

CONTRACT
for the development of a residential apartment design project

City of Batumi «» 2024
Name _____, passport № _____, issued by _____, hereinafter referred to as the "Client," on the one hand, and Name _____, passport № _____, issued by _____, acting on their own behalf, hereinafter referred to as the "Contractor," on the other hand, collectively referred to as the "Parties," have entered into this "Contract" as follows:

1. SUBJECT OF THE CONTRACT

1.1. The Client commissions and undertakes to pay for the results of the completed works, and the Contractor assumes the obligation, in accordance with the approved technical assignment, to develop a design project for a residential apartment located at: Georgia, City of Batumi, Street ____, Building ____, Apartment ____.

1.2. The types of work, scope, and content of the project documentation, cost of work, and work schedule, which constitute the subject of this Contract, are defined by the following: the technical assignment for the development of the **design project** (Appendix №1 to this Contract), the composition of the **residential apartment design project** (Appendix №2 to this Contract), the cost of services for the development of the **residential apartment design project** (Appendix №3 to this Contract), and the work schedule (Appendix №4 to this Contract).

1.3. Works not included in Appendices №1, №2, №3, and №4 shall, if necessary, be performed based on additional agreements to this Contract.

2. NATURE OF THE WORK PERFORMED BY THE CONTRACTOR

2.1. The project documentation developed by the Contractor under this Contract includes the **design project for a residential apartment**.

2.2. The Contractor performs the work in stages in accordance with Appendix №4 to this Contract.

3. CONDITIONS FOR THE PERFORMANCE OF WORK

3.1. The Client shall provide the Contractor with the Technical Assignment (Appendix №1), as well as other documentation stipulated by this Contract and necessary for fulfilling the obligations assumed by the Contractor under this Contract.

3.2. Meetings between the Contractor and the Client to discuss the progress (or adjustments) of the work performed under this Contract shall take place during daytime hours (from 10:00 AM to 6:00

Client

_____/_____/_____

Contractor

_____/_____/_____

PM, timezone: Tbilisi (UTC +4)). If meetings need to be held at other times, the Parties shall mutually agree upon them.

3.3. The number of iterations for revisions to the design project is limited to three. If the number of revisions exceeds this limit, the Parties shall sign an additional agreement to this Contract.

4. COST OF SERVICES

4.1. The cost of the Contractor's services for developing the **design project** is set at 25 USD per square meter, totaling ____ USD (US Dollars) as specified in Appendix №3, and constitutes the price of this Contract.

4.2. The Contractor's services for supervision of renovation works and material selection are not included in the cost of this Contract.

4.3. If the scope and/or volume of work specified in the Technical Assignment (Appendix №1) is changed, such changes must be reflected in an additional agreement to this Contract. The list of appendices to the additional agreement shall be determined by the Parties based on the changes in the scope and/or volume of work.

5. PAYMENT BREAKDOWN

5.1. Payment for the work shall be made in stages.

5.2. The Client shall pay the Contractor an advance of 30% of the total project cost, amounting to ____ USD (or the equivalent in GEL/RUB at the exchange rate on the payment date) within one day following the date of signing the Contract.

5.3. The remaining cost of the work, as specified in Clause 5 of the Contract, minus the payments stipulated in Clause 6.2 of the Contract, shall be paid by the Client in stages as follows:

- After the approval of the layout plan – ____ USD;
- After the approval of the interior design – ____ USD;
- After the approval of the working drawings – ____ USD;
- After the delivery of the project to the Client in printed and electronic formats – ____ USD.

5.4. Payments specified in Clauses 6.2 and 6.3 of the Contract shall be made either in cash or via bank transfer to the Contractor's account, as specified in Clause 15 of the Contract.

5.5. The results of the work shall be handed over to the Client only after full payment for all completed stages of work in accordance with the terms of this Contract.

Client

_____/_____/_____

Contractor

_____/_____/_____

6. DURATION OF WORKS

6.1. The Contractor undertakes to complete the work within the timeframes specified in Appendix 4 to this Contract.

6.2. Working days during which the project documentation is under review by the Client are not included in the timeframe for work execution specified in Clause 7.1 of this Contract.

