

DDLLC INTERIOR DESIGN PARTNERSHIP AGREEMENT

Dear _____,

We are absolutely thrilled that you have decided to move forward with your interior design project with us! On behalf of the entire team at DuVäl Design, I would like to express our excitement in helping bring your vision to life!

At this stage, we will begin the next steps of the project as outlined in this attached agreement, ensuring that every detail aligns with your goals and expectations. Our team is committed to delivering exceptional design solutions tailored specifically to your style and needs.

We will be in touch shortly to schedule our initial meetings and to begin the design process. Throughout this journey, we will keep you updated every step of the way, ensuring seamless communication and a smooth progression towards the completion of your space.

Please don't hesitate to reach out if you have any questions or need further information.

Again, thank you for choosing DDLLC! We look forward to this partnership!

Sincerely,



DuVäl Reynolds
Owner / Principal Designer

Due to changes in our industry, this proposal is only valid 30 days from the date of this letter.

CLIENT INITIALS: _____

DDLLC INTERIOR DESIGN PARTNERSHIP AGREEMENT

This agreement has been adapted from ASID document ID 122: Residential Design Services Agreement | 9926 Main St, Ste 201, Fairfax, VA 22031

This **AGREEMENT** is made this _____ day of _____ in the year of Two Thousand and _____

BETWEEN the **CLIENT**:

Name: _____
Address: _____
City, ST: _____
Phone: _____

And the **DESIGNER**: DuVal Design (DDLLC), 9926 Main St, Ste 201, Fairfax, VA 22031

The Client and Designer agree that the **PROJECT** pertains to the following areas within Client’s residence located above:

- | | | | | |
|--------------------------------------|--|------------------------------------|-------------------------------------|---------------------------------------|
| <input type="checkbox"/> Living Room | <input type="checkbox"/> Foyer | <input type="checkbox"/> Basement | <input type="checkbox"/> Recreation | <input type="checkbox"/> Garage |
| <input type="checkbox"/> Kitchen | <input type="checkbox"/> Powder Rm 1 | <input type="checkbox"/> Sunroom | <input type="checkbox"/> Library | <input type="checkbox"/> Utility Room |
| <input type="checkbox"/> Family Room | <input type="checkbox"/> Powder Rm 2 | <input type="checkbox"/> Bedroom 1 | <input type="checkbox"/> Bathroom 1 | <input type="checkbox"/> Patio |
| <input type="checkbox"/> Dining Room | <input type="checkbox"/> Owner’s Suite | <input type="checkbox"/> Bedroom 2 | <input type="checkbox"/> Bathroom 2 | <input type="checkbox"/> Attic |
| <input type="checkbox"/> Office | <input type="checkbox"/> Owner’s Bath | <input type="checkbox"/> Bedroom 3 | <input type="checkbox"/> Bathroom 3 | <input type="checkbox"/> Other |

Additional Project Scope: _____

The Client estimated project total at the start of this contract is between \$ _____ and \$ _____. The Project total will be affected by the Clients’ final selections, the time billed for sourcing+reselections, any reimbursements to Client, and any “Additional Services” introduced throughout the lifespan of the Project. The actual budget to be determined following the presentation of estimates for renovating and/or furnishing (Step 5).

BUDGET REDUCTION AND CONTRACT TERMINATION

DDLLC carefully selects projects based on both design aesthetic and budget considerations, ensuring that we can dedicate our full attention and resources to managing each project to the highest standard. The agreed-upon budget is a key factor in this decision, allowing us to schedule efficiently and focus on delivering quality work. Should the Client choose to reduce the budget below the provided estimates, after signing this agreement, DDLLC reserves the right to reassess the project scope. If the revised budget no longer aligns with the resources or level of management required to achieve the project’s goals, DDLLC may, at its discretion, terminate this agreement. Any services rendered up to the termination date will remain payable and non-refundable.

