, so that we don’t over design, and then you need to come back and cut things out of the design to make the plans fit your project budget. This can end up being very disappointing if we get your hopes up with all the “bells & whistles” only to find out that we need to take away a bunch of your dream home designs to fit your budget.
 - c. Third, by knowing up-front your proposed building budget helps to eliminate changes /revisions to the plan and therefore saves you design time and construction time and money in the end.



To help you with this budgeting homework, we have several “Landen developed MS Excel Calculators” that you can down load from our web-site for free. Keep in mind the calculators are to be used for “rough estimating only” even though they have been developed with years of collected “average” per sq. ft. data you should first understand that we do NOT price construction of homes on a per. sq. ft. basis. (See also our e-book on “*Debunking the Sq. Ft. Myth*”)

4. **Forth condition.** You will also need to review our standard design pricing form before we start any actual designing, and sign off that you fully understand our normal architectural design rates. (*NOTE: This is NOT a contract for design work, simply a sign-off that you understand our rates before we start any work. Our design pricing is very industry competitive*). The reason for this sign-off of rates is so that “if” you decide to move forward with Landen that you do fully understand what the final design cost/fees would be to finish off the plans. This way there are no surprises or arguments later on! Again, Landen has developed several MS Excel auto calculators that you can download for free from our web-site to help you pre-calculate what final plans would most likely cost you to have completed. Keep in mind this design cost calculator is designed to set a rough design budget, and depending on the complexity of final plans might be different than that the projected cost produced by the auto calculator.

5. **Fifth condition.** You need to understand that Landen reserves the right to turn down any potential request for free preliminary planning services. This is due to a number of factors.
 - First, after our first initial free consultation we both need to feel very comfortable with each other. If for any reason either one of us does not feel comfortable, we reserve the right to pull away from moving forward, and still remain friends.
 - Second, we tend to fully book-up for our no-charge preliminary designs, and we can only do so many preliminary no-cost designs per building season. Once we are fully booked up, we simply cannot take on any more new work, and need to then concentrate on our clients that have already engaged design services with Landen.

6. **Sixth Condition.** Please read and understand Landen’s copyright protection as set out under Canadian Copyright Law which is partly covered (*at the end of this book*). We want you to fully understand your and our rights under copyright law so that we don’t have a misunderstanding later on, and end up in some court battle over a misunderstanding. We also have a free download e-book that goes into much more detail on this subject.

Sample plans

Before you consider us, we are happy to provide you with a hard copy set of sample plans for you to fully review at your leisure, at no charge. This is to show you a detailed sample of what our finished plans would look like.

Note: our plans are much more detailed than most home designers or architects, and we welcome the comparison to other designers to prove this point. Better detail means less confusion on site!

We can also provide you with a sample “preliminary layout plan” to show you a sample of what to expect from our complementary no charge “preliminary planning service”. These are however “watermarked” and copy-right protected plans, and also labelled as “not for construction” and are only intended as sample plans to indicate the quality of the design work that we can do for you. We also have two sample plans that you can download for free from our website landendevlopment.com (See also copyright infringement at the end of this book and our free e-book on the subject.)

Initial Input Session

(NOTE: This is a no charge consultation session, with some conditions; you must be able to verify that you already have your building site nailed down, and agree not to disclose Landen’s copyright planning materials to any other designer or builder. In other words, we simply need to know that you are serious about building or renovating before we all agree to proceed and spend up to 30 hours of our valuable design time with you, at no charge to you whatsoever, with no other strings attached.)

Within this no charge service, we at Landen will dedicate up to 30 hours of our professional design time as a completely complementary free service (*Effectively a \$1,800 to \$2,000 VALUE based on our normal design rates*). We need to know upfront that you are serious about designing and building a new home or major renovation before we commit this much of our no charge time to your design.

Where to Start

You start by filling out a few of our no charge “fill-in the blank” forms (*see attached at the end of this document*). We have three basic forms that we can send you in a fully editable MS Word and MS Excel format, or that can be down loaded from our web site. The first form is what we call a “wish-list” form, and a second form that we call our “room to room specifications” form, and a third form being basic “construction materials specifications” forms. After that we ask you to bring or send us any of your preliminary dreams, thoughts, ideas, sketches and photos.

Note: *We’ve had clients share everything from sketches on napkins, pages torn from magazines and screen shots from websites like Houzz or Pinterest. Together, we’ll work through your vision and your wish-list to produce a no charge to you “preliminary layout” of your dream home or renovation. However, it should be noted that if you do bring us any plans or images from other designers, architects, or builder’s that we will NOT just simply copy their*

plans, or ideas. What you show us is for general ideas only. After that we will generate a completely unique custom home plan for you.

Throughout this process we exchange ideas and ask questions of one another until we have mutually agreed upon the direction of a “Preliminary Floor Plan”, this along with a few roughed out elevations and some roughed out 3-D rendering. Up to this stage we have no charge (this, being up to 30 hours of design & consultation) “*effectively this service is built into our overall design process IF you do decide to proceed with Landen to a full set of drawings*”. If for any reason you are not 100% happy with our preliminary planning process up to this point, you can walk away and owe us nothing, with absolutely no obligation whatsoever to move forward with Landen, and we then all part ways as friends. However, you should note that all planning and concept work done by Landen to this point, still belongs to Landen, under copyright law. In other words you cannot simply take Landen’s “free” concept work or preliminary plans to another designer, architect, or builder to simply have our plans finished off by someone else, without inviting a lawsuit from Landen.

We have a policy at Landen Design-build - if you are not 100% happy with our preliminary planning and layout service, you owe us nothing. However, it should be noted that more than 95% of all potential clients that go through our complementary planning service do end up going on to become our fully satisfied clients, with a full set of construction plans. And, in most cases these same design clients also go on to have Landen build their dream home or renovation for them. So for us to provide this up-front complementary service ends up being well worth it for us, and it also eliminates virtually any risk for you the client, as you get to see upfront what we can do for you without spending a single dime, other than possibly putting on a coffee or two for our in-home design meetings!

You should note that we here at Landen are one of the very few custom home designers that offer this no charge service, most other designers and architects WILL charge for this service!

Price Quote & Scheduling of Design Work

If you like what we have done for you up to the completion of the preliminary layout stage, only then would we need to mutually agree and enter into a contractual custom home or renovation design agreement. (*A copy of this agreement is provide to you upfront in our initial consultation meeting*). You can also download a fully editable MS Word copy of our design agreement from our web-site. This agreement needs to be in place in order to complete a full set of permit ready structural plans for you. At this design agreement stage we use the completed preliminary layout plan as a guide to pre-set our design fees “up-front” before you enter into an agreement with us. We are very transparent and fully disclose our pricing policies upfront, or provide you with a

firm design quote that will have zero surprises later on! Everything at this point is very clearly laid out so that you fully understand what all parties responsibilities will be going forward before you need to sign and or commit to anything.

Although custom home design pricing can vary widely depending on several factors, such as overall home complexity, level of planning detail needed, and the client's number of requested revisions to plans, you should note that a typical custom home design cost will average between \$1.45 to \$5.00 per square foot of habitable space. (See also our website landendevlopment.com for more architectural design pricing information, also ask for a free download of our "ball-park" MS-Excel auto spread sheet calculator to help you figure our your rough design cost. We also have a "ball-park" MS-Excel auto spread sheet calculator to help figure our your rough building cost before any commitment to design with us).

