

Following is general information you will need to place your order:

- Three (3) sets of plans are included with your Re-Use Fee. Additional plan sets are available for \$50 per set.
- To facilitate minor floorplan changes, an abbreviated set of AutoCad plan files (version 2000 or 2004) is available for a fee of \$500. This digital set will be limited to floor plans, roof plans and foundation plans. Additionally, if the plan set includes framing plans, these will be provided.
- Plans are available on a limited basis. Please check the Plan Summary or Plan Brochure to see if any geographic restrictions apply before placing your order.

#### RE-USE AGREEMENTS

Please fill out the appropriate agreement in its entirety and sign to acknowledge you have read and accept the terms of the agreement.

Standard Plan Orders: Please use the STANDARD RE-USE AGREEMENT

Plan Order with AutoCAD files: Please use the RE-USE AGREEMENT WITH CAD FILES PROVISION  
(This form requires your signature as well as the signature of the design professional who will be utilizing the AutoCAD files to make changes.)

#### PLAN ORDER FORM

Please fill out this form, indicating which plan you would like to order, your contact and shipping information and whether you require additional plan sets or AutoCad files.

- Please choose your plan carefully, making sure that it fits on your lot and that it meets your development's or municipality's architectural guidelines or requirements, if applicable. We do not offer refunds or exchanges. All sales are final.
- At the current time, we do not accept credit cards. We can accept personal checks, money orders or cashier's checks.
- Plans are shipped via ground delivery and generally leave our office within ten days of receipt of payment. If you would like your plans shipped overnight, please call us to discuss rates.
- If you have ordered an abbreviated set of AutoCad files, please note that these will be shipped directly to the design professional (Client's Vendor) at the address indicated on the Re-Use Agreement.

Please contact us at [info@ourtownplans.com](mailto:info@ourtownplans.com) or at 770-692-2929 should you have any questions.

SEND YOUR COMPLETED RE-USE AGREEMENT AND ORDER FORM, ALONG WITH PAYMENT MADE OUT TO:

HISTORICAL CONCEPTS  
430 PRIME POINT, SUITE 103  
PEACHTREE CITY, GA 30269



HISTORICAL CONCEPTS, LLC  
STANDARD PLAN RE-USE AGREEMENT

Historical Concepts, LLC (Architect) agrees to allow \_\_\_\_\_ (Client) to re-use existing plan named \_\_\_\_\_ (the "Plan") for construction on Lot # \_\_\_\_\_ in \_\_\_\_\_ (development), located in \_\_\_\_\_ (city), \_\_\_\_\_ (state). Client agrees to pay Architect a Re-Use fee of \$ \_\_\_\_\_ for the use of these plans.

**This Re-Use Agreement entitles Client to build from the Plan only once, and only on the lot specified within this agreement. This entitlement extends to the original Client only and is not transferable. Additional Re-Use Agreements must be entered into if Client wishes to construct the Plan at a different location other than the location specified herein.**

Architect retains ownership of and all copyrights to the Plan (and all derivative works and compilations incorporating the Plan) which are subject to copyright protection under the Architectural Works Copyright Protection Act of 1990. The protection includes but is not limited to the overall form as well as the arrangement and composition of spaces and elements of design. Modified plans are considered derivatives of the original and receive the same copyright protection, even if completely redrawn. Unauthorized use or duplication of the Plans, or the works or forms represented in the Plans, is a violation of Federal Law and may result in punitive damages, cessation of construction or the seizure or destruction of any buildings constructed in violation of Architect's rights.

It is the Client's responsibility to engage a qualified contractor to ensure that the Plan meets all local building codes and standard building practices as well as zoning requirements. The Client is also responsible for ensuring that the existing load bearing capacity of the soil at the building site is incorporated into the foundations and other structural items. If the Client and/or contractor are not qualified to make necessary structural changes to the Plan, then Client shall ensure that a licensed structural engineer is engaged to review all structural elements and make changes as necessary.

**ARCHITECT STRIVES TO PROVIDE PLANS WITH THE HIGHEST LEVELS OF DESIGN QUALITY AND THOROUGHLY DETAILED CONSTRUCTION DOCUMENTS. HOWEVER, DUE TO THE UNIQUENESS OF EACH BUILDING SITE AND VARYING REGIONAL CONDITIONS, ARCHITECT CANNOT ASSUME LIABILITY FOR STRUCTURAL MATTERS OR COMPLIANCE WITH LOCAL BUILDING CODES AND STANDARD BUILDING PRACTICES AS WELL AS ZONING REQUIREMENTS. ARCHITECT SPECIFICALLY RENOUNCES ALL WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSES. ALSO, ARCHITECT SHALL NOT BE LIABLE FOR ANY ERRORS, OMISSIONS, OR DEFICIENCIES OF ANY THIRD PARTIES. THIS RE-USE AGREEMENT SHALL BE CONSTRUED UNDER THE LAWS OF THE STATE OF GEORGIA. CLIENT CONSENTS TO THE JURISDICTION AND VENUE OF THE SUPERIOR COURT OF FAYETTE COUNTY, GEORGIA IN ANY ACTION ARISING OUT OF OR CONNECTED WITH THE RE-USE AGREEMENT OR THE PLANS.**

By signing below, Client acknowledges that he has read, and agreed to be bound by, all provisions of this Re-Use Agreement.