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I. INTERIOR DESIGN SERVICES:

- A. During the Project, Designer shall, as and where appropriate, perform the following:
 1. Initial design study/walk-through of property with homeowners, potential contractors, architects, builders, to determine preferences/requirements, which will include on-site notes and pictures.
 2. Photograph existing conditions and measure the space(s) to prepare accurate floor plans.
 3. Prepare drawings and other materials to generally illustrate Designer’s suggested interior design concepts with specifications and budget estimates. These may include mood and concept boards, sketches, 3D renderings, material and color palette selections, elevations, reflected ceiling plans, technical drawings for millwork and design/build project management.
 4. Prepare comprehensive layouts showing location of movable, to-scale furniture/furnishings. Prepare schematic plans for recommended cabinet work, interior built-ins, and other interior decorative details (“Interior Installations”). This will include dimensions, notes, and appropriate annotations.

5. Selection of fabrics, furnishings, finishes, paint colors, window drapery treatments, lighting, accessories, artwork, and architectural treatments.
 6. Consult with trade partners or other specialists who may be needed for the Project.
 7. Periodic inspection of residence during any project and installation, to ensure work is done in accordance with professional standards, determined by DDLLC.
- B. Assist in selecting qualified contractors/suppliers needed to complete any renovation/remodeling. DDLLC will not provide subcontractors for any scope of project.
1. DDLLC will work with Client-provided contractors and sub-trades; however, DDLLC will not be responsible for the performance, quality, timely completion or delivery of any work, materials or equipment furnished by these contractors or sub-trades. In the event project delays occur due to Client's contractor or sub-trade, costs may be incurred. _____ Initial Here
- C. Administer a final walkthrough and inspection of Project to address any remaining details, along with guidance on maintenance and care for the newly designed space.

II. PRICING & COMPENSATION:

- A. **The Designer shall bill the Client monthly, on a tiered hourly basis, for all services rendered in connection with the project.** This ranges between one hundred and twenty-five dollars (\$125) and three hundred and twenty-five dollars (\$325) per hour for all services described above.
1. Scale fee: Principal Designer = \$325 per hour. Senior Designer = \$225 per hour. Designer = \$195 per hour. CAD Specialist and Junior Designer = \$175 per hour. Purchasing/Expediting and Design Assistant = \$150 per hour. Administration = \$125 per hour.
 2. In the event that the Designer is required to perform services outside of the agreed-upon business hours of 9:00 AM to 5:00 PM, Monday through Friday, the Designer will charge at a rate of 1.5 times the standard hourly rate for the applicable tier. This additional charge will apply to any work performed outside of these regular business hours, as agreed upon by both parties.
 3. The Client further agrees to pay expenses by the Designer required of this Project at the Designer's cost: expected expenses include travel-time to meet with consultants, reproduction costs of plans and other project documents, and express-charges if necessary. Other expenses may be necessary and will be discussed with Client before being incurred by the Designer.
- B. **All hourly fees are calculated and invoiced on the 1st of each month.** All payments are non-refundable and are due within fifteen days (15) of receipt of the invoice. Payments to third-party consultants are due in accordance with their billing procedures and are paid directly to the third-party provider. _____ Initial Here
1. Our billing structure follows an hourly model, aligned with standard legal practices. Time is tracked precisely, ensuring you pay solely for hours dedicated to your matter. Client will receive a time-billing statement for hours worked during the previous month. Client may request a breakdown of hours spent by DDLLC at any phase of the Project.
 2. Non-payment within the timeframe may result in suspension of all work by Designer until payment is received in full. If such an event should occur, Designer reserves the right to request advance payment before resuming services.
- C. **Furniture, furnishings, décor, and accessories are sold to the Client at reasonable retail rates** and are always below the manufacturer's suggested retail price (MSRP). This applies exclusively to purchases made through DDLLC's direct partnerships with industry manufacturers, where we secure exclusive discounts. Orders from online retailers or showroom vendors will be sold to the Client at retail price, plus a 15% markup, to encourage sourcing through our direct partnerships, which offer better pricing and quality control.
1. DDLLC strives to offer competitive pricing and does not guarantee the lowest prices for identical products, nor is obligated to research or match sales, markdowns, or discounts found elsewhere. The goal is to provide the best pricing through a network of trusted suppliers.
 2. All purchases will be made on the Client's behalf and only with the Client's written authorization, following approval of the Final Order.
 3. Any furniture, fixtures, and equipment (FF&E) specified by DDLLC but purchased independently by the Client will incur a 20% commission of the item's purchase price as a research and specification fee.
 4. All items proposed by DDLLC and accepted by the Client must be purchased through DDLLC only.
- D. **DDLLC will reserve approximately 15% of the overall furnishings budget** to cover incoming freight for furniture/fabrics (from vendor to third-party receiver), product receiving, three (3) months of short-term storage,

