

## Our Promise & The Fine Print

### **Current Code**

We promise that our designs will meet the most widely used model code (IRC 2006) size requirements. See Code Sections below for the list.

### **Copyright & What You are Purchasing**

When you purchase a **License to Build**, you are purchasing a limited copyright license for a home design giving you the right to build that design one time at the address you provide. Your copyright license is only granted when all fees due have been paid. You do not have the right to build the design a second time. **Please note that copyright law protects "derivative works" the same as it protects the original design.**

**That means that making some changes doesn't make it a new design.** We do not allow modification of our designs by others, with the exception of a) basic changes necessary to meet local building code and/or b) changes made by an architect or engineer licensed in your state. If you need or want a local licensed professional on your team, we will release the cad files to them at no additional charge. Your copyright license does not allow another professional to represent our design work as their own.

If you are a builder and have a need for multiple licenses, contact us to discuss special pricing.

Artform Home Plans (AFHP) and Art Form Architecture, Inc. retain all common law, statutory and other reserved rights, including the copyright. This applies even when you have participated in development of the design to a significant degree. If you need or want a different copyright ownership and/or copyright licensing, please contact us. Copyright ownership and/or differing copyright licensing terms shall apply if, and only if, a written agreement between you and AFHP or Art Form Architecture, Inc. is signed by both parties and all fees are paid.

**Review:** With any of the Review options (a Consultation, Paper License or the Review Set), your copyright license does not allow you to construct a home based on this design. It only allows you to use the drawings and/or other information to determine feasibility, such as for preliminary pricing. Only the copyright license referred to here as a "License to Build" permits construction of the design.

With the On-Line Consultation or On-Line Customization session, you are purchasing the designer's time for an on-line consultation. A high speed internet connection is required.

### **Code Sections**

Our promise to you is that our designs will meet the following criteria of the following code sections. Your selected design will be reviewed for compliance after you contact us with your request and before we accept payment from you. We will provide you with an updated review set showing any updates.

Note that for all dimensional checks: We assume 1/2" gypsum board on the walls and ceilings. We use standard sizes for plumbing fixtures. We design for 2x6 exterior wall framing in wood frame designs.

**Room sizes** (Section R304) Rooms labeled as "bedroom" will comply with code requirements for plan dimensions and living area (sq ft) at the code prescribed ceiling height. Each design will meet the requirement that at least one room be 120 sq ft.

**Ceiling Height** (Section R305) Rooms labeled as "bedroom" will comply with height requirements for the code required dimensions and overall sq ft. The required 120 sq ft room referred to above will comply with code height requirements. **Important Note:** Code requires ceiling height of 5 ft or more at sloped ceilings for the area to count toward required minimums. Some of our designs show floor area under a sloped ceiling down to 3 ft. That extra space cannot count towards code minimums, and may not count as "living area" for financing, but can still be useful space. For capes, cottages, bungalows and other home types with sloped ceilings in parts, we'd be happy to show you the heights and provide you with adjusted square footage information to suit your needs.

**Floor space & ceiling height at Toilet, Bath and Shower Spaces** (Section R307) Plumbing fixtures will have the required height at the required footprint as specified in this code section.

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**Hallway widths** (Section R311.3) Hallways leading to habitable rooms will be a minimum of 36" wide.

**Door types & sizes** (Section R311.4.1 & R311.4.2) Each dwelling (each house or each apartment) will have one 36" x 80" hinged door leading directly to the exterior.

**Stair width** - The stairs in our designs will be a minimum of 36" wide measured wall surface to wall surface, allowing compliance with R311.5.1 with installation of correct handrail. Handrail may or may not be shown on drawings.

**Stairway headroom** (Section R311.5.2) Stairs will have minimum 80" headroom measured at the nose of each tread.

**Stair treads and risers** (Section R311.5.3) Stairs will be designed for maximum 7 3/4" rise and minimum 10" tread, as measured nose to nose.

**Landings for stairways** (Section R311.5.4) Design will show required 36" clear floor area at top and bottom, with the allowed exception of doors at tops of stairs, swinging away from the stairs (such as at basement stairs).

