

PROFESSIONAL SERVICES AGREEMENT

between Visarton LLC and _____

To: _____

From: _____

Project: _____

Date: _____

1. OVERVIEW

- A. _____, the CLIENT, requests that Visarton LLC, the 3D visualization professional, create a 3D visualization of their proposed project, _____. This document is an agreement which outlines the scope of services and fees for performing the work defined herein.
- B. This project and the scope of services are generally defined herein. The services in this agreement are limited to the scope and terms defined herein and any additional services must be defined by a supplemental agreement.

2. ASSUMPTIONS

- A. This agreement is based on the project documentation, CAD files and other supporting documents provided by the CLIENT.
- B. The CLIENT shall conform to all applicable building codes and developmental restrictions.
- C. Any services performed for the CLIENT by Visartin LLC on the project defined herein in lieu of an executed agreement shall constitute an implied acceptance by the CLIENT for the scope, fees, and terms defined herein for those services rendered.

3. INFORMATION TO BE PROVIDED BY THE CLIENT

- A. All architectural and site CAD files in AutoCAD .dwg format (release 2002 or later). These files shall include at a minimum, the engineering site plan, floor plans, elevations, sections, landscape plans, hardscape plans, and other significant design elements produced by others. In the event that landscaping plans are not available at the start of the 3D design, the CLIENT shall either provide detailed written guidance to the specific name and location of all landscape elements or provide Visarton LLC with full design control of all project landscaping, for the sole purpose of providing an aesthetically pleasing visualization.
- B. The name and position of a single representative whom will have the authority to accept and approve the services and invoices provided by Visarton and to direct tasks per contract on behalf of the CLIENT or Owner.

4. SCOPE OF PROFESSIONAL SERVICES

- A. Visarton LLC shall provide the professional services as described in Appendix A, SCOPE OF SERVICES.

5. FEES

A. Visarton LLC shall charge fees as described in Appendix B, PROFESSIONAL FEES.

6. STANDARD BUSINESS TERMS AND CONDITIONS

1. The standard business terms and conditions for 3D visualization services provided by Visarton LLC are defined in Appendix C, STANDARD BUSINESS TERMS AND CONDITIONS.

7. ACCEPTANCE AND AUTHORIZATION TO PROCEED

- A. This agreement is valid for ___ business (___) days following the date shown.
- B. This document satisfactorily sets forth the CLIENT’S entire understanding of the agreement, please sign both copies of this agreement in the space provided below and return one to Visarton LLC as authorization to proceed with the work.

I, _____, hereby authorize Visarton LLC to perform the services as described in this agreement and agree to pay the fees resulting thereby as identified Appendix B (Professional Fees). I also acknowledge that I have read, understand, and agree to the Standard Business Terms and Conditions attached hereto and made part of this agreement. I warrant and represent that I am authorized to enter into this agreement on behalf of _____.

Accepted this _____ day of _____, 2006

Signature

Print Name & Title

Received this _____ day of _____, 2006

Signature

Print Name & Title

Enclosures: Appendices A, B, &C

APPENDIX A - SCOPE OF SERVICES

Client: _____

Project: _____

Date: _____

3DAS will prepare a 3D visualization that demonstrates the visual impact of the new construction as described below. This project and the scope of services are generally defined herein. The services in this agreement are limited to the scope and terms defined herein and any additional services must be defined by a supplemental agreement.