inspection, on/off-site assembly, construction/setup, on-site delivery (from receiver to end-user), and removal of all unwanted trash/debris.

1. Products remaining in storage beyond three (3) months will be subject to additional charges.
 2. The Client agrees to pay all applicable sales tax, delivery, and shipping fees related to the products and services provided by DDLLC.
 3. Any receiving, installation, or storage fees not included in the initial proposal will be billed separately, either upon installation or at a later time. Time spent on-site completing installation is billed hourly, as installation is not included in the reserved amount.
- E. **DDLLC will not create itemized product lists.** Pricing/Budgeting is generally designed per room, or floor of home, unless services are rendered separately on an hourly basis only. Estimated and final costs will be presented to the client as one sum and will include the reserved percentage found in II-D of this contract.
- F. **DDLLC is not responsible for any delays, backorders, freight, or logistic issues because of the COVID-19 pandemic shutdowns, global supply chain, and impact on the furnishings and décor industry.** Client will assume all risk for purchases and is required to be flexible on timing for project completion and will submit payment for hourly re-selections. This includes any time dedicated to research, communications, and coordination necessary to facilitate the successful completion of the project. This is the same amount of time, if not less, than what Client would spend to correct issues. _____
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- G. **Additional charges not included in standard hourly fees:**
1. Out-of-state projects, excluding Maryland, District of Columbia, New York, and Palm Beach, will result in a \$1,000 day-rate, plus reimbursable travel, and lodging expenses. Day-rate will be charged prior to travel. All other expenses to be included in the monthly billing cycle.
 2. Out-of-pocket expenses such as reproduction costs, color and B&W photocopying, product samples, etc.
 3. Transportation costs, such as carrier, delivery, and mileage, incurred by third-party.
 4. Additional duties, taxes, and freight associated with shipment of good(s), as well as increased tariffs and fees during the Project.
 5. Moving, or cleaning, interiors in preparation for work to take place on site. Please Note: Client grants DDLLC advance authorization to arrange for movers and/or cleaners when work process may be interrupted.
- H. If product is received damaged, or defective, from the manufacturer (which is not uncommon), DDLLC will correct the problem in the timeliest manner, at discounted billable rates of one-hundred and twenty-five dollars (\$125) per hour, as this is the same amount of time Client would spend to correct the same issues. DDLLC will not be responsible for delays due to defective products, and/or backorders.

III. METHOD OF PAYMENT

- A. Upon execution of this Agreement, Designer shall receive a **non-refundable deposit** of \$ _____, which shall be applied towards the total fee for the project. This deposit shall be applied toward the Designer's hourly fees until it is exhausted. This non-refundable Design Fee is payable upon signing this Agreement and is in addition to all other compensation payable to Designer under this Agreement.
1. This payment will act as assurance of the Designer's intent/acceptance to work on the Project.
 2. The Client acknowledges and agrees that any unused portion of the deposit shall be forfeited by the Client and shall not be refunded.
- B. A **retainer** in the amount of \$ _____ is also due upon signing of this letter of agreement and prior to project initiation. This amount is based on total project projections and will be applied to final invoices.
1. This fee is used for unexpected expenses that may arise throughout the lifespan of a project. These could include increased shipping/freight charges, surcharges to tariffs and taxes, increased product pricing, unforeseen damages, additional services, etc.
 2. Client will be notified, in writing, if any portion of this retainer is used toward the project. Client will have the option to approve the use of these funds, or provide alternative payment, to cover additional expenses. DDLLC will keep the remaining amount until project scope is complete. Any funds remaining will be returned to the Client in the form of a check, within 45-60 days after final project completion and reconciliation of all outstanding invoices or expenses.
- C. Fabrics, furnishings, décor, and custom furniture orders require **100% payment prior to purchase.**
- D. Should Client choose to return any item, despite seeing or touching the item in-person, once it has been ordered, it is strictly at the Designer and/or suppliers' discretion and subject to a minimum restocking fee of _____