6.3. Upon the transfer of the work results to the Client and the signing of the acceptance certificate, this Contract shall be considered fully executed.

7. PROCEDURE FOR THE HANDOVER AND ACCEPTANCE OF WORKS

7.1. The handover of the developed project documentation shall be carried out in stages, in the scope and within the timeframes specified in Appendices №1, №2, №3, and №4 to this Contract.

7.2. To transfer the completed project documentation, the Contractor must notify the Client of the completion of the work (or stage) one day before the completion date. The Contractor shall notify the Client in writing, by phone, or via email.

7.3. The Client must accept the project documentation developed by the Contractor no later than 3 calendar days after receiving the notification of completion or provide a reasoned refusal to accept it.

7.4. Within the timeframes established in Section 2 of this Contract, the Contractor shall hand over to the Client an acceptance certificate for the completed work (or stage), along with a copy of the project documentation.

7.5. The Client shall, within 3 calendar days after receiving the residential apartment design project from the Contractor, as provided for in this Contract, review the results and either sign the acceptance certificate for the work or provide a reasoned refusal to accept it.

7.6. Upon the expiration of 3 calendar days specified in Clause 8.5 of this Contract for the acceptance of completed work, in the absence of a signed acceptance certificate and a reasoned refusal to accept the work, the work shall be deemed accepted by the Client and subject to payment based on a unilaterally executed certificate.

7.7. Changes and additions to the project documentation, unless they are the result of correcting errors or deficiencies by the Contractor, shall be carried out by the Contractor for an additional fee under an additional agreement to this Contract.

8. RIGHTS AND OBLIGATIONS OF THE CONTRACTOR

Client

_____ / _____ /

Contractor

_____ / _____ /

8.1. The Contractor is obligated to:

8.1.1. Perform the work stipulated by this Contract within the scope and timeframes specified in Clause 7 of this Contract and deliver the results to the Client.

8.1.2. Complete and deliver to the Client the **residential apartment design project** within the timeframe established by the Contract, developed in accordance with Appendices №1, №2, №3, and №4 to this Contract.

8.1.3. Rectify deficiencies in the work at their own expense if they arise due to the Contractor's fault and are documented in a bilateral act or indicated in a reasoned written claim from the Client regarding the quality, completeness of the documentation developed by the Contractor, or its non-compliance with the terms of this Contract. A bilateral act shall be drawn up by the Parties at the time of the transfer of the results of the work.

8.1.4. Inform the Client, upon request, about the status of the work under this Contract.

8.1.5. Not make changes to the project documentation that affect the cost and timeframes of the work without prior written agreement with the Client.

8.2. The Contractor has the right to:

8.2.1. Engage third parties to perform their obligations under this Contract.

8.2.2. Complete the work ahead of schedule with the consent of the Client, provided it is performed qualitatively and in full.

8.2.3. Take photos and videos of the completed residential apartment project without disclosing the Client's details, subject to the prior permission of the Client.

8.2.4. Publish the completed residential apartment project in specialized printed publications without disclosing the address of the property, subject to the prior permission of the Client.

9. RIGHTS AND OBLIGATIONS OF THE CLIENT

9.1. The Client is obligated to:

9.1.1. Provide the Contractor, prior to the commencement of work, with the necessary technical documentation, including the apartment plan (floor plans and communication plans, if necessary).

9.1.2. Assist the Contractor in performing the work in the scope and under the conditions stipulated by this Contract.

Client

_____/_____/_____

Contractor

_____/_____/_____

9.1.3. Timely pay for all stages of work within the timeframes and under the conditions stipulated by this Contract.

9.1.4. Promptly accept and approve the work completed by the Contractor according to the acceptance certificate. The review, correction, and approval of the work provided by the Contractor shall take no more than 3 (three) working days from the date of receipt of the documentation.