1. 3D Animation

- A. 3DAS will create an animation of no less than 120 seconds and no more than 130 seconds comprised of several 10-20 sec sequences. Animations will include, at a minimum, a 60 second exterior sequence and a 60 second interior sequence. All sequences will be created to maximize the viewer's perspective and provide the greatest degree of understanding of the project's design in the amount of time available, while limiting the viewer's perspective to the boundaries of the property. Animated sequences will avoid showing any land outside the project's property line, with the exception of the Gulf of Mexico.
- B. The animation will include all hardscape and landscape elements included in the CAD drawings. All architectural details provided in the CAD drawings will be included in the animations. Any details not provided in the original drawings, may be created later for inclusion in the final animation at a rate of \$___/hr. 3DAS will use its best judgment to represent the structures where and when detailed information is not provided by the CLIENT.
- C. 3DAS will utilize 3DAS stock library materials and models to represent the future planned vegetation and to populate the scene with common elements such as cars, people, and hardscape elements. The CLIENT may elect to provide pictures to be used as materials for objects in the scene.
- D. 3DAS will utilize 3DAS stock library materials and models for interior furniture. No custom furniture will be created. 3DAS will provide a catalog of images to allow CLIENT to make furniture selections.
- E. 3DAS will provide the CLIENT with a draft version of the 120 second animation sequence to review. 3DAS will revise, within reason, any elements of the sequence which were overlooked or elements which do not conform to the architectural data provided. Colors and textures may be altered after the draft animation submission, at the request of the CLIENT, at no additional charge. The CLIENT may elect to make any changes to the design not specified in the CAD files at a cost of \$___/hr.
- F. After making all specified corrections and/or changes to the draft animation, 3DAS will present a final animation for approval by the CLIENT.
- G. The CLIENT shall be allowed to provide a detailed script for camera movements throughout the project. If the CLIENT fails to provide a detailed script of camera movements, then 3DAS will use its best judgment to provide a pleasing script for camera movement and will not be responsible for changes to which may be reasonably considered unnecessary.
- H. 3DAS will not be responsible for post-production requirements such as dialogue.

APPENDIX A - SCOPE OF SERVICES

Client: _____

Project: _____

Date: _____

Visarton LLC will prepare a 3D visualization that demonstrates the visual impact of the new construction as described below. This project and the scope of services are generally defined herein. The services in this agreement are limited to the scope and terms defined herein and any additional services must be defined by a supplemental agreement.

2. 3D Animation

- I. Visarton LLC will create an animation of no less than ___ seconds and no more than ___ seconds comprised of several _____ sec sequences. Animations will include, at a minimum, a ___ second exterior sequence and a ___ second interior sequence. All sequences will be created to maximize the viewer’s perspective and provide the greatest degree of understanding of the project’s design in the amount of time available, while limiting the viewer’s perspective to the boundaries of the property. Animated sequences will avoid showing any land outside the project’s property line, with the exception of the _____.
- J. The animation will include all hardscape and landscape elements included in the CAD drawings. All architectural details provided in the CAD drawings will be included in the animations. Any details not provided in the original drawings, may be created later for inclusion in the final animation at a rate of \$___/hr. Visarton LLC will use its best judgment to represent the structures where and when detailed information is not provided by the CLIENT.
- K. Visarton LLC will utilize _____ stock library materials and models to represent the future planned vegetation and to populate the scene with common elements such as cars, people, and hardscape elements. The CLIENT may elect to provide pictures to be used as materials for objects in the scene.
- L. Visarton LLC will utilize _____ stock library materials and models for interior furniture. No custom furniture will be created. Visarton LLC will provide a catalog of images to allow CLIENT to make furniture selections.
- M. Visarton LLC will provide the CLIENT with a draft version of the _____ second animation sequence to review. Visarton LLC will revise, within reason, any elements of the sequence which were overlooked or elements which do not conform to the architectural data provided. Colors and textures may be altered after the draft animation submission, at the request of the CLIENT, at no additional charge. The CLIENT may elect to make any changes to the design not specified in the CAD files at a cost of \$___/hr.
- N. After making all specified corrections and/or changes to the draft animation, Visarton LLC will present a final animation for approval by the CLIENT.
- O. The CLIENT shall be allowed to provide a detailed script for camera movements throughout the project. If the CLIENT fails to provide a detailed script of camera movements, then Visarton LLC will use its best judgment to provide a pleasing script for camera movement and will not be responsible for changes to which may be reasonably considered unnecessary.
- P. Visarton LLC will not be responsible for post-production requirements such as dialogue.

3. 3D Renderings

- A. Visarton LLC will provide _____ (____) high-resolution still images of the final proposed construction up to _____ pixels wide by up to _____ pixels high.
- B. Still renderings will include three (____) exterior views, two (____) interior views, and _____.

4. Product delivery

- A. Visarton will provide the CLIENT with the following products as delivery on the professional services

CLIENT INITIALS

3DAS INITIALS

provided.

