

CONCEPTUAL PROPERTY PLANNING & DESIGN CONSULTING AGREEMENT

Project-specific agreement for the Britta Strain property

Consultant	Sharin Hall, an individual operating under the working brand “Luxe Property Planning & Design”
Client	Britta Strain
Property	Approximately 88 acres near Poolville, Texas; exact legal/address description to be added
Effective date	_____
Project fee	\$5,000 fixed fee, plus approved additional services and reimbursable expenses

IMPORTANT: *This is a practical working agreement template and should be reviewed by a Texas attorney before it becomes the Consultant’s standard form.*

1. Purpose and Relationship

Client retains Consultant to develop a conceptual master plan and practical recommendations for the Property. Consultant serves as a property-planning consultant and owner’s vision advocate. These services are independent of any real-estate brokerage representation. Nothing in this Agreement creates an architect-client, engineer-client, surveyor-client, general-contractor or fiduciary relationship.

2. Included Services

The fixed-fee engagement includes the following services:

1. One initial consultation and one on-site property walk.
2. Review of information supplied by Client, including available surveys, maps, restrictions, photographs, bids and inspiration materials.
3. Discovery of Client’s operational, equestrian, livestock, lifestyle, budget, phasing and future-growth goals.
4. Conceptual recommendations for the general placement and relationship of major improvements, which may include the covered arena, barn, sheds, shop, pastures, gates, fencing, water, access routes, parking and future facilities.
5. A written summary of planning priorities, functional observations and recommended project phases.
6. One conceptual master-layout drawing or annotated site concept based on information supplied by Client.
7. Up to two consolidated rounds of reasonable revisions requested within ten calendar days after each delivery.

8. One final presentation meeting, which may include Client's engineer or other retained professionals.

3. Deliverables and Schedule

Consultant will provide the written recommendations and conceptual layout in PDF or comparable electronic format. The target schedule will be established after Consultant receives the signed Agreement, initial payment and reasonably complete property information. Dates may be adjusted for Client delays, missing information, weather, site access, material changes or circumstances outside Consultant's control.

4. Services Not Included

The following are specifically excluded unless added by a written amendment and performed by appropriately licensed professionals:

9. Boundary, topographic, construction or engineering surveying; title, easement or legal review.
10. Architecture, landscape architecture, civil/structural/electrical/mechanical engineering, drainage calculations, soil testing, environmental analysis or septic design.
11. Stamped drawings, permit-ready documents, construction documents, code compliance determinations or governmental approvals.
12. Guaranteed budgets, bids, schedules, contractor performance, property value, financing, permits or construction outcomes.
13. Construction means and methods, site safety, contractor supervision or responsibility for the acts or omissions of contractors or other professionals.
14. Purchasing, staging, interior sourcing, procurement, installation, ongoing project management or additional site visits.

Client is responsible for retaining and paying all licensed professionals, contractors and vendors required to evaluate, design, permit and construct the project. All concepts must be verified in the field and converted into appropriate professional documents before construction.

5. Compensation and Payment

Initial payment	\$2,500 due upon signing. Work and scheduling begin after payment is received.
Final payment	\$2,500 due before release of the final revised conceptual plan.
Additional services	\$175 per hour, only when requested or approved by Client in writing.
Expenses	Travel outside the local service area, printing, shipping and third-party costs require advance approval and are billed separately.
Past-due amounts	Consultant may pause work and withhold deliverables until the account is current.

6. Changes in Scope

Material changes—including additional buildings, major redesign after approval, more than two revision rounds, repeated contractor meetings, procurement or construction oversight—require a written change authorization describing the additional fee and schedule. Text message or email approval is sufficient for an hourly add-on when the scope and estimated time are clearly stated.

7. Client Responsibilities

Client will provide timely, accurate information; disclose known restrictions, hazards and planned uses; provide safe property access; identify the decision-maker; consolidate feedback; and obtain all required professional evaluations and approvals. Consultant may rely on information supplied by Client and third parties without independently verifying it.

8. Conceptual Nature; No Third-Party Reliance

All drawings, sketches, annotations and recommendations are conceptual and are not to scale unless expressly stated. They are not construction instructions. Contractors, lenders, buyers, permitting authorities and other third parties may not rely on them as engineered, surveyed, architectural or permit-ready documents.

9. Ownership and Permitted Use

Consultant retains ownership of methods, templates, presentation formats and pre-existing materials. After full payment, Client receives a nonexclusive license to use the project-specific deliverables solely for planning and developing this Property. Client may share them with retained professionals for that purpose, subject to the conceptual-use limitation above. Reuse on another property requires Consultant's written permission.

10. Photographs, Privacy and Portfolio Use

Consultant will not publicly identify the Property or disclose private plans without Client's permission. Client's selection below controls portfolio use:

Client initials one	☐ YES — Consultant may use approved before/after photographs and a general project description.
	☐ NO — No public portfolio or social-media use without separate written permission.

11. Independent Contractor; No Real-Estate Brokerage Service

Consultant is an independent contractor. The consulting fee is separate from any real-estate commission or brokerage agreement. Client is not required to purchase real-estate services, and this Agreement does not list the Property for sale, create agency or obligate either party to a future real-estate transaction.

12. Termination

Either party may terminate this Agreement by written notice. Client will pay for services performed and approved expenses incurred through termination. Consultant will provide completed work corresponding to amounts paid.

Any unearned portion of an advance will be returned after the final accounting; earned fees and incurred expenses are not refundable.

13. Standard of Care; Limitation

Consultant will perform the services with reasonable care consistent with a property-planning consultant's role. Consultant does not guarantee a particular result. To the fullest extent permitted by law, Consultant's aggregate liability arising from this engagement will not exceed the fees actually paid under this Agreement. Neither party will be liable to the other for special, incidental, indirect or consequential damages. This section does not limit liability that cannot legally be limited.

14. Disputes and Governing Law

The parties will first attempt in good faith to resolve a dispute through direct discussion. If unresolved, they agree to attempt nonbinding mediation in Texas before filing suit, except for emergency injunctive relief or collection of an undisputed amount. Texas law governs this Agreement. Venue will lie in the Texas county where Consultant's principal office is located, unless the parties agree otherwise in writing.

15. Entire Agreement; Electronic Signatures

This Agreement and signed written amendments contain the entire agreement for this engagement and replace prior discussions about its scope. If a provision is unenforceable, the remainder remains effective. Counterparts and electronic signatures are permitted. A change to the Consultant's working brand or later formation of a consulting entity does not alter the agreed scope or fee; any formal assignment will be documented in writing.

Acceptance

By signing below, the parties acknowledge that they have read and agree to this Agreement and that Client understands the conceptual nature of the services.

CLIENT — Britta Strain	CONSULTANT — Sharin Hall
Signature: _____	Signature: _____
Date: _____	Date: _____
Email/phone: _____	Email/phone: _____