Initial Here

15% of the sold cost of the item. DDLLC will not be responsible for the cost of shipping. Any procurement fees charged in connection with returned items will be non-refundable.

1. Client recognizes all items deemed custom will be non-refundable. All sales will be final.

- A. All credit card payments made to Designer will incur a (minimum of) 3.0% as a processing fee, applied to the total invoice charged to Client. Client may opt-out of paying this fee by providing a personal/business check or by paying via ACH transfer.

IV. CLIENT RESPONSIBILITIES

- A. Clients and their representatives agree to provide accurate information. DDLLC is not liable for misinformation given by Client.
- B. Client agrees to respond to all communication in a timely manner, including urgent matters within 2 hours. Failure to do so may result in project delays or item cancellations, for which DDLLC is not responsible.
- C. Client agrees to address all issues during DDLLC's standard business hours, Monday through Friday, 9 AM to 5 PM. DDLLC is not obligated to respond outside of these hours, and any urgent matters will be addressed on the next business day.
1. To ensure the priority and steady progress of your project, DDLLC may limit the frequency of replies to non-urgent communications. This approach allows us to dedicate the necessary time and attention to each phase of your project, ensuring the highest quality results.
- D. Client agrees to provide DDLLC with access to the project property. This can be in the form of a physical key, an access code, etc.
- E. The Client will assume responsibility for the supervision of pets during all walk-throughs and site visits, ensuring they are safely managed and kept away from designated work areas while work is being performed on-site.
- F. **Appropriate Conduct & Working Environment:** Client agrees to resolve all issues with cordial and courteous intentions, always maintaining respectful and professional communication. This includes refraining from raised voices, derogatory terms, vulgar or aggressive/expletive language, whether verbally or in written form. DDLLC is committed to ensuring a positive and safe working environment. Any minor issues should be resolved through communication; however, DDLLC reserves the right to terminate all services immediately, in accordance with the Termination provisions of this Agreement, if inappropriate behavior, harassment, bullying, or discrimination is experienced from the Client or any individual under the Client's control. Additionally, if an unsafe or unsanitary working environment is encountered, DDLLC reserves the same right to terminate. These actions will be considered a breach of the Agreement by the Client.
- G. Clients are responsible for obtaining all approvals required by residential management or any governmental agency or otherwise in connection with this Project that cannot be obtained directly by DDLLC.
- H. For projects already in progress, any changes in the scope of work will be addressed through a written Change Order, which requires mutual agreement on the modified scope and associated costs before work commences or materials are ordered. Changes made prior to the start of the project do not require a Change Order.
1. **The Client is not to presume that anything discussed with the Designer before or during the project is included unless it is specifically mentioned in these specifications. If there is anything in this document that is missing, unclear, or obscure then the Client should get written clarification from the Designer in advance of signing this document.**

_____ Initial Here

V. MUTUAL INDEMNIFICATION AND HOLD HARMLESS

- A. DDLLC agrees to hold harmless and indemnify the Client from any claims, liabilities, losses, damages, costs, or legal fees arising from any negligent acts or omissions committed by DDLLC or its employees during the provision of interior design services.
- B. Likewise, the Client agrees to hold harmless and indemnify DDLLC, its employees, and any third-party contractors engaged by DDLLC from any and all claims, liabilities, losses, damages, costs, or legal fees arising from or related to the interior design services provided. This includes, but is not limited to, any personal injury or property damage occurring during the provision of services, any dissatisfaction with design choices, materials, or products approved by the Client, and any third-party claims or actions arising from the selection or installation of materials or products at the Client's premises.
- C. Both parties acknowledge that this indemnification and hold harmless clause shall survive the termination of this agreement and remain in effect until the resolution of any claims or liabilities covered herein. By signing this

agreement, both the Client and DDLLC affirm their understanding and acceptance of the terms outlined in this clause and agree to abide by its provisions throughout the duration of the project.