1. A _____ second animation sequence in the form of a DVD for viewing in all standard DVD players.
2. _____ high-resolution still renderings of the proposed future construction in JPG format.
3. Pending any further contractual agreements the responsibility of 3DAS will end at this point.

5. Product schedule

A. Visarton LLC and CLIENT shall adhere to the following schedule

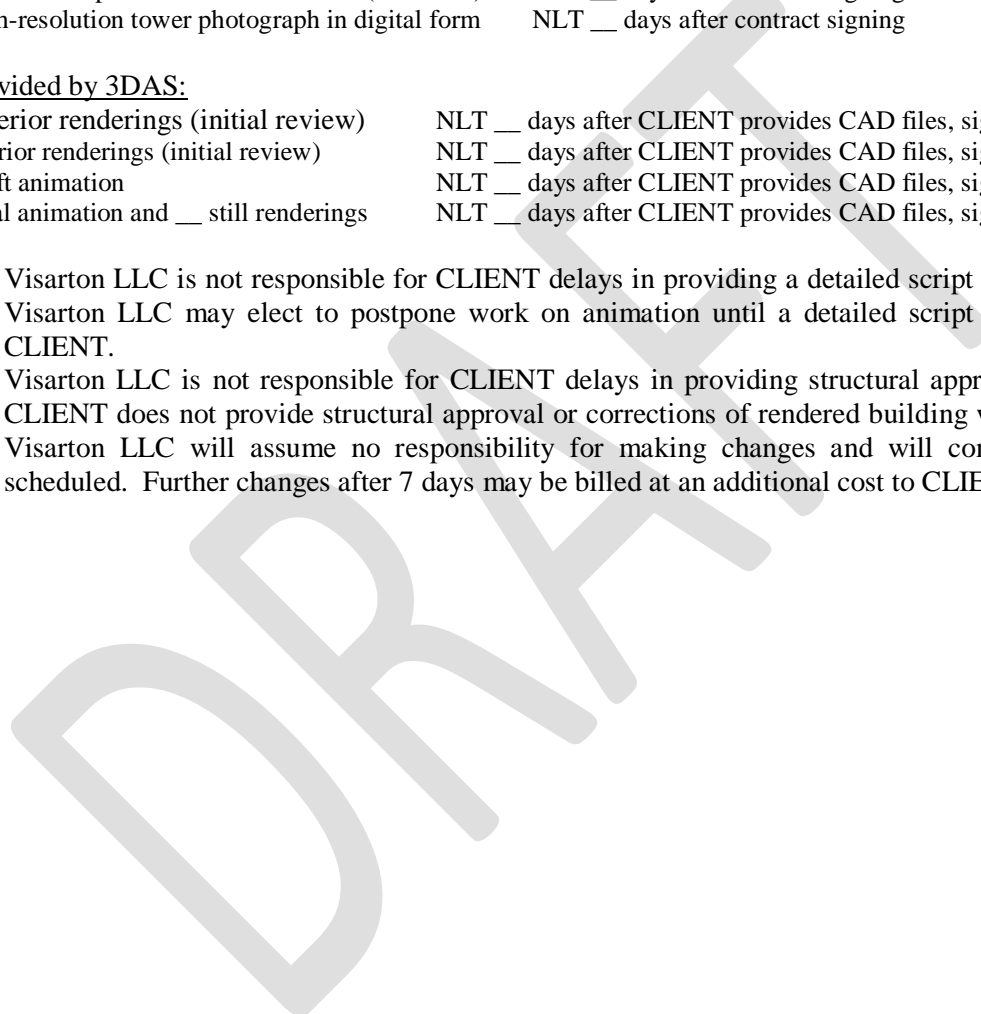
Provided by the CLIENT:

Site Plan and Architectural Drawings	NLT __ days after contract signing
Color scheme	NLT __ days after contract signing
Detailed Script of camera movements (if desired)	NLT __ days after contract signing
High-resolution tower photograph in digital form	NLT __ days after contract signing

Provided by 3DAS:

Exterior renderings (initial review)	NLT __ days after CLIENT provides CAD files, signed contract & deposit
Interior renderings (initial review)	NLT __ days after CLIENT provides CAD files, signed contract & deposit
Draft animation	NLT __ days after CLIENT provides CAD files, signed contract & deposit
Final animation and __ still renderings	NLT __ days after CLIENT provides CAD files, signed contract & deposit

- B. Visarton LLC is not responsible for CLIENT delays in providing a detailed script of camera movements. Visarton LLC may elect to postpone work on animation until a detailed script has been provided by CLIENT.
- C. Visarton LLC is not responsible for CLIENT delays in providing structural approval of renderings. If CLIENT does not provide structural approval or corrections of rendered building within 7 calendar days, Visarton LLC will assume no responsibility for making changes and will continue with project as scheduled. Further changes after 7 days may be billed at an additional cost to CLIENT.



APPENDIX B – PROFESSIONAL FEES

Client: _____

Project: _____

Date: _____

The following are professional fees for the project represented in this agreement as defined in Appendix A – Scope of Services herein. All other services are excluded.

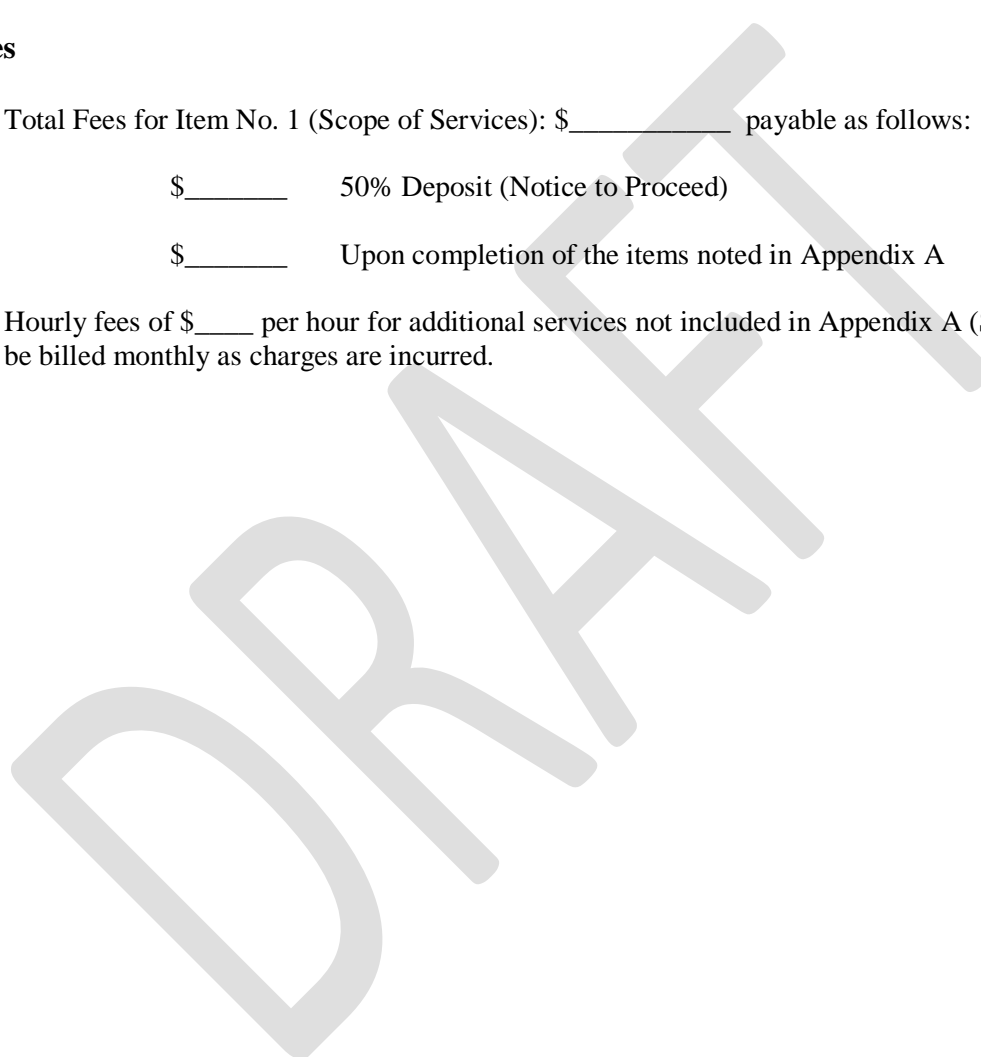
1. Fees

A. Total Fees for Item No. 1 (Scope of Services): \$_____ payable as follows:

\$_____ 50% Deposit (Notice to Proceed)