Moving forward once an Agreement is in place

Once we establish a very clear direction and understanding of your wants and needs, we can then set up a design schedule for your project. Once this is done we then facilitate the custom design process as smoothly and cost efficient as possible. At this point, if it hasn't already been done at the preliminary stage, we would need the client to fill-out our detailed wish list forms, and also our detailed materials specification forms, along with our room-to-room specification forms, (these are all fill in the blank type of template forms that we will provide to you). We will also need at this time any other information such as sketches, photos, or images, that you may want incorporated into the plan, and we will also need information such as detailed building site information, such as an RPR, (Real Property Report) topography, local building jurisdiction restrictions, overall building budget, architectural elements, etc.

The Overall Process

Starts with the Initial Preliminary Plan

We at Landen Design are one of the very few custom home design firms in Calgary and surrounding area that provide an up-front no cost to you preliminary design based on our initial input session. In this session we will layout out a rough preliminary floor plan, with rough 3-D rendering to show general scope and scale, this with up-to 30 hours of our design time. After this point you then decide if you want to move forward with Landen to complete finished permit ready drawings. We do however need to pre-qualify clients for this no charge design service, meaning we need to first know that you already have your building site, and you have agreed to our preliminary design terms and conditions that you will not disclose Landen's priority

copyright preliminary plan materials to any other home designer or builder, without first getting our signed permission to do so.

Agreement, Deposit, and Deliverables

After we provide you with our preliminary plans, along with an acceptable design quote, a list of deliverables, and a proposed design schedule, we then ask that you sign a custom home design agreement and advance a deposit of one-third of the quoted design fee. Our in-house design staff will then begin the finalized design of your new custom home or renovation. Deliverables on a custom design project include design sketches (*including floor plan and elevation drawings, a site plan and several 3-D renderings*). The final approved design drawings will include to-scale floor plans (*elevations, section views, construction details and a site plan*). Complete working drawings will include everything needed for permit ready plans, and if or where needed, any engineering requirements (Note: *engineering is billed as a separate engineering service*).

Initial Design Concept

At the initial design phase we produce to scale layout plans, or renderings, of your design. This usually takes a few weeks. We then meet with you in person (*or remotely by phone, or online if it's more convenient*) to present the initial design and review it with you. Quite often only very minor modifications are needed after the initial layout phase, and made as the process moves forward into working drawings. Sometimes further design reviews and modifications are needed.

Preliminary Design Approval

When a preliminary design is finalized, approved, and agreed upon, we move into production of working drawings. At this time we need to receive the second one-third payment of the design fee. Our design staff takes tremendous pride in our work and will provide all work on a timely, accurate, and cost effective basis to you.

Final Review

We offer you another review session after your floor plans, elevations, and site plans are firmed up and drafted. Any minor revisions can be made at this time without incurring further design or drafting expense. At this point, we can also provide your financial institution with enough detail for construction loan processing and/or for a bank appraisal. Once confirmed, we move ahead to finish your working drawings to a ready for permit application.

Note: we also have a Landen developed MS Excel Calculator for setting a rough construction draw schedule for your lender so that they have a good idea of what you will need for

construction draw funding. These calculators have been developed by Landen based on industry standard Alberta appraisers formulas for each category of construction.

Further Note: Development permits are not the same as building permits, whereby much more design, planning, and drafting work is required for a Development Permit. If needed, each development permit has its own unique set of requirements and we can only set a rough budget for this if needed, as much of the DP process is somewhat out of our hands and up to the approving authorities. If you do need a development permit we can walk through that process with you at the time of our initial consultation meetings.

Permit Applications

This is a separate service that you as the client could do yourself, or if you have hired another builder to handle permits “other than Landen Developments” they would normally make all permit application on behalf of the land owner. Alternately we at Landen Design could make permit application for you on your behalf (*A letter of permission from the land owner is needed*). We have a standard fixed fee for this service of \$750; this flat rate fee is over and above any approving authorities hard cost permitting fees. It should be noted that if Landen Developments is engaged as the builder or Project Manager, then Landen’s permit processing fee is waived.

Working Drawings

Final working Drawings will include the following within our detailed plans:

- Site plan
- Elevations
- Floor plans
- Foundation plan
- Roof framing plan(s)
- Floor framing plan (s)
- Section Views
- Cross Sections
- Construction details, including stair construction details
- Window & door schedules, including window flashing details (as req. by the AB Code)
- Schedule of interior and exterior finishes
- Heat loss Calculation
- Wall thermal calculations
- Electrical schematic

If getting other design quotes, make sure they include all of the above list to get a true and fair comparison of design cost!

If needed, we can also provide the services below at a separate cost:

- Structural engineering
- Lateral engineering
- Foundation engineering (including ICF and or PWF foundation design)
- Cabinet design
- Custom built-in design
- Millwork design
- Mechanical design
- Detailed construction cost estimating
- Full project tendering and bidding
- Project management
- Inspection services

Any site survey or soils engineering are usually a separate cost, and if required, should be delivered to us near the beginning of the home design process. We can assist you by introducing to you the Surveyors and Soils Engineers that we regularly use.

Structural and Other Engineering

During, and sometimes after working drawings are complete, we may need to order any necessary engineering for your designed project. Any required engineering is provided as an extra charge and billed directly to our client at our hard cost with zero mark-up added to the Engineering firm's fees. If engineering is required by the planning authorities we would arrange to have any engineering details and P- Eng. letters accompany the final construction documents package prior to any building permit application. Final engineering details if needed tend to follow working drawing's completion date by one to three weeks. These engineering costs can range anywhere from a simple letter of \$250 to several thousand dollars depending on the complexity of overall design. However, in most cases the engineering cost does not usually exceed \$1,000 per home plan.

Construction documents typically include eight to ten final copies of your plans and/or a reproducible PDF files as needed. Final payment is due when permit ready working drawings are completed. If any changes are made after completion of working drawings, additional "Revisions Fees" may need to be billed, based on the time needed to make necessary changes. Our standard hourly design and drafting rate is \$65 for any revisions. If you want to purchase a licence right to our CAD files there would be an additional charge (*ask for details*).

Photo Realistic Renderings

We also provide as part of our base design fees several photo realistic 3-D renderings of both exterior and interior views and these are all included in our standard design fees. It should be

noted that most other design firms charge extra for these rendering services. We also offer a virtual 3D tour of your home's exterior and or interior; see video examples on our website. The virtual tour is an extra charge based on our hourly rate to create, in most cases this can be done for a small fee of \$250.00 per virtual tour video.

Technical Support

After delivery of your design and structural plans, we at Landen remain available to answer questions that may come up during the permit or building process. We will also make ourselves available for any routine questions or clarifications needed by trades or contractors during construction of your home. It is our sincere goal and desire to provide you with a friction-free experience and the most outstanding and creative design work available anywhere.

Final Completion

Landen Design has designed and created many hundreds of custom homes in and around the Calgary area. Once your dream home is complete, you'll take pride in knowing that it's a one-of-a-kind masterpiece crafted by an award winning architectural designer. You can also feel secure in knowing that homes designed by Landen typically appreciate far beyond the average home value.