9.1.5. Make decisions during discussions regarding the execution (or adjustment) of the conceptual project within 3 (three) days after receiving proposals from the Contractor. If the Client does not make decisions within the established timeframe, the timeframe for the execution of work under this Contract shall automatically be extended by the duration of the Client's delay in decision-making.

9.1.6. Notify the Contractor in writing (via email) of any anticipated prolonged absence (exceeding 7 days) and appoint a representative (with signing authority) to represent the Client's interests under this Contract during their absence.

9.2. The Client has the right to:

9.2.1. Exercise preliminary, ongoing, and subsequent control over the quality of the work performed by the Contractor under this Contract and ensure it meets their requirements.

9.2.2. Appoint an authorized representative, based on a power of attorney, to represent their interests under this Contract.

10. LIABILITY OF THE PARTIES

10.1. In the event of a delay in the execution of work caused by the fault of the Client, resulting in forced downtime or similar circumstances, the Contractor's timeframe for the execution of work shall be extended by the duration of the delay.

10.2. Compensation for damages due to improper fulfillment of obligations under this Contract does not exempt the Parties from fulfilling their obligations.

10.3. In all other matters not specified in this Contract, the Parties shall be guided by the applicable legislation.

10.4. Any disputes arising during the performance of work under this Contract shall be resolved through negotiations between the Parties.

10.5. If the Parties fail to resolve disagreements through negotiations, the disputes shall be referred to the judicial authorities at the location of the defendant.

Client

Contractor

_____ / _____ /

_____ / _____ /

11. CONTRACT DURATION & TERMINATION, AMENDMENT OF THE CONTRACT

11.1. The term of this Contract shall commence from the date of its signing and remain in effect until the Parties have fully fulfilled their obligations under the Contract.

11.2. A Party that becomes unable to fulfill its obligations under this Contract must immediately notify the other Party in writing about the circumstances preventing the fulfillment of such obligations.

11.3. Termination of the Contract is permissible in the event of repeated gross violations of the terms of this Contract by either Party. Instances of violations must be duly documented in the form of claims.

11.4. If the Client avoids accepting the completed work (including being unavailable without notice) within 5 (five) calendar days from the date of written notification by the Contractor regarding the readiness of the Contract's subject matter, sent by registered mail to the Client's address specified in the Contract, the Contractor's obligations under the Contract shall be considered fully performed with proper quality.

12. FORCE MAJEURE

12.1. The Parties shall not be held liable for failure to perform or improper performance of their obligations under this Contract if such failure was caused by circumstances of force majeure, such as military actions, the declaration of a state of emergency, natural disasters of significant destructive force, and similar events.

12.2. The occurrence of force majeure circumstances shall result in an extension of the timeframes for the Parties to fulfill their obligations under the Contract for a period equal to the duration of the force majeure circumstances unless otherwise agreed by the Parties.

12.3. Exemption from liability for one of the Parties due to the occurrence of force majeure circumstances does not exempt them from responsibility for non-performance or improper performance of other obligations that arose prior to the onset of such circumstances.

12.4. If force majeure circumstances persist for more than 14 (fourteen) days, either Party shall have the right to unilaterally terminate this Contract.

13. OTHER CONDITIONS

13.1. This Contract is drawn up and signed in two copies of equal legal force, one in English and one in Georgian, with each Party retaining one copy.

Client

_____ / _____ /

Contractor

_____ / _____ /

13.2. All amendments and additions to this Contract shall be made in writing by mutual agreement of the Parties and shall constitute integral parts of this Contract.

13.3. Disputes regarding this Contract shall be resolved through direct negotiations between the Parties.

13.4. Matters not regulated by this Contract shall be governed by the provisions of the applicable legislation of Georgia.

13.5. This Contract supersedes any prior oral or written obligations between the Parties regarding the subject of this Contract.

13.6. The Contractor has the right to reproduce the completed project of the individual residential property in the form of photo and video recordings while maintaining confidentiality regarding the Client's information and the exact location of the property and to use such recordings at their discretion.

13.7. The developed **design project** is protected by copyright. All rights to the developed **design project for the residential apartment** belong to the Contractor.

