



**INSTITUTE OF DESTINATION ARCHITECTS AND DESIGNERS  
DESTINATION ARCHITECTS/DESIGNERS/MANAGERS  
PROFESSIONAL SERVICES AGREEMENT**

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OVERVIEW**

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Professional Agreement  
PSA01/IDAD**

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**IDAD PROFESSIONAL SERVICES AGREEMENT**  
**form-PSA01/IDAD**

This is an agreement, effective as of \_\_\_\_\_, between \_\_\_\_\_, member of the Institute of Destination Architects and Designers (IDAD); and \_\_\_\_\_.

If the Client requires a budget study, our fee for the preparation of this study will be \_\_\_\_\_, in addition to any other fee arrangement stated in this agreement. If requested, the Consultant will review, and if required, revise such estimates from time to time, but in no case should the Consultant's estimates be interpreted as definite costs by the Client. If the Client requires the Consultant to prepare cost estimates, then the Consultant will furnish to, or obtain for, the Client, preliminary estimates of the cost of the project at a set fee.

- **Background [SECTION 01]**

Under the terms set forth below, \_\_\_\_\_ shall be herein referred to as the Client, and \_\_\_\_\_ and his/her office shall be herein referred to as the Consultant. It is acknowledged that the Client desires to retain the Consultant's services and that the Consultant is willing to render services which are Architectural, Design, or Management/Research in nature or context in the field of Destination Design & Coastal Architecture.

- **Project Description [SECTION 02]**

This is in connection with Exhibit A at locations as cited in Exhibit B (as attached). The Consultant will advise the Client as to ascertain the requirements of the project which consist of the following areas: as shown in Exhibit C (as attached).

- **Required Information [SECTION 03]**

The Client will provide the Consultant with duplicate copies of all vendors' invoices, so that the Consultant can maintain records during the development of the project. Documents pertaining to the project and constituent elements will be furnished as required at the Client's expense, and the Consultant will be entitled to rely upon the accuracy and completeness thereof.

- **Funding [SECTION 04]**

**The Client will provide and maintain operational funds for the Consultant, as required to pay invoices charged to the project. If the Client resides in a foreign location, then the Client will provide funds to be held in escrow by a \_\_\_\_\_ bank from which the Consultant is to be paid upon billing, in \_\_\_\_\_ currency.**

- **Access [SECTION 05]**

**The Client will provide and be responsible for access being made available to the Consultant to all areas deemed relevant to the project for study or utilization.**

- **Publicity [SECTION 06]**

**The Consultant will be permitted to make videography, photographs or other reproductions of the work, or any portion thereof, and to publicly display the same through new media; and otherwise may enter the Client's premises for the purpose of making such productions.**

- **Guarantees [SECTION 07]**

**The Consultant does not guarantee any material or article against wearing or latent defect, but to the extent permitted by law, the liability for fees or costs associated with purchases and the project shall be the liability of the Client, not the Consultant.**

**The Consultant's ability to complete professional services is subject to the Consultant's availability and ability to procure the necessary staff services and labor; therefore, such services are contingent on strikes, accidents, or other causes beyond the Consultant's control.**

**The Consultant will not be responsible for the failure of others to meet commitments or for any other reason beyond the Consultant's control. The Client alone will bear the expense of payment of any fees associated with the assertion of any or all guarantees and warranties proposed by the Consultant against suppliers, engineers, artists, manufacturers, and contractors on behalf of the Client and his/her project.**

- **Design, Management and Research Fees [SECTION 08]**

**Professional fee for services as outlined in the agreement shall be**

**\_\_\_\_\_.**  
**A retainer is required, unless stipulated otherwise in this agreement.**

**Status of retainer shall be \_\_\_\_\_.** If required, the retainer is not applied to the reduction of overall charges. Such is required at the commencement of professional services, and is nonrefundable.