Refund of Design Services

As we are a complete Design/Build firm, if you decide to use Landen Developments as you Builder or Project Manager (*see details on our web-site info@landendevlopment.com* we then offer you a complete refund/credit of all Landen's design services. To be clear we don't simply build these fees into our builder pricing by "Padding" the construction cost with our design fees, we are very competitive and will match any other quality builder's price. If you build with us, your building plans are truly no charge. Ask us for references, we have literally many hundreds of very satisfied clients. See also our website for the many reasons why Landen should be your custom home builder as well as home designer!

Estimating Services

Once your plans are done, and if fully paid for, we also offer a full estimating service. We do have a flat fee for this estimating service, which is fully refunded if you do build with Landen! Whereby we create a very detailed estimate of materials, such as roofing, siding, drywall take-offs, etc. This detailed estimate is for budget purposes only, and a good guide to follow when having contractor bids and quotes done. This estimate helps you to determine if bids and quotes are in the "ball-park". However to get a more accurate costing you do need to send the plans out for bid/tender. Keep in mind, most bids and quotes will have a limited time duration of being valid, in most cases no more than 30 days! One other use of our detailed cost estimate is for tracking job costs. You can fill in actual bid quotes and actual hard costs as they come in, and track them compared to the estimate with our MS Excel formatted spread sheet (track cost to date, cost to complete, and cost over/under budget). (*Ask us for details*)

Bid/Tendering Services

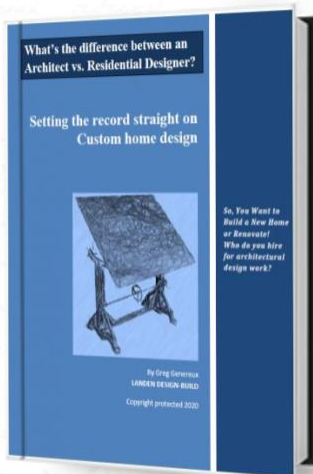
Another service that we offer is a full tendering of your project. A full tendering of a project is a lot of work, and we do have a flat fee of \$1,200 for this service, which is fully refunded back to you, the client, if you do build with Landen!

Builder / Project Management Services

Once your plans are done and if fully paid for, you can take them to any builder/contractor to have them priced out for construction. Although we at Landen would also like to be on the builder bid/tender list to offer you our builder services and or project management services, there is no requirement to do so. We do many custom home designs that are built by another builder/contractor. However, we do feel that we know our plans best, as we designed them and usually have a much better handle on building cost! Furthermore, Landen's founder has had long relationships with his trades and suppliers, some for more than 35 years. We know these are quality tradesmen and subcontractors that offer market rate competitive pricing with a proven track record of completing work on budget and on a timely basis.

We are an Architectural Home Planning & Design Firm, not an Architect

It should be noted that we are not licenced Architects, nor do we need to be one in order to design your custom home, however, we have formulated a joint venture working relationship with a well-known fully licenced architect whereby we can also engage his services in joint venture (JV) with Landen. This is a service for the client that just has to have an architect involved, but does not want to pay the normal higher fees associated with using a full-fledged architect firm. Effectively we work in JV with this preferred architect to create a "vision plan" that we at Landen then take and complete the design "bull-work" of the working drawings with our in-house design team.



Effectively you get the best of both worlds. It should be noted that this is a more costly venture than using "only Landen", but usually only adds about 35% to the Landen's normal overall design fees (*depending on how many architect design hours are booked*). The final plans will have both the Architect's name and Landen's name on the mast head of the plans. However, it should be noted that these plans would NOT have the Architect's Stamped Seal on them. This is only possible with a full plan review by the architect under a separate additional Architects fee (*see also our free download E-book Architect vs Architectural Designer*).

Licensed Architect review of Landen's Plans

We do have another service that we offer to our clients, in JV with this same architect, being a "licensed architect review" of our Landen produced plans. This comes in two formats, one where the architect reviews our preliminary plans and makes "suggestions" for possible revisions before we get too far along with the design process. This way you get the architect's design input but are not paying for the normal full cost of using an architect for the entire planning process!

Licensed Architect SEAL & STAMPED review of Landen's Plans

The second review option is a fully stamped and sealed original plan by this preferred licensed architect; this would be a fully reviewed set of Landen's structural plans by the architect. This "Seal Stamped plan review" costs more than a simple architect's review. The architect is effectively taking full responsibility for the plans from a structural point of view, as well as from a code violation point of view. This review tends to run about \$2,500 to \$3,000 depending on the overall complexity of the design. The architect's SEAL is very similar to a P. Engineer SEAL, whereby any possible design issues related to the plans that might cause damage to the building or other property (such as structural failure) are covered by the Architects insurance and the Society of Architects, where such failure could mean the Architect loses his licence to practice. Therefore architects take a SEALED plan review very seriously! And, this is one of the reasons there is a hefty cost to this review, but still much less than if you used the full services of an architect for the full planning process.

Landen's Planning & Design Insurance

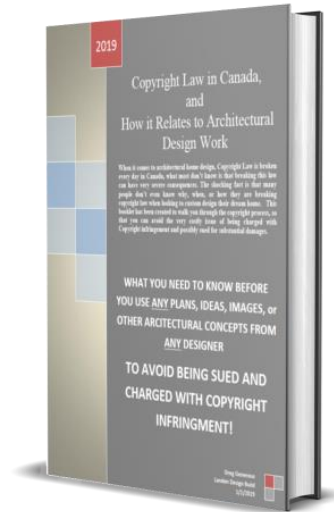
It should be noted that Landen is fully insured up to \$2,000,000 for liability, whereas most other residential designers don't have any liability insurance, just one other thing to consider when getting competitive design quotes! You can request a certified copy of our liability insurance, once you have agreed to engage Landen we can also have our insurer issue a binder policy in your name, for your project address.

At Landen Design-Build

We are truly a one-stop Design/Build Solution!

WHAT ABOUT LANDEN'S COPYRIGHT PROTECTION?

I would first like to thank you for your interest in Landen Design-Build and I want to take this opportunity to explain important information about our copyrights to all of our plans, images and other design works. Protecting our intellectual property is very important to us - effectively it is our livelihood. As well, this protection is needed in order for us to maintain the integrity and quality of our plans and related products. This is why we want to provide you with the facts related to copyright, and hopefully clarify any confusion and help you avoid any inadvertent infringement of copyright law when using Landen's architectural planning and design services, including using our up to 30 hours of no charge no obligation design and consultation services!



To add to this point, we have written a free to download E-book

Home plans are just like books, movies, music, & art! All fall under copyright law!

Home plans are just like books, movies, and music, under Canadian copyright laws, which protect the intellectual property of all architects and home designers in Canada by giving copyright protection to home designs, house plans, and any other created design works, including artwork renderings and sketches. Canadian copyright laws prevents anyone from reproducing or reusing plans or designs without written permission or a pre-agreed to licence, or a pre-agreed to transfer of copyright from the copyright owner.

What part of Landen's work/design is copyrighted?