\_\_\_\_\_  
Client

\_\_\_\_\_  
Date

Page 1 of 1



PLAN RE-USE AGREEMENT WITH CAD FILES PROVISION

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## **CAD Files Provisions**

Architect agrees to allow \_\_\_\_\_ (Client's Vendor) to use CAD files for the Plan FOR AND IN CONSIDERATION of the mutual covenants contained in this contract and intending to be legally bound, the parties do agree as follows:

Architect hereby grants to Client and Client's Vendor a limited, non-exclusive, non-transferable license to create derivative works from the Plans, subject to the following restrictions, limitations, and qualifications:

The only permissible use of the Plans is for the creation of construction documents by Client's Vendor hired to execute changes all of which are intended for the sole purpose of constructing the Plan at the lot # and development specified herein. Any other use of the Plan is strictly prohibited.

Upon receipt of a fully executed Agreement and the re-use fee, Architect shall forward an AutoCAD file representing floor plans, foundation plan, roof plan and framing plan(s) if available, of the Plan to the Client's Vendor who will retain sole possession of the AutoCAD drawings. Client's Vendor shall not release the AutoCAD drawings to any other party.

All copies of any Derivative Works shall not bear any information regarding Historical Concepts.

The license granted herein is not exclusive and Architect retains full right, title and ownership in and to the Plans, and is entitled to fully use and distribute the Plans, for commercial purposes or otherwise, in Architect's sole discretion.

Client and Client's Vendor may not transfer the license granted herein, or any right acquired in this Agreement, to any other party.

Client's Vendor agrees to delete all digital AutoCAD drawings following completion of the drawings for the construction of the Plan at the Project. Client and Client's Vendor may retain printed copies, including reproducible copies, of the Plan for information and reference in connection with the construction and occupancy of the house. Architect shall accept confirmation in writing from Client's Vendor that all digital AutoCAD drawings have been deleted (see enclosed letter).

The term of this Agreement shall commence on the date of contract execution and expire on the first anniversary of said execution date.

The Plans and Derivative Works are the sole and exclusive property, goods and trade secret of Architect and may not be used, shared, sold, modified, given away or otherwise distributed by Client or Client's Vendor in such manner as to provide the use or benefit of the Plans and Derivative Works to any other party. This limitation shall be deemed continuing and shall be binding upon Client and Client's Vendor during and after the termination of this Agreement for whatever cause.

Architect makes no guarantees, express or implied, that the electronic data file will be free from errors, omissions, or be secure in its original content. Data stored on electronic media can deteriorate undetected or be modified without Architect's knowledge. Original hard copy prints from Architect should be compared to the digital file before use. Architect assumes no responsibility for damages resulting from use of the digital information.

Architect shall not be liable for loss of profits, margins, or incidental or consequential damages in any case.

Client and Client's Vendor agree to indemnify and hold harmless Architect from and against any and all damages and liability arising from or related to any Derivative Works.

In the event of Client's and/or Client's Vendor's default or performance of any obligation under this Agreement, the license granted herein shall immediately be revoked and of no further force or effect.

As agreed to by:

\_\_\_\_\_  
Signature  
For The Client

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

Client's street address: \_\_\_\_\_

City, State and Zip Code: \_\_\_\_\_

Phone: \_\_\_\_\_

Email address: \_\_\_\_\_

\_\_\_\_\_  
Signature  
For The Client's Vendor

\_\_\_\_\_  
Printed Name and Title

\_\_\_\_\_  
Date

Vendor's street address: \_\_\_\_\_

City, State and Zip Code: \_\_\_\_\_

Phone: \_\_\_\_\_

Email address: \_\_\_\_\_

PLAN NAME: \_\_\_\_\_

CONTACT INFORMATION:

Name: \_\_\_\_\_

Street Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone (day): \_\_\_\_\_ Phone (evening): \_\_\_\_\_

E-mail address: \_\_\_\_\_

SHIPPING INFORMATION (if different from above):

Name: \_\_\_\_\_

Street Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone (day): \_\_\_\_\_ Phone (evening): \_\_\_\_\_

Re-Use Fee: \$ \_\_\_\_\_

Note: 3 sets of plans are included with Re-Use Fee

Additional Plan Set(s): (\_\_\_\_\_ x \$50.00 each) \$ \_\_\_\_\_

AutoCad Plan Files \$ \_\_\_\_\_

Disk includes Floorplans, Roof Plans, Foundation Plans ONLY

Check Version Required: \_\_\_\_\_ 2000 \_\_\_\_\_ 2004

Shipping/Handling (Ground): \$ 20.00

Please contact us for expedited shipping rates

TOTAL: \$ \_\_\_\_\_

*Please make checks payable to: Historical Concepts*

Please Note: We cannot accept credit card payments. Payment may be by personal check, money order or cashier's check.  
Plans and/or AutoCad files will be shipped within 10 days of receipt of payment.