**The Consultant shall maintain for your inspection a project and compensation book, which comprises our project record and time expended chart. In addition, he/she shall bill monthly for all fees and expenses.**

**The Client is to pay for revisions and changes. The Client is responsible for the payment of all taxes, where applicable, as well as permits and other official or concurrent expenses in connection with project.**

- **Destination Design Process [SECTION 09]**

**The professional services rendered by the a Destination Architect, Designer, Manager, or Researcher, being numerous, are therefore completed in phases and at the discretion of the Consultant may be altered to his/her satisfaction, but generally will reflect the order in which services shall be rendered.**

**FEASIBILITY RESEARCH - Government, financial, marketing, safety, public support for project, critical success issues, environmental and design parameters research.**

**ANALYSIS - Site Location/evaluation, attraction market appeal, target audience, attendance projections, investment value.**

**PROGRAMMING - Goals and parameters are delineated, forecasting, financial studies, process schedule development and project's master planning.**

**CONCEPTUAL STUDIES - Preliminary concepts for the design, generates the destination image appropriate for the project.**

**ATTRACTION DESIGN - Develops the design to a level of accuracy that describes the project; however, the level of information provided during this phase will vary according to the destination. This phase will focus on preparing drawings and scripts/storylines; this includes theme/attraction design describing the moments, experience architecture and vacationscape elements that support the project's design intent.**

**SCHEMATIC DESIGN - Conceptual design to a level of detail which**

allows the determination of materials, spaces and themes; scenography and experience periods are established.

**DESIGN DEVELOPMENT** - Information generated in previous phases is developed in greater detail; and the design will be fixed at this point to allow efficient procedure through the next phase. All concepts and systems will be tested to confirm that preliminary concepts are functional, affordable and buildable. Scope of project is established, project budget and schedule, cost estimates for all of the components.

**FINAL DESIGN** - Covers all project disciplines, technologies and consultants, etc. This is a very interactive process involving experts, specialists, reviews with client and stakeholders at each step of the process to insure meeting all produceable expectations.

**PRODUCTION DOCUMENTS** - Developing all construction documents which are required to implement the project. Includes manufacturing drawings, specifications, and other detailed information. Negotiation and Constructor/Vender Education must be thoroughly coordinated to allow contractors and consultants to provide accurate input to construct the project(s).

**CONTRACT BIDDING** - Issuing drawings and specifications to qualified industries and contractors to obtain bids for the execution of the project(s). Conduct meetings, manage bidding process, clarify questions, review bids, police discrepancies, develop or assist in contractual relationships.

**SYSTEMS & PROJECT OBSERVATION** - Review of all components and equipment proposed for the project. Entertainment and theme installations are observed in operation under the design requirements set forth in the program. Observe the work being done by contractors; advise owners/clients of the quality and consistency of the construction; and evaluate conflicts that develop and make the same aware of noticed deviations from the design documents. Identify deficiencies in finished project needing correction. Throughout the process, review requests for payment from selected industry/contractor and advise on performance of work being invoiced.

**CONSTRUCTION MANAGEMENT** - If project plans to involve and use a construction manager (CM), designated Designer/CM meetings will be held to educate an outside CM on project goals; if the same is not acting as Designer & Construction Manager; i.e. taking responsibility for controlling the installation/construction process.

**OPERATIONAL PLANNING** - Operation, maintenance, procedures and manuals, help establish a program to keep the facility in peak operating condition. Advise which materials and systems that are under warranty. Oversight on systems, furniture, fixtures and the movement of all inventory required for operations. Track

**interactions and locations to allow for efficient and affordable reconfigurations to control expenditures.**

**DIRECTION - Additional features may be required to increase project's viability, at this point, which will assist in reviewing and reassessing corporate needs.**

- **Change of Design, Specifications or Management [SECTION 10]**

**The Client may not substitute items set forth in the Consultant's project documents and specifications without the Consultant's knowledge. The Client must advise the Consultant of such changes or substitutions, which may only be made with the Consultant's approval.**