All of it! It is illegal to create construction drawings from our preliminary plans or use any information provide to a client by Landen for use by another designer, including any existing home designs, or stock home plans, or renderings by any other methods. It is a common misconception that it is permissible to copy our plans or ideas as a base for your future design, or simply change a floor plan or design found online or in any publication without first purchasing the rights to use the design from the creator of the design or idea. Many people think that if they simply mirror one of our plans, or change a few windows, or modify a certain

percentage of our original design that it makes it a “new” unique plan - it does NOT. Under Canadian copyright law, simply making a few design changes does not make a plan unique. In fact many legal cases have been won even if just a small portion of an “original idea” has been copied! In other words even a small idea from an original design is protected by copyright law, not only under Canadian copyright law, but also under international copyright law, where protections for intellectual property even go beyond the copying of drawings. For example, it is also illegal to copy the design of a constructed home by simply walking around it and making your own sketches of it, even if you have never seen the actual building plans. If you want to base your home on the design of an existing home or a design you've seen, a license to use the design, or permission in some form must be purchased from the original source of the design.

Can you buy our plans outright?

The short answer is YES, however, the design of the home and all rights remain the property of Landen Design unless you actually purchase a license to build a single home of the design represented in the construction documents we supply. If you wish to build the design multiple times, we can supply a special multi-use license, which allows you to deviate from the restrictions of our standard one time use license. Or you can purchase our plans under Transfer of Copyright Agreement. This is where we actually transfer ALL copyrights to you for a particular set of plans. Furthermore, within this transfer agreement we/Landen agree NOT to re-use your plan or any part of your plan for another client, effectively making your plan truly a one-of-a-kind design! We are one of the very few design firms that offer this unique copyright transfer concept. On a further note, if you also build with Landen, then we automatically transfer all intellectual rights to the building plans to you, furthermore, if you do build with us promise in writing that we will NOT reproduce your plan for any other client, as we believe a truly custom home is a one of a kind home!

What if I need to make changes to a Landen plan?

You may want to make some revisions to adapt our original design to your specific needs, or even have our plans or preliminary plans redrawn by another professional licensed designer or architect. Even if you make modifications to our copyrighted design and/or have the plans completely redrawn from scratch, the new “modified design” is not copyright free from the original designer’s/Landen’s copyright. As well, the sale and reuse of the modified design is prohibited by Canadian Copyright Law.

Building the Same Home Twice

OK, so I'm not changing the original Landen design, but I plan to build the same home over and over - then what?

Sorry - the engagement of Landen for a single use design is just that, a one-time use of the plans and if you plan to build again off the same plans, you must re-purchase a new licence to reuse the plans to give you the legal right to construct more than one home. In other words you would need to obtain a second license to build a second, third home, etc. This can be done by purchasing repeat plan packages, and each comes with their own license to build. If you are a builder and want to re-build many times the same plan we also have a multi-licence agreement for builders.

Is there any way around this?

The short answer is “yes”. The long answer is you need to have a “transfer or release of copyright” from Landen Design. The good news is that if you are using our “Custom Design Services” and you have agreed to pay Landen custom design fees, we agree to transfer these copyrights to you, the client, once all plans are paid for. **NOTE: We are one of the very few design firms that will agree to this.** Furthermore, we at Landen Design agree in writing that if you purchase this transfer right we will not reproduce your plan or any part of it for another client, in effect you get a one-of-a-kind design with Landen! It should be noted that we do offer a cheaper “custom design service” whereby we reserve the right to reproduce the same plans for another client; effectively we add your plan to our stock plan inventory (see also Landen Stock Plans).

We hope this information has been helpful. We value our clients business and appreciate your support in protecting our design work. If you have any questions or concerns, please call our office at 403-619-4734 or email us at info@landendevlopment.com

Conclusion

There are many residential design firms out there, as well as several licenced architects in the Calgary market place that offer some of the same services that we at Landen offer. However, we firmly believe that if you compare all the difference services that we at Landen offer, we feel no other firm offers the same full range of services, with the same integrity and transparency. Furthermore, if you look around you will find that we are very competitive, and in most cases we compete directly with design firms that only offer a small portion of the services that we include as standard services within our regular design fees. We firmly believe that when you take all of these differences into consideration, the choice should be very clear that Landen Design-Build is your only One-Stop-Design-Build service!

Book your no charge initial design consultation today, and let us show you what we can do!

Remember!

What part of Landen's design/work is copyrighted?

All of it!

See sample forms on the following pages

The form below: This would need to be completed by simply filling in the “projected” or proposed target sq. footage of each home area, and then multiply by the unit sq. ft. pricing, and/ or the quantity of design items wanted. **NOTE:** you can download the free MS Excel version of this auto calculator from our website that would auto-fill this form for you! This form then gives you a rough budget of what the proposed final architectural permit ready plans would cost you. Keep in mind that **IF** you build with us, we credit back all planning and architectural design cost. Effectively, if you build with us, your building plans are **FREE**.



To estimate home design cost fill in gray areas with estimated sq. ft. sizes and or quantity

Standard Drafting & Design Rates			unit	options	TOTAL
Fee's schedule	Sq. ft. / quant	price	totals	totals	
Initial sit-down consultation with client		N/C			
Preliminary plan & basic rendering		N/C			
Base home plan main floor or bungalow sq. ft.		\$ 1.35			
Base home plan second floor sq. ft.		\$ 1.35			
Basement development in sq. ft.		\$ 0.65			
Added walkout detail (flat rate)		\$ 450.00			
Garage over 575 sq. ft. (2-car is incl)		\$ 0.45			
Development over Garage in sq. ft.		\$ 1.35			
Development permit plans (if required)		\$ 3,250.00			
Renovation as built plans (if required)		\$ 1.50			
Site plan (flat rate) optional		\$ 375.00			
Heat loss Calculation per project		\$ 175.00			
Electrical plans (optional) in sq. ft.		\$ 0.18			
Mechanical plans (optional) in sq. ft.		\$ 0.20			
			Base rate	Including extras	

Other services		unit	
Optional	per job	price	
Detailed Cost Estimating		\$ 775.00	Note: Credit back if Landen is the contractor
Full bid / tendering process		\$ 1,240.00	Note: Credit back if Landen is the contractor
Hourly rate for revisions		\$ 75.00	Note: revisions are changes after final plans
Site Visit (for design) + travel (Hr-ly rate)		\$ 75.00	Note: this fee is only if using another contractor
Permit applications		\$ 850.00	Note: not including planning authorities fees
Development Permit applications		\$ 851.00	Note: not including planning authorities fees
Total other design cost options			

NOTE: the above pricing does not include engineering, which "may" be required by the approving authorities. Engineering can run from \$350 to \$1,200 depending on complexity of design (Basic design usually does not require engineering)

LANDEN Design-Build

Room to Room Specification Form

This room-to-room specification “fill-in the blanks” form has been designed to assist Landen’s design team in the process of designing your new dream home as well as to help in setting up the final building specifications, which will also directly affect the end building cost. Therefore knowing up-front as much specification information as possible from our client aids our design team in determining a more accurate up-front building budget - this way we can avoid “over-designing” for your budget. However, if many items may not be known or may not have been selected at the time of filling out this form, you can simply leave those spots blank, and we can come back to them later on in the home design process. Note: some areas only require an X to indicate a wanted item! Where possible, a model number greatly helps, or added images, sketches and magazine clippings also help to determine what you want in your new home build.