VI. TERMINATION:

- A. **TERMINATION: This Agreement may be terminated by either party upon the other party's default in performance, provided that termination may not be effected unless written notice specifying nature and extent of default is given to the concerned party and such party fails to cure such default in performance within thirty (30) days from date of receipt of such notice.** Termination shall be without prejudice to all other rights and remedies of Designer, and Client shall remain liable for all outstanding obligations owed by Client to Designer and for all items of Merchandise, Interior Installations, and other services on order as of the termination date.
1. Should this occur, a final statement of account will be produced, and the retainer will be applied as compensation for any outstanding design fees. All outstanding invoices must be paid in full prior to contract closure.
 2. In the event that the Client fails to provide necessary feedback, approvals, or required information within a period of 30 days after being requested by the Designer, or if the Client unilaterally halts or abandons the project without notice, the Designer reserves the right to terminate the agreement. The Client will be responsible for all fees incurred up to the point of termination, including any work completed or services rendered. Any outstanding payments must be settled within 15 days of termination, and the Designer will retain the right to withhold any completed work or deliverables until full payment is received.
- B. **PROJECT INACTIVITY AND ABANDONMENT: If the Client ceases all communication, approvals, or participation in the Project for a continuous period of six (6) months or longer, the Project shall be deemed inactive and abandoned.** Upon such abandonment, this Agreement and the Project shall be considered terminated and closed.
1. All fees, deposits, retainers, reserved percentages, and amounts paid or accrued prior to abandonment shall remain fully earned and non-refundable. DDLLC shall have no further obligation to perform services, maintain pricing, or retain the Project in active status.
 2. Any request to resume the Project after abandonment shall be treated as a new engagement, subject to DDLLC's availability, execution of a new agreement, and application of current rates, terms, and pricing in effect at the time of re-engagement. DDLLC reserves the right to decline reactivation.
- C. **PROJECT RESTART FEE AND REACTIVATION: In the event the Client requests to resume a Project that has been deemed inactive or abandoned pursuant to the above section, a non-refundable Project Restart Fee of Three Thousand Five Hundred Dollars (\$3,500) shall be required prior to any reactivation.**
1. The Project Restart Fee compensates DDLLC for reestablishing project scope, reassessing timelines, reentering the Project into the active design pipeline, revisiting pricing, recoordination with vendors and consultants, and addressing any changes in availability, costs, or market conditions that occurred during the period of inactivity.
 2. Payment of the Project Restart Fee does not guarantee reactivation. Any resumed Project shall be subject to DDLLC's current availability, execution of a new agreement, and application of current rates, pricing structures, minimums, and terms in effect at the time of restart. Delays or scheduling impacts resulting from the Client's inactivity shall be the sole responsibility of the Client.
 3. **DESIGNER UNAVAILABILITY:** In the event DDLLC ceases all material communication and performance of Services for a continuous period of six (6) months or longer, without written notice to the Client and without cause related to Client non-responsiveness, non-payment, project suspension, force majeure, scheduling limitations, or circumstances beyond DDLLC's control, the Client may submit a written request for clarification or reengagement. Upon receipt of such written notice, DDLLC shall have thirty (30) days to respond and either (i) resume Services, (ii) propose a revised timeline, or (iii) formally close the Project. If DDLLC fails to respond within such period, the Client may elect to terminate the Agreement pursuant to Section VI.M. Termination. Under no circumstances shall DDLLC be obligated to refund fees already earned or incurred. Any future services, if resumed, shall be subject to availability, updated scope, and current rates.
- D. Neither party shall be held liable for delays or failures in performance caused by events beyond their control, such as acts of God, natural disasters, or government actions. The affected party will promptly notify the other party, and the time for performance will be extended accordingly.

