MASTER AGREEMENT FOR ARCHITECTURAL SERVICES
Based on AIA B121–2018 Standard Form
Between Town of Black Mountain, North Carolina and Domokur & Associates, Inc.
This Master Agreement ("Agreement") is entered into as of **January 14, 2026** between:

Owner:
Town of Black Mountain, North Carolina
160 Midland Ave.
Black Mountain, NC 28711

Architect:
Domokur & Associates, PLLC
43 S Broad St.
Suite 201
Brevard, NC 28712

ARTICLE 1 – GENERAL PROVISIONS
1.1 This Agreement sets forth the terms and conditions under which the Architect will provide professional services for the Owner.
1.2 The specific scope of services and compensation for each project shall be defined in a **Service Order** (based on AIA B221–2018 or an equivalent Task Order) executed under this Agreement.

ARTICLE 2 – INITIAL INFORMATION
The following initial information applies generally to services performed under this Agreement:

- **Owner's Representative:**
- **Architect's Representative:** Michael Domokur
- **Anticipated Services:** Architectural, planning, and related professional services.
- **Use of Service Orders:** Each project shall be defined in a Service Order describing the scope, schedule, and compensation.

ARTICLE 3 – ARCHITECT'S RESPONSIBILITIES
3.1 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing under similar circumstances in North Carolina.
3.2 The Architect shall coordinate its services with those of the Owner and other consultants engaged by the Owner.
3.3 The Architect shall maintain proper licensure in the State of North Carolina.

ARTICLE 4 – OWNER'S RESPONSIBILITIES
4.1 The Owner shall provide information regarding program requirements, budget, and project goals in a timely manner.
4.2 The Owner shall designate a representative authorized to act on its behalf with respect to each Service Order.

ARTICLE 5 – COMPENSATION
5.1 The Owner shall compensate the Architect as provided in each Service Order. Compensation may be based on a stipulated sum, percentage of construction cost, hourly rates, or another agreed method.
5.2 Reimbursable expenses shall be defined in each Service Order.
5.3 Invoices shall be submitted monthly and paid in accordance with North Carolina General Statutes.

ARTICLE 6 – INSURANCE & INDEMNITY
6.1 The Architect shall maintain insurance as follows:

- Commercial General Liability: $1,000,000 per occurrence
- Automobile Liability: $1,000,000 combined single limit
- Workers' Compensation: statutory limits
- Professional Liability (E&O): $2,000,000 per claim
- Architect shall cause Owner to be listed as an additional insured on any applicable general liability insurance policy carried by Architect.

6.2 The Architect shall indemnify and hold harmless the Owner for damages arising out of negligent performance of services, to the extent permitted by law.

ARTICLE 7 – COPYRIGHTS & DOCUMENTS
7.1 Instruments of Service prepared by the Architect are the property of the Architect; however, the Owner shall be granted a **non-exclusive license** to use them for the purposes of constructing, maintaining, and using the Project.
7.2 The Owner may not use the Architect's Instruments of Service on other projects without written consent.

ARTICLE 8 – DISPUTE RESOLUTION
8.1 The Parties shall endeavor to resolve disputes through direct discussion, then mediation, prior to litigation.
8.2 Mediation shall be conducted in Buncombe County, North Carolina.
8.3 Litigation, if necessary, shall be filed in the state courts of North Carolina.

ARTICLE 9 – TERMINATION
9.1 This Agreement may be terminated by either Party upon **not less than thirty (30) days' written notice** to the address set forth herein above for each Party.
9.2 The Owner may terminate immediately for cause, including loss of licensure or material breach.
9.3 Upon termination, the Architect shall be compensated for services performed to the effective termination date.

ARTICLE 10 – MISCELLANEOUS PROVISIONS

- **Governing Law:** North Carolina
- **Entire Agreement:** This Agreement and Service Orders constitute the entire agreement.
- **Amendments:** Must be in writing, signed by both Parties.
- **Notices:** Sent to the addresses listed above.

SIGNATURES

TOWN OF BLACK MOUNTAIN, NC

By: _____
Name: _____
Title: _____
Date: _____

DOMOKUR & ASSOCIATES, PLLC

By: _____
Name: _____Lindsey DeCastro_____
Title: ____Managing Member_____
Date: _____1/20/2025_____