Living room

- Flooring _____, Base board type _____, size _____, Window casing type _____, size _____, Ceiling finish _____, Molding detail type _____, size _____, Fireplace type _____, model number _____, Switched plugs ____, Where? _____, Ceiling fan ____, Coffered ceiling ____, Vaulted ceiling ____, Other _____

Great Room

- Flooring _____, Baseboard type _____, size _____, Window casing type _____, size _____, Ceiling finish _____, Molding detail type _____, size _____, Fireplace type _____, model number _____, Switched plugs ____, Where? _____, Ceiling fan ____, Coffered ceiling ____, Vaulted ceiling ____, Other _____

Family Room

- Flooring _____, Baseboard type _____, size _____, Window casing type _____, size _____, Ceiling finish _____, Molding detail type _____, size _____, Fireplace type _____, model number _____, Switched plugs ____, Where? _____, Ceiling fan ____, Coffered ceiling ____, vaulted ceiling ____, Other _____

Dining Room

- Flooring _____, Baseboard type _____, size _____, Window casing type _____, size _____, Ceiling finish _____, Molding detail type _____, size _____, Other _____

Kitchen/Nook

- Flooring _____, Baseboard type _____, size _____, Window casing type _____, size _____, Ceiling finish _____, molding detail type _____, size _____, Other _____, Cabinet finish _____, Counter top finish _____, Tile backsplash finish _____, Sink type? Under mount _____, flush mount _____, Faucet type _____, Model _____, Garburator _____, Instant hot water _____, Filter water tap _____, Vegetable sink _____, where _____, extended eating counter _____
- List of Kitchen appliances & model numbers:
 - Fridge Water line _____
 - Range
 - Cook top Gas _____, Elect _____, IF elect 220 40 amp _____, 220 50 amp _____
 - Oven Power req.? 110 20 amp _____, 220 40 amp _____, 220 50 amp _____
 - Microwave
 - Dishwasher Number of dishwashers _____
 - Freezer Upright _____, horizontal _____
 - Bar fridge
 - Wine fridge
 - Other

Master Bed Room

- Flooring _____, Baseboard type _____, size _____, Window casing type _____, size _____, Ceiling finish _____, Molding detail type _____, size _____, Other _____, Ceiling fan _____, Switched plugs _____, where _____, Other _____

Master bathroom

- Flooring _____, Baseboard type _____, size _____, Window casing type _____, size _____, Ceiling finish _____, Special molding detail type _____, size _____, where _____, Other _____, Cabinet finish _____, Cabinet hardware type _____, Countertop finish _____, Back splash finish _____, Sink type? Under mount _____, flush mount _____, Vanity faucet type 4" o/c _____, 8" o/c _____, Model _____, Shower taps type _____, Model _____, Body wash option _____, Model _____, Shower glass type _____, Toilet type _____, Model _____, Bidet type _____, Model _____, Steam shower _____, Model _____, Bath fan type _____, Heat lamp _____, Model _____

Master Closet's

- Flooring _____, Baseboard type _____, size _____, Window in closet? Yes ____ No _____, Window casing type _____, size _____, ceiling finish _____, Closet shelves type? Wire rack _____, MDF Custom _____, Built-in cabinets? Yes _____, No _____, Closet bar type _____, Built-in ironing board, _____, Model _____, Window seat _____, Other _____, Ceiling fan venting _____,

Main Bath Room's

- Flooring _____, Base board type _____, size _____, Window in bathroom? Yes ____, No _____, Window casing type _____, size _____, Ceiling finish _____, Special molding detail type _____, size _____, where, _____, Other _____, Cabinet finish _____, Cabinet hardware type, _____ Countertop finish _____, Back splash finish _____, Sink type? Under mount ____, flush mount _____, Vanity faucet type 4" o/c _____, 8" o/c _____, Model _____, Bath tub type _____, Model _____, Bathtub taps type _____, Model _____, Shower taps type _____, Model _____, Body wash option _____, Model _____, Tub/Shower? Curtain rod ____, or glass door type _____, Model _____, Toilet type _____, Model _____, Steam-shower _____, Model _____, bath fan type _____, Heat lamp _____, Model _____

Power/guest Room

- Flooring _____, Baseboard type _____, size _____, Window in bathroom? Yes ____, No _____, Window casing type _____, size _____, Ceiling finish _____, Special molding detail type _____, size _____, where, _____, Other _____, Pedestal sink ____, Model _____, Vanity cabinet finish _____, Cabinet hardware type, _____, Countertop finish _____, Backsplash finish _____, Sink type? Under mount ____, flush mount _____, Vanity faucet type 4" o/c _____ 8" o/c _____, Model _____, Toilet type _____, Model _____, Bath fan type _____,

Secondary Bedrooms

- Flooring _____, baseboard type _____, size _____, window casing type _____, size _____, ceiling finish _____, molding detail type _____, size _____, Other _____, Ceiling fan _____, Switched plugs _____, where _____, Other _____,

Den/study

- Flooring _____, Baseboard type _____, size _____, Window casing type _____, size _____, Ceiling finish _____, Specialty molding detail type _____, size _____, Built-in's _____, Wall paneling? Yes _____, No _____, Type? wainscotting ____, full height ____, Ceiling Cornice molding? Yes _____, No _____, type _____, Media connections _____, Ceiling fan _____, Switched plugs _____, where _____, French door? Yes ____, No ____, Type _____, Single door _____, Double door _____, Transom over door _____, Other _____

Foyer/entry

- Flooring _____, Baseboard type _____, size _____, Window casing type _____, size _____, Ceiling finish _____, Entry closet door type _____, Entry door type? Standard 3/0 x6/8 ____, 3/0 x 8' ____, Transom window over entry door _____,

Stair way/well details

- Newel post type _____, Baluster spinal type? wood _____, Metal _____, Model _____, Stair tread finish? Wood ____, Carpet ____, Other ____, Open stair riser? Yes __ No __, Closed Stringer ____, Open stringer ____, Width of stair? Standard 3' ____, 3"6" ____, 4'0" ____, other _____,

Laundry Room

- Flooring _____, Baseboard type _____, size _____, Window in laundry room? Yes ____, No _____, Window casing type _____, size _____, Ceiling finish _____, Cabinet finish _____, Cabinet hardware type, _____ Countertop finish _____, Backsplash finish _____, Laundry sink? Yes ____, No ____, type? under mount ____, flush mount _____, Laundry faucet type 4" o/c _____ 8" o/c _____, Model _____, Type of washer & dryer? standard top load ____, front Load ____, stacking _____, Model _____, Built-in ironing board _____, Other _____, where do you want the laundry facility? Main floor _____, Basement _____, Second floor _____, Which additional rooms are to have access to the laundry room? Mud Room ____, Kitchen ____, Master bedroom _____, Master Closet ____, Other _____

Games room

- Flooring _____, baseboard type _____, size _____, window casing type _____, size _____, ceiling finish _____, molding detail type _____, size _____, Fireplace type _____, model number _____, Switched plugs _____, Where? _____, ceiling fan _____, Other _____

Garage

- Interior wall finish? Raw walls ____, Insulated only ____, Insulated & dry walled one coat mud ____, Finished 3 coat walls & ceiling ____, Painted walls? Yes ____, No ____, Garage overhead door type? 10' Single doors ____, Double 16' wide ____, Double 18' wide ____, Overhead door height? Standard 7' ____, 8' ____, other _____, overhead door openers? Yes ____, No ____, Separate man door? Yes ____, No ____,

Mechanical Room

- Number of furnaces ____, Air conditioning? Yes ____, No ____, electronic air cleaner? Yes ____, No ____, Number of hot water heaters ____, Water softener? Yes ____, No ____, In-floor heat/boiler? Yes ____, No ____, if yes number of zones ____, Garage sub-panel wiring? Yes ____, No ____, Hot-tub hook-up ____, Pool hook-up ____, Size of electrical panel? 100 amp ____, 200 amp ____, Alarm system ____, built-in vac system ____, Energy efficient features _____, Other _____,

NOTES:

NOTE: These same forms can also be downloaded for free in a fully editable MS Word doc. Or we can e-mail them to you, ask us for details

LANDEN Design-Build

CUSTOM HOME FORM

GENERAL SPECIFICATIONS for:

For: Mr. & Mrs:

“ _____ Calgary”

_____ Story Home _____ Sq. ft. Main Floor with _____ Sq. ft. Second Floor with optional fully developed lower level of _____ Sq. ft.

