Terms to Include in Your Architectural Contract

Parties Involved: The contract should clearly define who is involved in the agreement. This includes the architect, client, and any other significant third parties.

Scope of Services: The contract should specify what services the architect will provide. This could include preliminary design, construction documents, bidding and negotiation, and construction administration.

Schedule of Work: This section should provide a timeline for the project, including key milestones, deadlines, and potential delay contingencies.

Fees and Compensation: The contract should clearly state how the architect will be compensated. This could be a flat fee, hourly rate, or a percentage of the construction cost.

Change in Services: The contract should outline what will happen if the client requests changes in the scope of work, including how additional fees will be calculated and billed.

Confidentiality: This section should protect the client's private information, ensuring that the architect cannot share it with third parties without permission.

Intellectual Property Rights: The contract should clarify who owns the designs and drawings created by the architect.

Termination: The contract should include a section detailing the circumstances under which the contract can be terminated, and the consequences of termination for both parties.

Dispute Resolution: The contract should outline how disputes will be resolved, such as through mediation, arbitration, or litigation.

Liability and Insurance: The contract should outline the liability of the architect and specify the type and amount of insurance coverage the architect must maintain.

Force Majeure: This section would stipulate what would happen in the case of unforeseen circumstances beyond the control of either party, such as natural disasters or pandemics.

Compliance with Laws and Regulations: The architect should confirm that all work will comply with local building codes and regulations.