



Client/s: _____ Date: _____

Home Address: _____ Site Address: _____

Package: Renovation Custom Package (CP) Tender Only (TO) Extras: _____

1. PROVISION OF SERVICE BY Home Builders Advantage (HBA)

1.1 HBA Agrees to provide the range of services for package selected as per HBA Process Flowchart. Additional work may incur extra cost.

2. Custom Design Clients Acknowledgments

2.1 HBA undertake sales, marketing, design & admin work on behalf of builders & are paid a service charge for this. This charge is a cost to the builder & in no way adds to the clients' project price. Client authorises HBA to pass on their details to trusted partners for work in connection with their project. HBA may receive a fee for any introduction.

2.2 HBA is permitted to display a sign at their site address during construction and to take photos of completed home.

2.3 First Initial Concept Design plus one round of design changes is without obligation to proceed. Maximum of 2 versions prior to activation fee.

2.4 Proceeding from concept to full design requires an Activation Fee of \$1,000 +GST (Max of 3 homes per site, larger projects by agreement)

2.5 Unless suitable & current survey provided by client, a site survey will be ordered and chargeable at net cost to HBA +GST.

2.6 In the unlikely event of cancellation, HBA reserve the right to charge a fee of \$1500 +GST (per unit) to partially offset costs incurred. Copyright is retained by HBA and a cancellation agreement must be signed.

2.7 HBA require confirmation from an independent source that adequate finance is available for the project prior to commencement of the process. HBA have a construction finance specialist who is available to assist in the case of any difficulty at this stage.

2.8 HBA Building Inspector will visit site at each payment stage.

3. FEE SCHEDULE (Design & Tendering)

3.1 In addition to the acknowledgements and obligations conferred by clause 2 hereof the client further accepts that HBA will be paid in the following manner.

3.2 Renovation Service: The client fee for design and tendering portion is included within the builders quote and 2% is payable from client deposit on signing of the PPA. Detailed site measure may incur additional charge.

3.3 Custom Package: The client fee for the full custom design service is included within the builders quote. 2% of contract value is payable to HBA from the client deposit paid to builder on signing of the PPA.

3.4 Tender Only: \$500 fee payable to proceed. If HBA fail to achieve agreed budget \$500 to be refunded. No other obligation to proceed with HBA results. HBA commission for this service included within the builders quote and 2% is payable from client deposit on signing of the PPA.

3.5 Payment of activation fee in Custom Design or Renovation or written approval to begin tender process, are deemed to be acceptance of HBA's Service Agreement terms and conditions.

3.6 All fees paid to HBA are non-refundable.

4. COPYRIGHT IN PLANS (HBA Designs only)

4.1 In addition to the copyright and design, our fees cover advice, knowledge, networking, tendering and finishing touches access.

4.2 HBA retains copyright of the design, but grants the client shared copyright at finance approval and subsequent contract signing with client selected builder from HBA panel.

4.3 HBA grants builder the right to copy & modify the design for all things necessary to build at the above property, single use only, the builder does not at any stage have copyright on design.

4.4 No person may copy, modify or use the design without the express permission of H.B.A we retain the right to use plans and related images for marketing purposes.

5. CLIENT SUPPLIED PLANS (Tender Only)

5.1 Client supplied plans for tender only, copyright remains the property of the client.

5.2 Full service inclusions do not apply in the case of tender only.

5.3 H.B.A reserves the right to waive the refundable deposit for tendering - terms and conditions apply.

5.4 The client shall indemnify and keep indemnified H.B.A and its personnel from and against any liability, claim action or suit arising from any such claim as a consequence of use of the client's plans including reasonable legal costs.

6. BUILDERS STANDARD PLANS (B.S.P)

6.1 H.B.A can provide many builders standard plans. Our clients receive a discounted rate on advertised price, including any current promotion at P.P.A. Discount generally given as a pre start credit. (Min saving of 2% of P.P.A value ex site works).

6.2 No deposit required until PPA. Some modification to the plans allowed at H.B.A and builder discretion. Additional cost may apply. Full service inclusions do not apply in the case of B.S.P

7. LIMITATION OF LIABILITY

7.1 HBA Recommends builders and suppliers in good faith, based on current performance and market conditions. Choice of builder and decision to sign PPA or building contract is solely that of client.

7.2 HBA is not responsible for any breach of the building contract or negligence by the builder outside of our control. Client may not take any action against H.B.A in relation to Builder referral, including making negative comments on social media or publishing anywhere on the internet.

7.3 HBA will prepare working drawings on behalf of builder & submit for all relevant approvals. Builder will provide engineering drawings. Client agrees to adhere to all reasonable shire requests to achieve DA.

7.4 HBA concept & Specification should not be referred to during construction as these are superseded by builder's contract & plans.

DESIGN LIMITATIONS

8.1 Custom Design Package includes up to 10 revisions or 3 months (whichever occurs sooner) HBA may grant revision/time extension at their discretion. Client may choose to continue design changes at an hourly rate \$65, proceed with builder or to cancel (fees apply).

8.2 If client does not proceed to PPA within 6 months from Activation part payment of account (\$4000+GST) becomes due (excluding copyright), thereafter standard HBA procedure applies.

9. HBA HOLIDAY GUARANTEE

9.1 We DARE you to find a better equivalent quote on overall construction costs, from a comparable builder. Valid only while your plans are out to tender. HBA will send you a week's holiday for two! (Terms & Conditions Apply)

Client Name: _____ Signature: _____

Client Name: _____ Signature _____

HBA Signature: _____ Date: _____

HBA SERVICE AGREEMENT