With ____ Car attached garage

GENERAL SPECIFICATIONS

Roof

Asphalt shingles

3/8" OSB OR optional plywood sheathing

Engineer approved roof trusses @ 24" o/c – or as indicated on plans

Rafter & ceiling joist framing where applicable @ 24" o/c -

R-40 loose fill / batt insulation

6 mil poly vapour barrier

CD Drywall 1/2" on all insulated ceilings

Roof / attic space to be vented @ min 1 : 300 ratio

Attic Access to be a minimum of 22"x30"

Exterior Wall

Exterior finish as per elevations

Cultured stone where applicable to have wire mesh stapled to studs

Building "tar" paper 2 layers of 30 Mil paper.

3/8" OSB or plywood sheathing

2x6 spruce wood studs 24" o/c or as specified

R-20 batt insulation

6 mil poly vapour barrier

1/2" drywall

Foundation Wall

Stucco parging above grade

Damp proofing below grade

8" concrete foundation walls c/w 2 rows of 1/2" re-bar, over a 20"x6" concrete footing

Foundation concrete to be min 25 MPA strength- In accordance with the NBC and site engineer specs

Provide 4'0" min. cover to footings on home, garage foundation to be thickened edge slab on grade.

4" diameter weeping tile if required

R-12 batt insulation

Frost protection insulation at all walk-out foundation walls

- 2" x 24" Styrofoam approved for below grade application

6 mill poly vapour barrier

Drywall ½" (or optional frost wall framing set out below)

Floors

Finished flooring as specified

Joist to be 19.2" o.c. engineered I Joist or as specified on plans

3/8" plywood underlay in lino areas

3/8" spruce ply underlay in floor tile areas

¾" OSB T&G sub flooring glued and screwed to joist

- or as specified by floor joist engineers

Garage Slab

4" concrete slab

Compacted gravel

Slope garage 4" toward overhead doors

Basement Floor

Finished flooring as specified

3" concrete slab over 6 Mill poly

6 mill poly vapour barrier

Over washed compacted gravel

Cantilevered Floor Areas

4-1/2" Emercore panel to underside of cantilever

3/8" sheathing for nailer

- see detail

Pre-finished aluminium soffit

Interior Partitions

½" drywall

2x4 or 2x6 spruce studs 16" and or where specified on plans at 19.2' or 24" o/c

½" drywall

Interior Load Bearing Walls

To be framed same with in line stud spacing as to roof of floor members being supported

To be framed as “in-line” framing
Stud size as specified on plans

Foundation frost wall framing

2x4 spruce wood studs 24” o/c or as specified on plans
R-12 batt insulation
6 mil poly vapour barrier
Optional ½” drywall

General Notes

Window sizes marked on plans are nominal
- refer to manufacturer’s specification for rough opening sizes
Main floor and second floor joist are of an engineered wood-I type
- size and spacing to be confirmed by joist suppliers engineer
All LVL and or lumber beam as specified on plans
- size and number of ply to be confirmed by beam suppliers engineer
All roof framing not specified as truss framing
- is to conform to the National Building Code of Canada (NBC)
- and conform to All Building Codes
All other framing is to conform to NBC

Mechanical SPECIFICATIONS

H Vac “heating”

“Train” or equivalent high efficient furnace c/w PVC venting
Future slot for electronic air cleaner
Optional “Train” air conditioning (see allowances)
1 High efficient 60 Gal hot water heating tank c/w PVC venting
60 CFM “Broam” or equivalent bath fans c/w 4” venting in all bathrooms
6” range venting (hood fan from Appliance allowance)
Built-in Vac rough-in up to 6 outlets (for vac unit see allowance)

Plumbing

Vanity taps 4” o.c. Chrome “Delta” twin lever (builder line) or equivalent
Vanity sinks “Crane” porceline “drop-in” or equivalent. Under mounted sinks is an extra
Shower valves Chrome single lever “Delta” (Builder line) or equivalent
Master tub Delta 8” o.c. Deck mount (Builder line) or equivalent
Kitchen sinks two bowl 32” “under mount” stainless steel “Steel Queen” or equivalent
Kitchen tap “Delta” chrome extended neck c/w pull out veg-spray or equivalent

Laundry sink 24" drop-in stainless steel "Steel Queen" or equivalent
Laundry sink tap "Delta" deck mount or equivalent
Water shut off valves on all sink and toilet lines
2 exterior hose bib's c/w shut off

Electrical

100 Amp service, (above 100 amp is extra)
Decora switches throughout "white"
Decora counter plugs "tamper resistant" 20 amps "white"
Regular 3 prong 15 amp "tamper resistant" plugs throughout spaced as per Electrical Code "white"
4/way switched circuits are extra
Switched plugs are extra
Decora GFI outlets in all bath rooms "white"
Arc fault breaker protection in all bedrooms
48 circuit main electrical panel (Larger panels & or Sub panels are extra)
Garage wired c/w 1 plug per car space, 1 plug per door opener, 2 lights per car space
Pot lights (see lighting allowance)
Ceiling fans (see lighting allowance)
Under counter lighting (see lighting allowance)
Doorbell (see lighting allowance)
Low voltage wiring (see allowance)

Media Sound & Security

Rough-in optional

ARCHITECTURAL DESIGN CONSULTING AGREEMENT

This Architectural Design Consulting Agreement (the "Agreement") is made and effective [DATE],

LANDEN DEVELOPMENT INC (the "Consultant"), a company organized and existing under the laws of the Province of ALBERTA, with its head office located at: 2740044 10 Street East Okotoks AB T1S 1A2 Phone: 403-619-4734 email address: landengroup@gmail.com

[NAME] (the "Client"), with the Client's address of _____ Calgary Alberta, with the Clients project address (the "project") of _____ Calgary Alberta Lot _____ Block _____ Plan _____ Phone _____ email address: _____

In the event of a conflict in the provisions of any attachments hereto and the provisions set forth in this Agreement, the provisions of such attachments shall govern.

In consideration of the foregoing and of the mutual promises set forth herein, and intending to be legally bound, the parties hereto agree as follows:

NOW, THEREFORE, in consideration of the mutual covenants set forth herein and intending to be legally bound, the parties hereto agree as follows:

1. CONSULTATION SERVICES

The Client hereby agrees to engage the Consultant to perform the following services in accordance with the terms and conditions set forth in this agreement, and as also set out in any subsequent schedules and or attachments hereto: The Consultant will consult with the Client concerning matters relating to the architectural design, drafting, and structural design of the Clients Project, and management of the overall design and drafting process of plans and details to finalize a complete set of building being permit ready building plans for the Clients Project.

