



## DISCOVERY AGREEMENT

Thanks for your interest in an Oasis Home. The development of your project begins with a **Discovery Phase**, exploring the implementation of the Oasis Home within the premises of your property. During the discovery phase we will work together with you to define the Home size, proposed use, location on the property, floor plan layout, and visual look of the completed design.

The Discovery is organized into two phases:

### **Phase 1: Site evaluation and Oasis Home options**

- Our team will research local and state codes to determine the allowable size and location of the Oasis Home.
- Evaluate the Oasis Home location based on your needs and specific property characteristics.
- Provide design recommendations regarding unit orientation, layout and site improvement(s).
- You will choose your preferred design option.

### **Phase 2: Oasis Home Design development**

- Refine the selected design option determined during the Phase 1 meeting.
- Provide design visuals such as, renderings, 3d visualization videos, and/or additional design details.
- Provide a projected cost estimate and construction schedule.

The Discovery fee as listed below is due upon the signing of this agreement.

- ADU on flat lot - \$ 2500
- ADU on slope/hillside - \$ 3500
- Custom home on flat lot - \$ 5000
- Custom home on slope/hillside - \$7500

The **non-refundable discovery fee** is credited towards the subsequent Documentation and Permitting phase. The Documentation and Permitting phase will be on a separate contract that will commence upon the completion of the Discovery Phase and the signing of said Documentation Agreement.)

# Conditions of Agreement

This Discovery Agreement (“Agreement”) is between ("Client") and Oasys Building Technology, Inc. (“Oasys”), located at 1246 W. 2nd Street, Los Angeles, CA 90026, for services in relation to the design of an Oasys Home to be located at Client’s Property Address.

## **A. Planning Service - Discovery Phase**

### *A.1 Contact Information*

Before the commencement of Standard Services, Client and Oasys will each provide the names and contact information of their key Project team members, including the primary contact person and the person authorized to make decisions.

### *A.2 Milestones*

The following milestones are projected: a) Commencement of Standard Services listed below: in accordance the schedule (the “Commencement Date”); and b) Completion of Services: Estimated at three weeks from Commencement Date.

### *A.3 Term*

This Agreement shall take effect following the full execution hereof by the parties and the initial payment by Client of the Contract Price, and shall naturally terminate as of the date on which the discovery phase is completed.

## **B. Oasys Standard Services**

The following services are provided by Oasys during the Discovery Phase:

- Gathering of property information
- Verification of city zoning and planning compliance
- Proposal of Oasys Home options for the property
- For the selected option , preliminary schematic design consisting of site plan, floor plans, material specifications, 3D model, 3d visualization videos ,and/or additional design details
- Projected construction schedule and cost estimation

Throughout the Project, Oasys will maintain project meetings with the Client (which may be by video conference or other suitable means) to review the Project design. This Discovery Phase Agreement covers pre-design services only and does not include detailed design documentation, permitting, or construction services.

## **C. Additional Services**

Oasys can provide services beyond the Services described in Section B above ("Additional Services") if requested by Client and confirmed by Oasys. Additional Services can include, but are not limited to: physical models, additional specific renderings; Client requested revisions or modifications outside the initial scope, such as more detailed documentation of more than one of the alternative options.

## **D. Compensation**

Compensation to Oasys for Standard Services, Additional Services, and Reimbursable Expenses shall be as described below.

### *D.1 Standard Services*

Compensation for Basic Services shall be the sum mentioned above.

### *D.2 Additional Services*

Compensation for Additional Services, only when requested by Client, shall be based on Oasys' Standard Hourly Billing Rates: \$275/hr Principal; \$125/hr Designer.

### *D.3 Consultants*

Additional Consultant fees for any work requested by Client shall be based on amounts invoiced to Oasys and associated costs.

## **E. Ownership of Design**

All documents prepared by Oasys, including but without limitation, the plans, 3D models, renders, are instruments of service (collectively, "Instruments of Service") for use exclusively with respect to the Project. Oasys is and shall be deemed for all purposes the author and owner of the Instruments of Service and shall retain all common law, statutory, and other reserved rights, including copyrights with respect thereto. In case the Client purchases the ADU from Oasys and enters into the Implementation Stage agreements described below, Oasys will grant Client a non-exclusive license to use the Instruments of Service for the sole purpose of construction of the Project.

## **F. Additional Phases of Development**

If Client elects to implement the Oasys Home from Oasys at the completion of Discovery, Oasys and Client will enter into a separate agreement for the Documentation and Permitting phase. If Client elects not to proceed at the end of the Discovery Phase, the term of this Contract shall terminate per item A.3 above.

## **G. Limitation of Damages**

In no event shall Oasys be liable for any loss of or damage to revenues, profits or goodwill or for other special, incidental, indirect and consequential damages of any kind, resulting from its performance or failure to perform pursuant to the terms of this agreement. Notwithstanding anything herein to the contrary, the maximum aggregate amount of money damages for which Oasys may be liable to pay under this agreement, resulting from any cause whatsoever, shall be limited to the amounts actually paid to Oasys under this agreement.