VII. MISCELLANEOUS

- A. **COVID-19 Procedures and Delays/Backorders/Unavailable Items:** DDLLC will implement safe operating procedures for work post the COVID-19 pandemic. Clients are encouraged to wear masks and maintain safe social distance at all meetings and deliveries. Client assumes all risk for personal interactions with DDLLC and trades assisting with the design project. Clients will not hold Designer, mover, or installer liable if anyone gets sick in home after site visit.
- B. **Tariff Adjustment Clause:** The Client acknowledges that changes in applicable tariffs may increase the costs of performance under this Agreement. DDLLC may adjust pricing to reflect such increases, effective upon written notice to the Client setting out the basis for the adjustment. The Client shall have five (5) business days to object in writing or propose reasonable alternatives. In the absence of objection, the adjustment shall be deemed accepted. If the Client objects, DDLLC may suspend performance until resolution, and any disputes shall be handled in accordance with this Agreement's dispute resolution provisions. The Client shall be responsible for any resulting timeline changes or delays.
- C. **DDLLC will not be responsible for hidden or unknown variables.** Designer will make every effort to anticipate hidden or unknown variables during the Feasibility Study and during the renovation process, where applicable. Depending on the nature of a project, certain obstructions or hidden elements may not be self-evident and cannot be determined until the work has started. Contingencies may include structural integrity of walls or support beams, inability to reuse aged pipes, ducts, grills, registers, louvers and wiring, imperfections, or decay in substructure. In the event we encounter such a problem, DDLLC will advise the Client at the earliest time concerning additional costs to remedy the deficiency.
- D. **DDLLC shall not be held fully responsible for the failure to deliver products or services resulting from the proven insolvency, bankruptcy, or closure of any third-party supplier** or vendor from whom products are purchased on behalf of the Client. In the event that a supplier goes out of business, any funds paid to that supplier may not be refunded by DDLLC. However, if feasible, DDLLC may cover 50% of the additional costs required to source alternative products. The remaining costs or fees associated with sourcing alternatives will be the responsibility of the Client.
- E. Should Designer agree to perform any design service not described above, such "Additional Service" will be invoiced to Client at the DDLLC Proposed Services rates.
1. All hourly charges will be invoiced to the Client and will be payable within fifteen (15) days of invoice date. Non-payment within this specified timeframe may result in the suspension of all work by Designer until payment is received in full. If such an event should occur, Designer reserves the right to request advance payment before resuming services. In addition to all other legal rights, Designer shall be entitled to withhold delivery of any item of Merchandise or the further performance of Interior Installations or any other services, should Client fail to timely make any payments due Designer. _____
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- F. **CONFIDENTIALITY: Both parties agree to maintain the confidentiality of all project-related information, such as concepts, plans, client lists, financial information, and will only disclose such information to individuals directly involved in the project. This obligation extends beyond the termination of the agreement.**
- G. **INDUSTRY TRAVEL, MARKET ATTENDANCE, AND TEAM AVAILABILITY:** The Client acknowledges that DuVal Reynolds, as Principal Designer, may periodically be unavailable due to anticipated professional obligations, including but not limited to High Point Market, vendor visits, trade shows, site evaluations, continuing education, and other industry-related travel, which are integral to DDLLC's design practice and were considered in accepting and scheduling the Project; during such periods, the Project shall remain actively managed by DDLLC's design team, who will be readily available to coordinate and ensure the Project continues to progress smoothly, and the temporary absence of the Principal Designer shall not be deemed non-performance, inactivity, abandonment, or a breach of this Agreement, nor shall any resulting adjustments to meeting availability, response times, or scheduling constitute grounds for fee reductions, refunds, termination, or claims of unavailability, damages, losses, or liability against DDLLC, or expand DDLLC's obligations beyond those expressly stated herein.
- H. **BRAND REPRESENTATION, SOCIAL MEDIA, AND PUBLIC ENGAGEMENT:** The Client acknowledges that DDLLC and its Principal Designer engage in ongoing brand representation, marketing, educational outreach, and public-facing professional activities, including but not limited to social media content creation, industry features, media appearances, speaking engagements, and client and vendor engagement initiatives. Such activities are an integral and necessary component of DDLLC's business operations and professional practice.