13.8. The development of special working/engineering documentation for the execution of work in accordance with the developed **design project for the residential apartment**, as well as obtaining all necessary approvals and permits from the relevant state and municipal authorities required for the work, shall be carried out separately at the expense of the Client.

13.9. The following Appendices are attached to and form an integral part of this Contract:

- Appendix №1 – Technical Assignment for the Development of the **Residential Apartment Design Project**
- Appendix №2 – Composition of the **Residential Apartment Design Project**
- Appendix №3 – Cost of Services for the Development of the **Residential Apartment Design Project**
- Appendix №4 – Work Schedule.

Client

_____ / _____ /

Contractor

_____ / _____ /

14. ADDRESSES AND DETAILS OF THE PARTIES

Client	Contractor
Place of Residence: Georgia, City of Batumi	Place of Residence: Georgia, City of Batumi
Passport Number:	Passport Number: 66 6620155
Issued By:	Issued By: Ministry of Internal Affairs 0854
Phone:	Phone: +995591059298
Email Address:	Email Address: Vetrova.dari@gmail.com

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Client	Contractor

Appendix 1

to the Contract dated «» 2024

Technical Assignment for the Development of the Residential Apartment Design Project in Batumi Based on the Client's Submitted Brief

1. Develop a complete design project for the residential property in Batumi based on the Client's completed brief.

Stages of Developing the Design Project for Furnishing and Decorating the Residential Apartment:

1. Measurement of the premises.
2. Development of the layout plan and furniture arrangement.
3. Creation of the concept and design solutions.
4. Preparation of working drawings for construction and installation works, as well as lists of materials, equipment, and appliances, and preparation of the estimate.

Project Documentation

An album of drawings and 2D images. The album includes:

- Measurement plan of the property
- Installation plan
- Post-installation plan
- Layout solution
- Furniture arrangement plan
- Engineering network plan
- Electrical plan, including switches and outlets
- Flooring plan
- Ceiling plan
- Concept for each room (collages in Procreate/Photoshop)
- Room elevations (as necessary)
- List of materials, equipment, and appliances

The album is provided in both electronic and printed formats.

Client

_____/_____/_____

Contractor

_____/_____/_____

***** This technical assignment serves as the basis for the design process. The architect will begin work only after the Client approves this assignment.*****

Appendix 2

to the Contract dated «» 2024

Composition of the Design Project:

First Stage:

Measurement of the premises, development of the layout solution.

Second Stage:

Development of interior design solutions, furniture selection (collages in Procreate).

Third Stage:

Development of a set of working drawings, including:

- Measurement plan of the property
- Erection scheme
- Post-erection plan
- Layout solution
- Furniture layout plan
- Utility networks' plan
- Electrical network plan, including switches and outlets
- Flooring plan
- Ceiling plan
- Concept for each room (collages in Procreate)
- Detailed development drawings (if necessary)
- List of materials, equipment, and appliances

*The composition of the project's set of drawings may be adjusted as necessary (additional drawings and explanatory diagrams may be included).

** The design project album is provided in both electronic and printed formats.

Additionally: _____

Client

_____/_____/_____

Contractor

_____/_____/_____

Appendix 3

to the Contract dated «» 2024

Cost of Services:

Name of service	Description/Composition	Area of the Property (m²)	Project Cost (in USD)
Design Project	See Appendix 2	Living Area – ____ m²	US Dollars

* The area is approximate and will be clarified during the design process.

Client

_____/_____/_____

Contractor

_____/_____/_____

Appendix 4

to the Contract dated «» 2024

Work Schedule:

Stage	Deadlines for completing the stage	Notes
1	10 days ()	Project Composition See Appendix 2
2	20 days ()	
3	20 days ()	

Note: The deadlines for each stage may be modified by mutual agreement of the Parties.

Working days during which the documentation is under review by the Client are not included in the timeframe for work schedule specified in this Appendix.

Days of payment delays are not included in the work schedule timeframe.

Client

_____/_____/_____

Contractor

_____/_____/_____

Client

_____/_____/_____

Contractor

_____/_____/_____