



LICENSE AGREEMENT

Gustin Design Services, LCC (GDS) and Philip Gustin, Architect assumes no liability for any residence, home, portion of a residence, or any other structure which may be built from these plans. The purchaser of these plans is responsible for reading and complying with the following, prior to the start of construction or submittal to authorities having jurisdiction.

USE OF THE PLANS

1. These plans and any designs within are the property of GDS and Philip Gustin, Architect. These plans are protected by Federal Copyright Laws. Any use of the information contained herein beyond the one-time use authorized by a purchase, or any duplication, publication, sale or distribution of any part of these plans without the prior written consent of GDS represents a violation of Federal Laws subject to the prescribed penalties.
2. Purchase and downloading of any PDF plan package grants the purchaser as "Licensee" the right to use such documents to construct a single structure. A single purchase of the plans allows duplication of prints solely for that purpose. Purchaser acknowledges that all rights of ownership, title, and interest in the copyrights, plans and derivatives remain with GDS and Philip Gustin. Modified plans are considered derivatives of the original and receive the same copyright protection even if completely redrawn. License for use of the plans ends with the completion of the house (occupancy). Plans are not transferable to a third party. If the structure is not built the plans may not be sold to somebody else.
3. Any use of the plans, or modifications of the plans, by purchasers, builders or others is done at their own risk. Licensee should have the plans reviewed by a local professional architect or engineer before the start of construction. The information contained within the plans is to indicate design intent and basic construction detailing. It is the builder's responsibility to provide standard construction details and practices which will result in a structurally sound and weatherproof finished product.

CONTENT OF PLANS

1. These plans do not include any detailed electrical, plumbing, heating or air conditioning drawings due to the wide variety of local codes and climatic conditions. Licensee should have a local electrical engineer, mechanical engineer or builder provide detailed electrical, plumbing, heating or air conditioning drawings as may be required for permits and construction. The foundation plan and associated details are provided as a basic guide for a typical spread footing/poured concrete foundation system. The design as shown may not be acceptable for other locations. Licensee should have a local architect or licensed engineer review these plans and provide a site-specific foundation design if found necessary.
2. These plans provide ideas and concepts and are not intended to be complete in all respects and details. Variations in standard sizes of window and door brands and types and use of different



materials and thicknesses can change details. Varying local codes, ordinances, regulations, foundation requirements, and the layout of electrical, mechanical, and plumbing systems can also change details.

3. No deviation from the drawings or specifications or intent of same shall be made without the Owner's written authorization.
4. No cutting or damage to building structural components will be allowed without written authorization from a local structural engineer.
5. All dimensions are to face of framing stud or centerline of structure unless noted otherwise (UNO).
6. All utilities shall be connected to provide gas, electric, and water to all equipment whether said equipment is in Contract or not. Equipment shall be guaranteed to function properly upon completion.
7. Manufacturer's standard specifications and materials approved for project use are hereby made part of these Notes with same force and effect as if written out in full herein. All appliances, fixtures, equipment, hardware, etc. shall be installed in accordance with Manufacturer's specifications and procedures.
8. Written words take precedence over drawn lines. Large-scale details and plans take precedence over smaller details and plans. Should a conflict arrive between the Specifications and Drawings, the requirements deemed most stringent shall be used.
9. Minor details not usually shown or specified but necessary for proper and acceptable construction, installation, or operation of any part of the Work shall be included in the Work as if it were specified or indicated on the drawings.
10. All architectural drawings and construction notes are complimentary. What is indicated and called for by one shall be binding as though called for by all.

BUILDER'S RESPONSIBILITY

1. It is the responsibility of the builder to assure that all work is in accordance with the latest edition of all applicable National, State, and Local Building Codes. It is the builder's responsibility to assure that all work is in accordance with the latest edition of all applicable Construction Standards, fire department standards, utility company standards and best practices.
2. It is the responsibility of the builder to assure that all manufactured articles, material, and equipment are applied, installed, connected, erected, used, cleaned, adjusted, operated and conditioned as directed by the manufacturers. Builder shall follow all instructions to sustain and preserve all expressed or implied warranties and guarantees.



3. It is the responsibility of the builder to assure that all materials, equipment and components are new and of good quality.
4. It is the responsibility of the builder to check all dimensions and details for overall accuracy appropriate to the local conditions and the final selection of materials such as masonry, floor joists, lumber, structural members, construction panels, roofing, etc., all of which can create variations in dimensions and details.
5. It is the responsibility of the builder to arrange for all tests and inspections as specified or otherwise required by the local building department and shall pay all costs and fees for same. The builder shall secure all building permits and upon completion of the project (prior to final payment) deliver to the Owner a Certificate of Occupancy, Use (or equivalent as local conditions require) from the building department.
6. It is the responsibility of the builder to use State licensed contractors/subcontractors for all plumbing and electrical work. Contractors/subcontractors shall submit all required permits, certificates and sign-offs to the Owner for their records prior to final payment.
7. The General Contractor shall verify all dimensions, be familiar with the existing conditions, and bring any discrepancies to the attention of the Architect prior to submission of construction proposal and before beginning work. Drawings may be scaled for estimating purposes and for general reference only. For all other dimensions or locations consult the Architect or refer to dimensions on Drawings. Verify all dimensions in the field.
8. The General Contractor shall lay out all work and be responsible for all dimensions and conditions for trades such as electrical, plumbing, etc.
9. All Work shall be guaranteed for a minimum one year after final approval, unless local laws require a longer warranty period. The General Contractor shall sign the written guarantee as provided by the Owner. The guarantee shall cover all general and subcontractor work. All defects discovered during this period shall be repaired to the Owner's satisfaction at the Contractor's expense.

DISCLAIMER

Names of materials and manufacturers shown on these plans do not represent an endorsement or recommendation by GDS nor Philip Gustin. Final selections of materials are the responsibility of the homeowner and/or builder, including, but not limited to proper installation of materials, nailing, gluing, caulking, insulating, flashing, roofing, weatherproofing and many other small items and details not necessarily indicated on the plans, and over which GDS has no control or responsibility. Philip Gustin, architect shall not be held liable for any errors, omissions, or deficiencies in any form by any party whatsoever.