

## **PURCHASE AGREEMENT FOR “TUCSON CASITA” PLANS**

By signing this Agreement, Buyer acknowledges their understanding and agreement to the following:

1. Buyer is responsible for determining the feasibility of Tucson Casita for the Buyer's site. The plans have been pre-approved as a Model Plan by the City of Tucson; however, zoning, topography, utilities, easements, existing structures, soil conditions and other potential constraints may affect feasibility for an individual site. Scott Neeley Architecture LLC recommends that the Buyer have a licensed contractor or a licensed design professional familiar with accessory dwelling units evaluate the Buyer's site prior to purchasing the plans.
2. In an earlier form, Tucson Casita was submitted to the Casita Model Plan Design Competition. There are minor differences between the design shown in the Casita Model Plan Design Competition and the final, City-approved plans. This Agreement pertains to the City-approved plans.
3. Based on information provided by the Buyer, and as a courtesy only, Scott Neeley Architecture LLC may offer an opinion about the suitability of Tucson Casita for the Buyer's site. However, any opinion is not a finding of fact nor a guarantee and must be confirmed by the Buyer.
4. In addition to the pre-approved plans, The City of Tucson will require a plot plan, showing the location of Tucson Casita on the Buyer's site, and other application materials according to the City's current requirements. The plot plan is to be prepared by the Buyer or by others.
5. Buyer is responsible for obtaining any and all required permits and approvals.
6. Modifications to the plans, desired or required for any reason, are the Buyer's responsibility. Scott Neeley Architecture LLC has no responsibility for any modifications to the plans, nor liabilities for damages resulting from them.
7. The process of designing and preparing a set of plans involves hundreds of variables and decisions and extensive notations. Scott Neeley Architecture LLC has endeavored to make the plans thorough, complete, and accurate; however, it is possible that errors, omissions, or inconsistencies may be found in the plans. Scott Neeley Architecture LLC shall not be responsible for correcting errors, omissions, or inconsistencies, nor liable for any damages resulting from them.
8. Scott Neeley Architecture LLC's responsibilities end with the delivery of the plans. Scott Neeley Architecture LLC may answer questions that arise after the delivery of the plans at Scott Neeley Architecture LLC's discretion, without obligation and as a courtesy only.
9. Scott Neeley Architecture LLC holds and retains the copyright and all other intellectual property rights to the design and the plans. The design and the plans are protected under the Federal Copyright Act and other applicable laws.

Unauthorized copying or reproduction of the plans is strictly prohibited. The purchase of the plans does not transfer any copyright or ownership interest to the Buyer except for a limited one-time license to use the plans for a single Tucson Casita. The plans may not be used by another party, resold, nor published without written permission of Scott Neeley Architecture LLC. If Buyer wishes to build more than one Tucson Casita, contact Scott Neeley Architecture LLC for requirements to license the plans for more than one unit.

10. Emails between Scott Neeley Architecture LLC and the Buyer satisfy any legal requirements for communications in writing.
11. Plans will be provided as a PDF document sent by email to the Buyer. Drawings are in 24" x 36" format.
12. Scott Neeley Architecture LLC may choose not to enter into this Agreement, even when signed by the Buyer, at its sole discretion.
13. Buyer hereby releases, and agrees to indemnify, defend, and hold harmless Scott Neeley Architecture LLC from any subsequent responsibilities, liabilities, and / or damages related to the Tucson Casita.
14. Any dispute or conflict between the Buyer and Scott Neeley Architecture LLC that the parties cannot resolve shall be decided upon by binding arbitration in Pima County, Arizona. An award of arbitration may be entered as a judgment in any court having jurisdiction.
15. Scott Neeley Architecture LLC is selling a license for the one-time use of a pre-approved model plan and is not providing licensed professional services. Scott Neeley Architecture LLC's total liability, in the aggregate, shall not exceed the amount paid for the plans.
16. Buyer attests that they have adequate information to make an informed decision about the suitability of the design for the Buyer's purposes. Purchase of the plans is final. Refunds are not available. If, for any reason, Tucson Casita is not suitable for or allowable on the Buyer's site, or if the Buyer does not proceed with construction for any reason, Scott Neeley Architecture LLC has no obligations to the Buyer.

The price is \$4500.

Signature of Agreement:

Date:

Printed Name and Address of Buyer:

Email completed Agreement to:

[scott@neeleyarchitect.com](mailto:scott@neeleyarchitect.com)

Contact [scott@neeleyarchitect.com](mailto:scott@neeleyarchitect.com) for payment instructions.