

# Guide to the *Canadian Standard Short Form Agreement Between Client and Architect*

## DOCUMENT EIGHT

2007 Edition

### Background

This guide is written to assist both the Client and Architect in completing the Agreement and to explain the appropriate use of the document and how to complete some of the more important parts of the document. Written suggestions are welcomed by the Royal Architectural Institute of Canada.

Please write to: **The Royal Architectural Institute of Canada**  
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Ottawa, Ontario  
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This edition of the Canadian Standard Short Form Agreement Between Client and Architect is based, in part, on the Ontario Association of Architects (OAA) Document 301. This Guide is based on the OAA Practice Bulletin D.2.

It is strongly recommended that all Architects have a written Agreement with their Clients before any architectural services are provided. This is a requirement in the province of British Columbia.

A written Agreement confirms the Client's expectations of the services which will be provided in connection with the project or assignment. The Agreement also confirms that the Client understands the responsibility to pay professional fees and reimbursable expenses and applicable taxes. A written Agreement will help to minimize unfortunate misunderstandings between an Architect and Client which can otherwise lead to disputes and even to litigation.

**The use of the more comprehensive *Canadian Standard Forms of Agreement Between Client and Architect, RAIC Documents Six and Seven* is always recommended, particularly for larger or more complex projects.**

Recognizing, however, that Architects may otherwise proceed without written Agreement, a very basic "short form" agreement is a preferred alternative to an oral Agreement. The Architect and Client should understand that this short form does not contain the detailed provisions of RAIC Document Six or Document Seven, and as a result this Short Form Agreement does not protect the Architect's or the Client's interests as effectively.

**This Short Form Agreement is also useful as an interim agreement, permitting work to start while a more appropriate and complete Agreement is being prepared and executed.**

## Recommended Procedure

1. As soon as the terms of engagement have been negotiated with the Client, complete the Agreement, including:

- The date of the Agreement.
- The correct legal name and the address of the Client.
- The correct legal name and the address of the architectural practice.
- The name or description of the project or the assignment, and the address or location where applicable.
- A description of the services which you have been engaged to provide. If engineering or other consulting services are included, specifically state.
- Details of the professional fees. Check the appropriate box(es) and complete the relevant blanks. Where the fee is calculated on a per diem basis, or on an hourly basis refer to the rates as set out in the Schedule of Fees or Tariffs of the Provincial Association of Architecture if available, unless stated otherwise in the Agreement.
- When the fee is calculated on a per diem or hourly rate basis, indicate "maximum upset fee" if applicable.

*Note: Sometimes a Client will request a fixed price or limit to fees and expenses which is not to be exceeded without written authority. Such arbitrary limits may not be in the Client's best interest. Also, the Architect may be accepting a risk of uncompensated fees and expenses and the extent of the original allowance and its parameters should be clearly defined.*

2. Sign and have the Client or authorized representative sign the Agreement. Affix an authorization seal to the two copies of the Agreement to be executed. Provide one copy to the Client.

3. Where this Agreement serves as an interim Agreement:

- Check the appropriate box.
- Insert the date (deadline) for the execution of a detailed Agreement.
- Ensure that any subsequent Agreement includes the provision that it supersedes this interim Agreement, as applicable.

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RAIC Document Eight, Canadian Standard Short Form Agreement Between Client and Architect  
must not be copied in whole or in part without the application of an authorization seal.