**Emergency Escape Window Sizes** (Section R310.1.1, R310.1.2 and R310.1.4). Rooms labeled "bedroom" will have at least one window shown that meets egress (emergency escape) size requirements in a typical brand. Where windows are a generic size, Andersen 400 series will be used to determine availability of suitable window. Note that casement windows may require that they be ordered with manufacturer's emergency escape window hardware.

**Window Sill Height** (Section R613.2). Second floor window sizes will allow the bottom of the window opening to be 24" above the finished floor. **Notes:** We are adapting some of our older designs to this requirement as orders are placed, and will provide you with an updated review set showing any required changes prior to finalizing your order. Note also that first floor windows may also be subject to this requirement if you build with a walk-out basement or drive-under garage. If you wish us to check or adapt first floor windows, it's your responsibility to request this.

## **Structural**

We are designing to either prescriptive code (meaning the spans are in the IRC 2006) or sizing structural members by commonly accepted structural principles. Unless noted otherwise in the "Structural Notes" section of the plan, we are designing for a baseline of 50 psf ground snow load, 90 mph wind, and 2000 psf soil bearing capacity. Where engineered members are shown ("LVL"s or wood I-joists), we use manufacturer's published data. Unless noted otherwise in the plan description, we are designing for full foundations. Unless noted otherwise in the plan description, we design for 2x6 studs at exterior walls in wood frame homes. Your local conditions may require additional structural design, including but not limited to:

- State laws dictating specific methods for structural calculations.
- Differing snow conditions - which can effect both framing and footings.
- Local requirements for seismic (earthquake) or wind design.
- Differing soil conditions.

Therefore, it is your responsibility to determine if your state laws and/or local conditions require additional structural design. If either state laws or local conditions (snow load, soil bearing, wind speeds and/or seismic zone) do require additional structural design, you are required to obtain that design from a qualified source, and to retain records of having done so.

### ***FAQ - How would I know if I need additional structural design?***

- **Snow** - ask your code officer. It's usually code mandated.
- **Wind / Seismic** - Ask your code officer. It's usually code mandated.

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- **Soils** - The only sure way is to have a test pit done and the soils tested. A test pit is a hole. Testing is done using a meter. Results are instant. A local engineer can do the test, or refer you to someone who can. [USDA Soil Tools](#) has tools to access stored data. If you don't have a test pit done prior to construction, we strongly encourage you to have it tested after excavation and before you pour footings.

In states where a member of our team holds the appropriate licensing, we may be able to provide additional structural design as an additional service. Your state's laws may not allow us to provide these additional services. Call for availability and pricing.

Many lumber yards offer structural engineering for the framing at no charge with your lumber order. If you have a licensed structural engineer or licensed architect provide this service, we will facilitate at no additional charge, by providing cad background drawings for their use and/or revising our drawings to show the revised structural design. Note that CAD drawings will be released only to licensed professionals who sign a copyright respect agreement.

## **Energy & Mechanical and Green Guru**

Unless stated as otherwise in a signed written agreement, these services are advisory. You are responsible for final decisions about materials, equipment and systems. You are strongly encouraged to assign responsibility for mechanical systems and the thermal and moisture performance of your home to your builder. Responsibility for defects in materials or equipment lies with the manufacturers.

*Why? Workmanship can matter just as much as insulation and vapor barrier choices. It's easy to clearly say if we designed your stair correctly - so we can make promises about that. For thermal and moisture issues, workmanship is the primary factor. Therefore your builder needs to have ultimate responsibility for these things. We strongly encourage you both include them in the discussion (we encourage you to have your builder join you in on-line meetings during design and otherwise participate) and clearly assign responsibility in a written contract.*

## **Remedial Measures**

If you purchase a License to Build from us, and the plans do not meet the requirements listed above, we will correct the affected drawing sheets at no charge to you. You are responsible for reviewing the plans prior to starting construction - or having your builder do so. If you believe the plans we've sent you do not meet one of these code sections, you are responsible for contacting us via mail or email at least 10 business days before you will need the revised sheets. This shall be the sole and exclusive remedy.