2. TERMS OF AGREEMENT

This agreement will begin [DATE] and will end 120 days thereafter or at the finalizing of building plans for the Client, whichever is reached first. Either party may cancel this agreement on 30 days' notice to the other party in writing, by email, certified mail or personal delivery, however any design time by the Consultant spent during the active part of this engagement agreement will be deemed billable time and due upon termination of this agreement.

3. TIME DEVOTED BY CONSULTANT

It is anticipated the consultant will spend approximately 100 to 150 HOURS in fulfilling its obligations under this contract. The particular amount of time may vary from day to day or week to week. However, the consultant shall devote a minimum of 30 hours per week to fill its duties in accordance with this agreement.

4. PLACE WHERE SERVICES WILL BE RENDERED

The consultant will perform most services in accordance with this contract at the business location of the consultant or at the consultant's discretion. In addition, the consultant will perform services on the telephone and at such other places as necessary to perform these services in accordance with this agreement.

5. PAYMENT TO CONSULTANT

The Consultant will be paid a fixed rate as set out in Schedule "A" attached hereto, and shall be paid an hourly rate of \$65 for any revisions to plans after sign-off by the client of the preliminary plans and or if design extras are requested by the client that are not included in the fixed rates for work performed in accordance with this agreement. The Consultant will first inform the Client extra charges will incur before any extra work is done, furthermore the Consultant will not perform any extra design work without first getting a written approval to do so from the client. Extras shall be determined as per the list of extras set out in Schedule "B". The consultant will submit to the Client an itemized statement setting forth the time spent and services rendered for any revisions or extra work, and the Client will pay the consultant the fixed rates as set out in the milestone payments herein along with any other amounts due as indicated by statements submitted by the consultant and shall be paid by the Client within 15 days of receipt of invoice via e-mail.

6. INDEPENDENT CONTRACTOR

Both the Client and the Consultant agree that the consultant will act as an independent contractor in the performance of its duties under this contract. Accordingly, the consultant shall be responsible for payment of all taxes including Federal, Provincial, GST, and local taxes arising out of the consultant's activities in accordance with this contract, including by way of illustration but not limitation, Federal and Provincial income tax, Unemployment Insurance taxes, and any other taxes or business license fee as required by Alberta law.

7. CONFIDENTIAL INFORMATION

The consultant agrees that any information received by the consultant during any furtherance of the consultant's obligations in accordance with this contract, which concerns the personal, financial or other affairs of the Client will be treated by the consultant in full confidence and will not be revealed to any other persons, firms or organizations. The client agrees that all preliminary plans and subsequent plans are the copyright property of the Consultant and only become the property of the client if fully paid for and only if transferred to the client under a separate Transfer of Copyright Agreement. Signed by the Consultant.

8. EMPLOYMENT OF OTHERS

The Client may from time to time request that the consultant arrange for the services of others, (outside services) such as Professional Engineers, Surveyor's or experts. All costs to the consultant for those outside services will be paid by the Client without mark-up from the Consultant, but in no event shall the consultant employ other outside services without the prior authorization of the Client.

9. TERMS OF PAYMENT

Terms of Payment: Payment is due upon completion of work/services and or milestone draws, and or as otherwise outlined in this agreement, along with any payment due related to any other approved by client extras to this agreement in the form of any agreed to by client change-orders, or as otherwise further jointly agreed to in writing by the parties hereto. By signing this agreement the Client understands that this signed agreement then forms a contractual engagement-agreement between the parties hereto, the Client further agrees that if payment is delayed or otherwise withheld beyond the payment terms as outlined herein, that interest will be billed to the Client at the rate of 2% per month on any overdue amounts, the Client further agrees that in the event of delayed or otherwise withheld by Client payment to the Consultant as and when due, that the Consultant shall then have its contractual right to securitize its contractual interest/rights of this agreement in the form of a security instrument registered on the title of the legal address set out above for where the work/services were performed by the Consultant for the Client, and/or as set out in The Builders' Lien Act under Alberta law.

10. ACCEPTANCE UNDERSTANDING

By accepting and signing this agreement the Client agrees that this document then forms an engagement agreement/contract between the Client & Landen Development Inc. (Landen) which then also forms part of any other agreed to contracts, schedules' or exhibits thereto between the Client & Landen as (The consultant). The Client further acknowledges that they are the owner of or fully authorized by the owner of the property to engage Landen for the above detailed work/services on or to the described address and legal property description as set out above.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

CLIENT

LANDEN DEVELOPMENT INC as CONSULTANT

Authorized Signature

Authorized Signature

Greg Genereux CEO

Print Name and Title

Schedule “A” to Design Agreement

Base fixed rates

<u>Description</u>	<u>Design size</u>	<u>Design rate</u>	<u>Totals</u>
Proposed renovation Main floor target size	381 sq. ft.	\$ 1.75 per sq. ft.	\$647.70
Proposed renovation second floor target size	389 sq. ft.	\$ 1.75 per sq. ft.	\$680.75
Proposed renovation basement development	389 sq. ft..	\$ 0.65 per sq. ft.	\$ 252.00
Site plan	1	\$ 350.00 per job	\$ 350.00
Electrical plans	770 sq. ft.	\$ 0.15 per sq. ft.	\$ 115.50
Detailed deck plan	458 sq. ft.	\$ 0.25 per sq. ft.	\$114.00
Detailed floor joist plans layout plans	389 sq. ft.	\$ 0.15 per sq. ft.	\$ 58.35
Detailed roof framing/truss layout plans	389 sq. ft.	\$ 0.15 per sq. ft.	<u>\$ 58.35</u>
Total for Home Renovation Plans			\$2,276.15 Plus GST

Workshop with suite over plans

Shop area	1,495 sq. ft.	\$0.65 per sq. ft.	\$ 971.75
Suite over shop	894 sq. ft.	\$1.45 per sq. ft.	\$1,296.30
Electrical plans	1,495 sq. ft.	\$ 0.10 per sq. ft.	\$ 149.50
Detailed floor joist plans layout plans	894 sq. ft.	\$ 0.15 per sq. ft.	\$ 134.10
Detailed roof framing/truss layout plans	1,495 sq. ft.	\$ 0.15 per sq. ft.	<u>\$ 224.25</u>
Total for Home Renovation Plans			\$2,775.90 Plus GST

NOTE: Joist and roof framing is NOT included in the Landen Standard Drawing, all Wood-I floor systems, roof truss systems and LVL beam systems are to be designed by separate engineered stamped drawings, which is normally supplied by the Wood-I or Roof Truss Supplier or manufacture. However the Consultant will assist said suppliers or manufactures wherever possible and agree to supply any base architectural design needed for them to achieve their final drawings and engineering design.