\$_____ Upon completion of the items noted in Appendix A

B. Hourly fees of \$____ per hour for additional services not included in Appendix A (Scope of Services), to be billed monthly as charges are incurred.



APPENDIX C – STANDARD BUSINESS TERMS AND CONDITIONS

Client: _____

Project: _____

Date: _____

These Standard Business Terms and Conditions are attached to and made a part of this Proposal and Agreement for 3D Animation & Digital Design Services by Visarton LLC for the Client.

1. Information to be provided by Client

Client must provide all information about the structure and materials/textures as necessary to create each scene. This is generally the same information required by artists for hand renderings; including all plans, elevations, color chips, and material samples. At the client's request, Visarton LLC will use its best judgment to illustrate areas where information is missing, but cannot be held responsible for any changes caused by its judgments or from missing information.

If the Client does not provide data for placement of buildings, signage, driveways, site furnishings, landscape, etc., Visarton will use its best judgment to provide a pleasing/conforming layout. Visarton LLC does not provide an interior or architectural design service as part of this agreement. It is the intent of any interior view to demonstrate the attributes of the space, where applicable. Furnishings are provided primarily for scale, not as focal points. Visarton LLC may, at the request of the Client, provide interior, exterior and landscape design, where and as applicable to the completion or creation of scenes and motion paths.

2. Visarton LLC Stock Library

All digital images used to furnish animated scenes are from Visarton LLC's stock library of images, either created by Visarton LLC's or purchased for its commercial use. Any custom images requested will be quoted upon request and only after receiving the necessary information to do so.

Landscape elements are provided from Visarton LLC's stock library. Visarton LLC can not guarantee that all vegetation types specified in the landscape plans are available for use in the animations. Whenever necessary, Visarton LLC will use its stock library to substitute specified vegetation with imagery or models that resemble the specified vegetation.

3. Colors and Materials

Visarton LLC will use its best effort to accurately match color information and materials provided by client. Client recognizes, however, that colors and materials will vary from the supplied information due to lighting conditions and the specific printer and/or display device used to display the image. Reasonable variations from supplied color data material representation are to be expected.

4. Client Reviews and Changes

Client understands that the 3D visualization process is not perfect, that "gray areas" will exist, and some information may be missing if not clearly and precisely specified in the CAD drawings. For the process to be cost effective for both parties, Client will allow Visarton LLC to use its experience and judgment to create the best possible animations and images given time, financial and informational constraints. Visarton LLC will also allow Client opportunity to make reasonable changes as long as they significantly improve the presentation.

Client initiated changes are billed at a fee of \$____ per hour and include changes to information and materials provided to Visarton LLC by Client. Examples are changes in architectural elements, site orientations, and floor plan modifications.

CLIENT INITIALS

3DAS INITIALS

After receipt of all client-supplied information, Visarton LLC will complete the scenes required under this contract to the best of its knowledge and ability. All scenes will represent Visarton LLC's best effort and skill for design interpretation and aesthetics given the available information, time and cost constraints defined herein.

Visarton LLC will deliver to CLIENT the 3 still renderings of each building type and the site (for structural review) by email. Client will promptly review the renderings for structural correctness and notify Visarton LLC in writing within 3 business days of changes, if any, which Client feels, are essential to the success of the presentation. Visarton LLC will make the requested changes according to the terms specified in this agreement. Visarton LLC will deliver the draft, final, and production animations to the CLIENT. Visarton LLC reserves the right to utilize a watermark on the production animation and still renderings until receipt of final payment, at which time Visarton LLC will deliver the production animation and still renderings without a watermark.

