

Dillon K. Romero, AIA

LETTER AGREEMENT

This Agreement incorporates the terms, conditions, understandings, scope of work, etcetera set forth in the above letter in accordance with generally accepted architectural services principles and practices; our only warranty. We expect payment within 30 days. Otherwise, interest will be added at 1.5 percent per month. The client will also pay any charges incurred during collection, including reasonable attorney's fees.

All reports, drawings, specifications, computer files, field data, notes and other document and instruments prepared by the Architect, as instruments of service shall remain the property of the Architect. The Architect shall retain all common law, statutory and other reserved rights, including the copyright thereto.

The standard of care for all professional architectural and related services performed or furnished by the Architect under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. The Architect makes no warranties, express or implied, under this Agreement or otherwise, in connection with Architect's services.

In recognition of the relative risks and benefits of the Project to both the Client and the Architect, the risks have been allocated such that the Client agrees, to the fullest extent permitted by law, to limit the liability of the Architect and Architect's officers, directors, partners, employees, shareholders, owners and sub consultants for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, including attorneys' fees and costs and expert-witness fees and costs, so that the total aggregate liability of the Architect and Architects officers, directors, partners, employees, shareholders, owners and sub consultants shall not exceed \$5,000.00, or the Architect's total fee for services rendered on this Project, whichever is greater. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.

DWL Project No. 20 2435 North Coors Self Storage