Schedule “B”

Extras

Site visit	Per visit	\$0
Revisions to plans	Per Hour	\$ 65.00
Permit application process fee (within 50 klm)	Flat fee	\$750.00 Plus permit hard cost
Development permit process quoted at time of need		
Engineering quoted at time of need		

CONFIDENTIALITY AGREEMENT

This Confidentiality Agreement ("Agreement") is made and effective this ___ day of _____ 2020,

BETWEEN: **LANDEN DEVELOPMENT INC** (the "Consultant"), a company organized and existing under the laws of the Province of ALBERTA, with its head office located at: 2740044 10 Street East Okotoks AB T1S 1A2 Phone: 403-619-4734 email address: Info@landendevlopment.com

AND: **[NAME]** (the "Recipient"), with the Recipient's address of _____ Calgary Alberta, with the Clients project address (the "project") of _____ Calgary Alberta Lot ____ Block ____ Plan _____ Phone _____ email address: _____

In consideration of the terms and covenants of this agreement, and other valuable consideration, the parties agree as follows:

WHEREAS, Recipient has requested copies of information and or plans and renderings from Consultant in connection with consideration of a possible architectural design transaction or other relationship between Recipient and Consultant.

WHEREAS, in the course of consideration of the possible transaction or relationship, Consultant may disclose to Recipient confidential, important, and/or proprietary trade secret information concerning Consultant 's copyright protected plans and materials and its activities.

THEREFORE, the parties agree to enter into a confidential relationship with respect to the disclosure by Consultant to Recipient of certain information.

1. CONFIDENTIAL INFORMATION

Consultant proposes to disclose certain of its confidential and proprietary information (the Confidential Information") to Recipient. Confidential Information shall include all costing data, plans, renderings sketches, design materials, technology, computer programs, building specifications, manuals, financial information, and other information disclosed or submitted, orally, in writing, or by any other media, to Recipient by Consultant. Confidential Information disclosed orally shall be identified as such within five (5) days of disclosure. Nothing herein shall require Consultant to disclose any of its information.

For purposes of this Agreement, the term "Recipient" shall include Recipient, the company he or she represents, and all affiliates, subsidiaries, and related companies of Recipient. For purposes of this Agreement, the term "Representative" shall include Recipient's directors, officers, employees, agents, and financial, legal, and other advisors.

2. EXCLUSIONS

Confidential Information does not include information that Recipient can demonstrate: (a) was in Recipient's possession prior to its being furnished to Recipient under the terms of this Agreement.

3. RECIPIENT'S OBLIGATIONS

- a. Recipient agrees that the Confidential Information is to be considered confidential and proprietary to Consultant and Recipient shall hold the same in confidence, shall not use the Confidential Information other than for the purposes of review by the recipient, and shall disclose it only to immediate family member's and or its officers, directors, or employees with a specific need to know. Recipient will not disclose, publish or otherwise reveal any of the Confidential Information received from Consultant to any other party whatsoever except with the specific prior written authorization of Consultant.

- b. Confidential Information furnished in tangible form shall not be duplicated by Recipient except for purposes of this Agreement. Upon the request of Consultant, Recipient shall return all Confidential Information received in written or tangible form, including copies, of plans, renderings, cost estimates, or other materials and media containing such Confidential Information, within _____ days of such request. At Recipient's option, any documents or other media developed by the Recipient containing Confidential Information may be destroyed by Recipient. Recipient shall provide a written certificate to Consultant regarding destruction within _____ days thereafter.

4. TERM

The obligations of Recipient herein shall be effective from the date of this agreement, and as also set out under Copyright Law in Canada. Further, the obligation not to disclose shall not be affected by bankruptcy, receivership, assignment, attachment or seizure procedures, whether initiated by or against Recipient, nor by the rejection of any agreement between Consultant and Recipient, by a trustee of Recipient in bankruptcy, or by the Recipient as a debtor-in-possession or the equivalent of any of the foregoing under local law.

5. CONFIDENTIALITY

Recipient and its Representatives including family members shall not disclose any of the Confidential Information in any manner whatsoever, except as provided in Articles 6 and 7 of this Agreement, and shall hold and maintain the Confidential Information in strictest confidence. Recipient hereby agrees to indemnify Consultant against any and all losses, damages, claims, expenses, and attorneys' fees incurred or suffered by Consultant as a result of a breach of this Agreement by Recipient or its Representatives.

6. PERMITTED DISCLOSURES

Recipient may disclose Consultant's Confidential Information to Recipient's responsible Representatives with a bona fide need to know such Confidential Information, but only to the extent necessary to evaluate or carry out a proposed transaction or relationship with Consultant and only if such parties are advised of the confidential nature of such Confidential Information and the terms of this Agreement and agree to be bound by a legally enforceable code of professional responsibility to protect the confidentiality of such Confidential Information.

7. USE

Recipient and its Representatives shall use the Confidential Information solely for the purpose of evaluating a possible transaction or relationship with Consultant to complete a full architectural permit ready design and shall not in any way use the Confidential Information to the detriment of Consultant.

8. NO LICENSE

Nothing contained herein shall be construed as granting or conferring any rights by license or otherwise in any Confidential Information, and that the disclosure of Confidential Information shall not be construed as evidencing any intent by a party to purchase any products or services of the other party nor as an encouragement to expend funds in further planning and design efforts. Recipient agrees not to use any Confidential Information as a basis upon which to develop or have a third party develop or finish off the consultants copyright protected preliminary design work as a competing or similar design.

9. RETURN OF DOCUMENTS

If Recipient does not proceed with the possible design transaction with Consultant, Recipient shall notify Consultant of that decision and shall, at that time or at any time upon the request of Consultant for any reason, return to Consultant any and all plans, renderings, cost estimates, and other written, printed or other tangible materials in its possession pertaining to the Confidential Information immediately on the written request of Consultant.

10. NO ADDITIONAL AGREEMENTS

Neither the holding of discussions nor the exchange of material or information shall be construed as an obligation of Consultant to enter into any other agreement with Recipient or prohibit Consultant from providing the same or similar information to other parties and entering into agreements with other parties.

Consultant reserves the right, in its sole discretion, to reject any and all proposals made by Recipient or its Representatives with regard to a transaction between Recipient and Consultant and to terminate discussions and negotiations with Recipient at any time.

11. IRREPARABLE HARM

Recipient understands and acknowledges that any disclosure of any of the Confidential Information in violation of this Agreement may cause Consultant irreparable harm, and therefore agrees that Consultant shall have the right to apply to a court of competent jurisdiction for specific performance and/or such other relief as Consultant shall deem appropriate.

12. GOVERNING LAW

This Agreement shall be governed and construed in accordance with the laws of the Province of Alberta and Recipient consents to the exclusive jurisdiction of Alberta courts located in Calgary for any dispute arising out of this Agreement.

13. FINAL AGREEMENT

This Agreement terminates and supersedes all prior understandings or agreements on the subject matter hereof. This Agreement may be modified only by a further writing that is duly executed by both parties.

14. SURVIVAL

This Agreement shall continue in full force and effect at all times.

15. SUCCESSORS AND ASSIGNS

This Agreement and each party's obligations hereunder shall be binding on the representatives, assigns, and successors.

16. SEVERABILITY

If any term of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then this Agreement, including all of the remaining terms, will remain in full force and effect as if such invalid or unenforceable term had never been included.

17. NOTICES

Any notice required by this Agreement or given in connection with it, shall be in writing and shall be given to the appropriate party by personal delivery or by certified mail, postage prepaid, or recognized overnight delivery services.

If to Consultant: 2740044 10 Street East Okotoks AB T1S 1A2 Phone: 403-619-4734
E-mail address: Info@landenddevelopment.com

If to Recipient: _____

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

CONSULTANT _____ RECIPIENT _____
Authorized Signature Authorized Signature

Print Name and Title

Print Name and Title