5. Payment Schedule

The continuous progress of Visarton LLC services requires prompt payment. Whenever CLIENT requests Visarton LLC to incorporate design changes beyond the scope of services specified in this agreement, Visarton LLC reserves the right to bill CLIENT monthly for this additional work only. We may, after seven (7) calendar days notice to Client, suspend services under this agreement until we have been paid in full for all amounts due for our services and expenses. No new work or additions will be commenced until previously agreed payments for design changes have been made in full.

Final 50% payment is due upon presentation of production animation and still renderings.
All payments shall be made to:

6. Time/Materials/Expenses Billings (TME)

A TME estimate, if provided, is for information purposes only. Actual fee may be more or less and based on the rates in effect at the time services are rendered. TME billings will be based on the hourly rate schedule in effect at the time services are offered.

7. Estimated Not to Exceed Billings (ENTE)

ENTE billings are based on an estimated total billed TME against said total amount. Based on Visarton LLC experience, the ENTE amount normally represents a figure near or above the amount necessary to conduct the work described. However, all projects are unique and cannot be specifically calculated by this method. Therefore all ENTE fees are an estimated figure whereby no guarantee is offered to complete the services described or expected by this amount. All billings by this basis will be on a TME format. Visarton LLC shall contact the Client in writing if the final fees exceed the ENTE amount by more than 25%.

8. Sub-consultant

Sub-consultant contracts hired directly by the CLIENT but handled directly by Visarton LLC will be administered at a cost of 18% of the Sub-Consultant contract fee.

9. Use for Demonstration Purposes

Any and all video, animated sequences and prints may be used by Visarton LLC for demonstration or marketing purposes.

10. Attorney Fees

Should litigation arise, related to services under this Agreement, the prevailing party is entitled to recover reasonable costs including staff time, court costs, attorney fees and related expenses.

11. Taxes

Any government imposed taxes or fees shall be added to the invoice for services under this Agreement.

12. Cooperation with Other Consultants or Client's Attorney

Due to the various laws, rules and ordinances relating to Projects of this nature, legal counsel may be required which is excluded from this Agreement. Client is expected to retain an attorney as needed for advice and participation as a professional team member. Client will serve as Project Coordinator and be responsible for assuring the cooperation of all Consultants contracting directly with him.

13. Termination

This Agreement and obligation to provide further service may be terminated by either party upon ___ (__) days written notice in the event of substantial failure by the other party to perform hereof through no fault of the terminating party.

14. Renegotiation of Fees

Visarton LLC reserves the right to renegotiate fixed fees to reflect changes in price indices and pay scales applicable to the period when services are, in fact, being rendered.

15. Legal Interpretations Clarified

The services proposed herein are based on the work of professional computer animators and designers, and does not constitute the rendering of legal advice or opinion. Interpretations of laws, rules, and ordinances are based solely on the professional opinion of the Client's Counsel or hired Consultant's. The Client and/or Owner are advised to secure adequate legal counsel as needed for the project.

16. Project Delays

The Client recognizes and agrees that various factors both within and without the control of Visarton LLC can operate to delay our work, and the overall completion of the project. The Client agrees that it shall not be entitled to any claim for damages on account of hindrances or delays from any cause whatsoever including, but not limited to: the production of digital images or animations; post-production; beginning or completion of construction; or, performance of any phase of the work pursuant to this Agreement.

17. Imaging Product Disclaimer

The Client understands that the images produced by Visarton LLC will not be an exact representation of the final constructed improvements. The Client will furnish Visarton LLC with the written disclaimer that is to be inserted into the final presentation. The Client will also provide any special disclaimer recommendations such as length and location within the production. Upon the lack of any provided disclaimer by the Client, Visarton LLC shall utilize their standard disclaimers as applicable.

18. No Intended Third Party Beneficiaries

It is the specific intent and understanding of the parties to this Agreement that this Agreement does not create a contract between Visarton LLC and the ultimate purchasers of any property shown in the video or final production, nor are any such ultimate purchasers the intended beneficiaries of this Agreement.

19. Limitation of Damages

Visarton LLC's complete liability for damages incurred, of any nature, shall not exceed the total contract fee as specified herein.

20. Entire Understanding

This Proposal/Agreement represents the entire understanding between Client and Visarton LLC in respect to this Project.