## **Who We Are**

Artform Home Plans is a division of Art Form Architecture, Inc., 580 Greenland Road, Portsmouth, NH 03801  
Phone 603-431-9559.

## **Limitations**

**Returns** - Except as provided for in a signed Builder Subscription Agreement, we cannot accept returns or offer exchanges on any of our designs or additional services. The Review options are offered to enable you to determine whether a design is right for you at a minimal cost.

**Full Service** - If you need or want full service or additional service, please contact us to discuss. Time constraints, state laws and other factors make it impossible for us to guarantee full service to everyone. We reserve the right to decline service, including the sale of predesigned plans, for any reason other than race, religion or other category protected by law. If we agree to additional service, an additional written agreement describing costs, rights and responsibilities will be required.

**Signing and Sealing** - States of licensure vary for the architects and engineers represented on this web site. "Signed and sealed" or "wet stamped" drawings can only be provided only by those professionals in those states, is at their sole discretion, and will always require both additional charges and an additional written contract. Other exclusions may apply. **We can provide you with pricing and availability for those needs before you purchase a design.**

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**State Laws** - Our plans cannot be used in all states. Information provided by us about [State Laws](#) is provided strictly as a courtesy. It is your responsibility to ensure that you can legally use a design prepared by AFHP for your project.

**Additional Code Compliance** - Our code compliance list is designed to allow a competent local professional or builder to meet any additional code requirements without significant changes to the design. There are likely other local requirements. It is your responsibility to ensure compliance with applicable law, statute or regulation of any plans or construction information received from AFHP prior to using them. AFHP's services shall be performed in a manner consistent with that degree of skill and care ordinarily exercised by other providers of predesigned home plans. AFHP makes no other representations or warranties, whether expressed or implied, with respect to the services rendered hereunder.

AFHP shall not be responsible for the design of features not specifically listed under "Current Code" above. Responsibility for final decisions about all other design issues, including but not limited to, material choices, thermal and moisture control and construction methods, lies with you.

**Discrepancies on this web site** - We are not responsible for typographical errors. Because the rules for how square footages and dimensions vary by town, we cannot warrant that the square footages and other dimensional data provided on this web site and in the drawings will be suitable for use in determining adherence to your local zoning and other regulations. Please see [How Big Is It?](#) for a description of the criteria we've used. If the design you choose will be a tight fit on your lot, please contact us before purchasing.

**Changes to this Web Site** - We reserve the right to change prices and terms (this page) at any time prior to accepting your payment and agreeing to send you a design. When you press "Submit Form" you are agreeing to these terms. In using this site at all, you are agreeing to the site [Terms of Use](#).

**Payment** - We accept payment only after confirming your order and sending you an invoice. Credit cards are accepted via Paypal. Paypal is an independent service provider and is solely responsible for its security. Please see their web site for their security policies. Do not send credit card information directly to us. If you do not feel Paypal's security policies are adequate, we do accept personal checks via US mail or courier. Services will not be provided until personal checks have cleared.

## **Limitation of Liability**

Client agrees to limit the liability of AFHP, its principals, employees, consultants and their subconsultants, to client and to all contractors and subcontractors on the project, for any claim or action arising in tort, contract or strict liability to the fees paid to AFHP, Art Form Architecture, Inc., or Wendy Welton for that separate service. For the purposes of this limitation, mechanical design and additional structural design shall be considered separate services. Client and consultant acknowledge that this provision was expressly negotiated and agreed upon.

These limitations apply equally when customization of a design has been provided, unless and until an additional written agreement is signed by both you and an authorized representative of AFHP.

## **Jurisdiction**

This Agreement shall be construed and enforced in accordance with the laws of the State of New Hampshire, without reference to conflict of laws principles, and shall be deemed to be executed in Rockingham County in the state of New Hampshire, and any action or proceeding shall be brought in a State court of competent jurisdiction in Rockingham County in the State of New Hampshire or a Federal Court of competent jurisdiction in Concord NH and in no other jurisdiction.