

**Exhibit A**  
**Use Agreement for Construction of Residential Plans**

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**Instructions:** Read and Complete the form below. Fill out the plan name and any special needs such as mirrored, a desired out building and such. Also, complete the Contact section. Read and sign the last page and return this form to Brown Design along with payment via check or money order.

**Plan Description:**

Main House Number \_\_\_\_\_ Outbuilding Number: \_\_\_\_\_

Full Set or Study Set?: \_\_\_\_\_

Special Requests: \_\_\_\_\_

**Contact Information:**

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

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

Email Address: \_\_\_\_\_

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

Location of Home is to be built: \_\_\_\_\_

Builder: \_\_\_\_\_

**Terms of Use:**

1. Brown Design Studio LLC(BDS), assumes no liability for any home or any portion thereof which may be constructed from these plans. It is the responsibility of the purchaser of these plans to read and comply with the following prior to the start of actual construction.

2. These Plans are the property of Brown Design Studio LLC. These Plans are protected by Federal Copyright Laws. Any use of the information contained herein beyond the one-time use authorized by a plan purchase, or any duplication, publication, sale or distribution of any part of these plans without the prior written consent of BDS represents a violation of Federal Laws subject to the prescribed penalties.

3. A purchase of prints grants the purchaser as "Licensee" the right to use such documents to construct a single home. Purchaser acknowledges that all rights of ownership, title, and interest in the copyrights, plans and derivatives remain with BDS. Modified plans are considered

derivatives of the original. Derivatives receive the same copyright protection even if completely redrawn and like the Plans, may not be sold, copied, or used to construct any other residence.

4. Any use of these plans, or modifications thereto, by the purchaser, his or her builder or others is performed at their own risk.
5. Plans should be reviewed by a local professional architect or engineer prior to the start of construction. The information contained within these construction documents is issued to show design intent and basic framing details. It is the builder's responsibility to provide standard construction detailing and practices, which will provide a structurally sound and weatherproof finished product. The builder shall resolve any discrepancies or problems perceived prior to starting construction of such items.
6. Building codes may vary because of the great differences in geography and climate throughout the United States and Canada. Each state, county and municipality has its own building codes, zone requirements, ordinances and building regulations. Plans may need to be modified to comply with local requirements regarding snow loads, energy codes, soil and seismic conditions and a wide range of other matters. It is the Purchaser's responsibility to consult with the proper construction professionals to ascertain if the plans comply with the codes governing the Licensee's building site and, if necessary, to make any changes or verifications required.
7. These plans do not include any structural, plumbing, heating or air conditioning plans due to the wide variety of codes and climatic conditions. A local electrical engineer, mechanical engineer and/or builder should provide such plans as may be required for permits and construction. It is the purchaser's responsibility to have a local architect or licensed engineer provide structural design and framing/foundation plans. BDS assumes no responsibility for any engineering services nor coordination of those services with the Plans.
8. These plans provide ideas and concepts and are not intended to be complete in all respects and details. Use of a potential variety of window or door brands and types, and use of different materials and thicknesses may change details. Additionally, varying codes and regulations, foundation requirements and the omission of electrical and mechanical plans may also change details.
9. It is the builder's responsibility to assure that all work is in strict 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 strict accordance with the latest edition of all applicable Construction Standards.
10. It is the builder's responsibility 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, unless specified herein to the contrary.

11. It is the builder's responsibility to assure that all materials, equipment and components are new and of good quality.

12. It is the builder's responsibility to check all plan dimensions and details for overall accuracy appropriate to the site and final selection of masonry, floor joists, lumber, structural members, veneer, roofing, etc., all of which may create revised dimensions and details.

13. Names of materials and manufacturers shown on these Plans do not represent any endorsement or recommendation by BDS. The final selection of the materials to be used is the responsibility of the home owner and/or builder, as is the proper installation of materials, nailing, gluing, caulking, insulating, flashing, roofing, weatherproofing and many other small items and details not necessarily indicated on the Plans. BDS has no control over or responsibility for the selection, installation, or use of such items or details and shall not be liable for any errors, omissions, or deficiencies in any form pertaining thereto.

14. BDS reserves the right to make changes to its models from time to time. Therefore, does not warrant that the Plans will match any marketing images, website or catalog that the purchaser may have reviewed and/or consulted in ordering the Plans.

**15. DISCLAIMER OF WARRANTIES. To the maximum extent permitted by law, BDS disclaims all warranties, express or implied, including the implied Warranty of Merchantability and implied Warranty of Fitness for a Particular Purpose.**

16. LIMITATION OF LIABILITY. BDS shall not be liable for any special, consequential, incidental, or indirect damages arising from use of the Plans, including but not limited to damages for loss of anticipated profits or loss of business opportunity. To the extent permitted by law, any liability of the Licensor shall be limited to the retail price of the plans.

17. This agreement shall be construed in accordance with South Carolina law.

18. Any legal action concerning or arising out of this agreement shall be brought only in a South Carolina State Court located in Beaufort or Charleston Counties or a Federal Court in South Carolina, and the Licensor and Licensee consent to the exclusive jurisdiction of said Courts with respect to any such action.

**General Notes:**

1. Do not scale drawings. Use only dimensions shown on drawings. If dimensions are in question, the builder shall obtain clarification from BDS before continuing with construction. The builder shall verify all dimensions and conditions at job site.
2. Larger scale drawings supersede smaller scale drawings.

3. Coordinate location of utility meters on the site plan to keep them from public view and to minimize visual impact from any area of the site. Hold meters as low as possible to allow more effective screening.
4. Use materials appropriate to the application for maximum life and optimum appearance.

Execution:

I have read the above information and agree to all terms and conditions:

Licensee: \_\_\_\_\_

Date: \_\_\_\_\_