

# Village Home Plans, LLC

## Usage Agreement

Village Homes Plans, LLC (VHP) agrees to allow \_\_\_\_\_ (client) to use the existing plan named \_\_\_\_\_ (the “plan”) for construction on Lot # \_\_\_\_\_ in \_\_\_\_\_ development in \_\_\_\_\_ (city), \_\_\_\_\_ (state). Client agrees to pay VHP a usage fee of \$ \_\_\_\_\_ for construction documents.

**The usage agreement entitles the purchaser to build from the plan only once, and only on the lot specified with this agreement unless a multiple use fee is paid. If the purchaser wishes to construct the plan at a different location other than the location specified therein, then he/she must inform VHP.**

VHP retains ownership of and all copyrights to the plan (and all the derivative work 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 VPH’s rights.

It is the purchaser’s responsibility to engage a qualified contractor or ensure that the plan meets all local building codes and standard building practices as well as zoning requirements. The purchaser 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 purchaser and/or contractor are not qualified to make necessary structural changes to the plan, then the purchaser shall ensure that a licensed structural engineer is engaged to review all structural elements and make changes as necessary.

**VHP 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, VHP**

**cannot assume liability for structural matters or compliance with local building codes and standard building practices as well as zoning requirements. VPH specifically renounces all warranties, expressed or implied, including, but not limited to the implied warranties or merchantability and fitness or deficiencies of any third parties. This usage agreement shall be construed under the laws of the state of Tennessee.**

By signing below, the purchaser acknowledges that he/she has read, and agreed to be bound by, all provisions of this usage agreement.

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purchaser signature

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date