- **Ownership of Designs and Management Reports [SECTION 11]**

**Designs, presentations, management reports, and technical reports as instruments of service will remain the property of the Consultant, whether the project for which they were made is executed or not. They are not to be used by the Client on extensions of this project or on other projects, except by agreement with appropriate compensation to the consultant.**

- **Noncompliance with Documents [SECTION 12]**

**Nonconformance with the project documents, by any supplier, engineer, artist, manufacturer, or contractor requires the Client to give prompt written notice thereof to the Consultant. The Client will furnish information required of him/her as expeditiously as necessary for the orderly progress of the work.**

- **Extended Periods for Completion [SECTION 13]**

**In the event that the time needed to expedite this project extends beyond \_\_\_\_\_ from the date of signing this agreement, the Consultant will be entitled to additional compensation based upon the changes in the various cost elements. Any work that the Consultant is requested to perform in areas not specified in this agreement will be authorized by the Client in writing and will be charged to the Client at our regular hourly billing rate, or at a pre-determined fee.**

- **Billable Expenses [SECTION 14]**

**The Consultant will bill monthly for the reimbursement of costs of blueprinting, reproduction, traveling, and subsistence, telephone calls, and other out-of-pocket expenses. The Consultant will be reimbursed for any expense incurred in connection with project. In the event that overtime work by the personnel or independent contractors of the Consultant**

becomes necessary, the Client will authorize and reimburse for such higher than regular rates.

- **Payment for Revisions and Changes [SECTION 15]**

Revisions and changes may be made during the study stage of the project, or as determined necessary by the Consultant. Changes that must be made by the Consultant, resulting from revised concepts, plans, details after the work of the consultant has been completed and accepted, will be billed to the Client at our regular hourly rates, plus any other specific costs incurred. Such changes or revisions will be made only upon receipt of a written authorization from the Client.

- **Payment Dates [SECTION 16]**

All invoices rendered by the Consultant to the Client are due and payable within thirty (30) days of billing date, unless specifically stated otherwise in this agreement. Status of the grace period shall be \_\_\_\_\_.

- **Failure to Pay On Time [SECTION 17]**

Payments that are not made on time may or may not bear interest, at the current rate being charged by local banking institutions, commencing sixty (60) days after the date of billing, at the discretion of the Consultant's benevolence.

- **Suspension of Project [SECTION 18]**

If the project is suspended for more than three (3) months, or abandoned in whole or in part, the Consultant will be paid his compensation for services performed prior to receipt of written notice from the Client, of such abandonment, together with reimbursable expenses then due.

- **Termination of Services [SECTION 19]**

This agreement may be terminated by either party upon written notice should there be substantial nonperformance by a party to this agreement. In event of termination due to the fault of the Client, the Consultant will be paid for all services rendered to date of termination.

- **Arbitration Clause [SECTION 20]**

Any demand for settlement of a controversy or claim will be made within a reasonable time. Issues arising out of or relating to this agreement, or the breach thereof will be settled by arbitration in accordance with the rules of

**Arbitration; and judgment by the arbitrator may be entered in any court having jurisdiction thereof.**

- **Acceptance [SECTION 21]**

**The undersigned have thoroughly read and are fully aware of all conditions set forth by this agreement and accompanying exhibits. The Client agrees to comply and provide all necessary revenue and information as agreed upon with the Consultant.**

**Client's Signature \_\_\_\_\_ Date \_\_\_\_\_**

**The Institute of Destination Architects and Designers  
Member's Signature**

\_\_\_\_\_ **Date \_\_\_\_\_**

**Witnessed by: \_\_\_\_\_ Date \_\_\_\_\_**

- **Acknowledgments [SECTION 22]**

**The Client shall contract directly with all suppliers, engineers, artists, manufacturers, and contractors in connection with the assembly, alteration or construction phases of this project, whether or not the Consultant has obtained the specific services for the Client's review and consideration.**

**Client's Signature \_\_\_\_\_ Date \_\_\_\_\_**

**Witnessed by: \_\_\_\_\_ Date \_\_\_\_\_**