

December 18, 1958

## A G R E E M E N T

This is to confirm agreement of association made and entered into at Palm Springs, California, this eighteenth day of December, 1958, between Wexler & Harrison, Architects, and William F. Cody.

This association is formed to render architectural services related to a bathhouse development for the Palm Springs Spa, Incorporated, to be located at Indian Avenue and Tahquitz Drive in Palm Springs, California.

Whereas the parties to this agreement have submitted a proposal to Palm Springs Spa, Incorporated, and they intend to set forth the terms under which they shall participate on this project, the parties hereto mutually agree as follows:

ARTICLE 1. A contract shall be executed with Palm Springs Spa, Incorporated, by the parties hereto operating under the name of Wexler & Harrison, Architects. Wexler & Harrison shall have the primary responsibility to the client. William F. Cody shall serve in a secondary role as design architect. The client will be notified of the association and joint credit relationship. Credits on contract documents, construction signs, publications, and communications will be :

Architects Associated: A. I. A.  
William F. Cody,  
Wexler & Harrison,  
Philip Koenig

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- William F. Cody *W.F.C.*

**WILLIAM F. CODY**

*REC.*

ARTICLE 8. ~~Either party~~ may terminate this agreement at any time after the completion of Phase I as set forth in Enclosure 2 of the proposal to the client, and shall be entitled to receive that portion of the fee due him at the time of his termination. Payment of said fee shall be made immediately upon receipt from the client.

ARTICLE 9. Each of the parties have read the proposal to the client dated December 18, 1958 and agree to be bound by the terms thereof insofar as they relate to the work to be performed by the respective parties hereto.

ARTICLE 10. Records pertaining to the project shall be available to each party and each party shall be provided with copies of all correspondence relating to the project.

WEXLER & HARRISON, ARCHITECTS, A.I.A.

WILLIAM F. CODY, A.I.A.

By

Wexler & Harrison

By

W.F. Cody

RAH:hvc

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- William F. Cody

Funds received from the client will be deposited in a checking account at the City National Bank, Palm Springs Branch, entitled "Wexler & Harrison - Palm Springs Spa Trust Account, and shall be disbursed within 48 hours of deposit.

ARTICLE 4. The proposal provides that blueprints and travel and other specified items shall be reimbursable items. If accepted by the client, each of the parties incurring such expense will be reimbursed accordingly. In the event the client does not accept said condition or for any reason fails to make payment for said items of expense, said expense will be borne by the party incurring the same. All payments received for reimbursable expenses shall be disbursed immediately upon receipt.

ARTICLE 5. Additional services as described in Enclosure 3 of the proposal will be billed to the client at the rate of two and one-half times the actual cost of production. The party performing said additional services shall be paid at the rate of two times the actual cost of production. At the conclusion of the project the profit or loss shall be borne equally by the parties hereto. Payment for said additional services shall be made immediately upon receipt of payment from the client.

ARTICLE 6. Although it is the intent of the parties hereto to maintain this association for the development of the entire eight acre parcel, it is understood and agreed that this association shall terminate upon the full and complete performance of the contract with Palm Springs Spa, Incorporated, and in no event shall the association agreement extend to or cover any other work unless specifically extended by mutual agreement signed by both parties.

ARTICLE 7. Any termination sum due and payable during the working drawing phase, attributable to that phase, shall be to Wexler and Harrison. Any termination sum due and payable during the supervision phase attributable to that phase, shall be to Wexler & Harrison.

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- William F. Cody

ARTICLE 2. The services to be rendered by each of the parties to this agreement will be in accordance with the following schedule:

Phase I The site planning and schematics for the development of the entire site will be prepared by William F. Cody. Wexler & Harrison will advise with William F. Cody in preparation of the drawings. Wexler & Harrison will appoint a project co-ordinator who will maintain all liaison with the client. William F. Cody will prepare the preliminary drawings (and assist in selection of colors and decorating effects during construction) of the bathhouse, including a rendering if required; and Wexler and Harrison will advise with William F. Cody in preparation of preliminaries. Wexler & Harrison will prepare a preliminary estimate and will maintain liaison with the client.

Phase II Wexler & Harrison will prepare working drawings and specifications and a final estimate. William F. Cody will advise with Wexler & Harrison during working drawing stage regarding matters of design.

Phase III Wexler & Harrison will supervise the construction phase as defined in the proposal to Palm Springs Spa, Incorporated, and will maintain liaison with governmental agencies and suppliers during the prior phases. Wexler & Harrison will maintain liaison with the client during all phases.

ARTICLE 3. Wexler & Harrison will maintain all accounting related to the project, and the fees will be distributed in accordance with the following schedule:

Retainer	TOTAL	CODY	WEXLER & HARRISON
Fee	\$ 5,000.00	\$3,500.00	\$ 1,500.00
Completion of Preliminaries	5,000.00	3,500.00	1,500.00
Start of working drawings	5,000.00	1,000.00	4,000.00
50% completion of working drawings	5,000.00		5,000.00
Working drawings	4,000.00		4,000.00
50% of supervision	2,000.00	500.00	1,500.00
Completion of job	2,000.00	500.00	1,500.00
	<hr/> \$28,000.00	<hr/> \$9,000.00	<hr/> \$19,000.00

W.F.C.  
OF DELANDER  
K.B. for

## 9. Associated Architects

\* 1. Philip Koenig of Chicago, Ill. will be ~~an~~ project architect ~~on this project~~. He will be paid directly by the owner.

2. Wm F Cody of PS Cal will be project designer. He will be paid as part of this contract.

3. Credits: This contract shall be executed between Palm Shop Spa, Inc. and Wexler & Harrison. Wexler and Harrison shall have the primary responsibility for the project. Credits on Contract Documents, signs, publications and communications will be:

Architects Associated: A.I.A.

WILLIAM F. CODY,

WEXLER & HARRISON,

Philip Koenig