The Client agrees that time dedicated to these activities shall not be construed as neglect of the Project, unavailability, delay, or failure to perform Services, nor shall DDLLC or its Principal Designer be held responsible or liable for any perceived schedule adjustments or timing impacts related thereto. All Services under this Agreement remain subject to the terms herein, including availability, scheduling, and team-based project management

- I. **PHOTOGRAPHY & USAGE RIGHTS:** Client grants DDLLC the right to photograph the Project before, during, and after completion. DDLLC may use these images for any business purposes, including but not limited to websites, marketing, and social media, with no restrictions on duration. Project location and Client’s name will not be disclosed without prior written consent.
 - 1. If the Client opts to deny photography for promotional purposes, an exclusivity fee of 20% of the highest initial project estimate will apply. This fee compensates for lost marketing opportunities and the inability to take on additional projects during the timeframe, which further limits exposure.
 - 2. DDLLC typically documents Projects with before-and-after shots and live social media updates, such as Instagram livestreams, to engage clients and followers, fostering visibility and interest in our work. The exclusivity fee ensures fair consideration for the impact on these vital business practices.
- J. During Project duration, recognized as the timeline between the signature of the contract and the last billable invoices, client acknowledges and authorizes DDLLC to place a lawn/fence sign on the property to promote business, if applicable.
- K. **All concepts, drawings and specifications prepared by Designer’s firm (“Project Documents”) and all copyrights and other proprietary rights applicable thereto always remain the Designer’s property. Project Documents may not be used by Client for any purpose other than completion of Project by Designer, without Designer’s supervision, unless given written consent.**
- L. Designer’s drawings and specifications are conceptual in nature and intended to set forth design intent only. They are not to be used for engineering purposes. Designer does not provide engineering services. Should these services be required to complete the project, Designer will assist in finding an engineering firm to assist.
- M. Designer cannot ensure that the actual prices for merchandise, interior installations, or other costs and services presented to the Client will not differ, either on a per-item basis or in total, from any budget proposed by the Client, or prior to purchase of said items. Designer will, however, notify Client of any changes in prices. Client agrees that all verbalized or implied estimates by Designer are not binding.
- N. The Client agrees not to make any disparaging, defamatory, or negative statements about the Designer, its services, or any personnel associated with the Designer, both during and after the term of this Agreement. This includes, but is not limited to, public statements or comments made online, in writing, or through other media. The Designer agrees to uphold the same standard and not make any disparaging statements about the Client. Any violation of this clause will be considered a material breach of this Agreement.
- O. DDLLC’s total liability for any cause of action related to the Agreement shall be exclusively limited to, and shall not exceed, the fees received by DDLLC for the performance of Services under this Agreement.
- P. Neither the Client nor the Designer may transfer or assign their rights or obligations under this Agreement without the prior written consent of the other party.
- Q. This Agreement is a complete statement of Designer’s and Client’s understanding. No agreements have been made other than those contained in this Agreement. This Agreement can be modified only by a writing signed by both Designer and Client.
- R. Contract pricing/terms is only good for thirty (30) days from date the Agreement was made.

ADDITIONAL NOTES: _____

CLIENT SIGNATURE: _____

_____ Date

DDLLC SIGNATURE: _____

DuVal Design, LLC Representative _____ Date

GENERAL OVERVIEW OF SCHEDULE

INTERIOR DESIGN SCHEDULE: The following schedule outlines the phases and steps of your interior design project, which will guide the timeline and deliverables. The estimated duration for each phase is based on typical project scope and complexity, as well as Client responsiveness. Please note that timelines may vary depending on project size and scope.

PHASE ONE: Onboarding & Preparation (2-3 weeks)

1. STEP 1: Onboarding

- Completion of a detailed questionnaire to provide insight into design preferences, style, and project goals.
- Review of our Design Investment Guide to understand the scope of services, associated costs, and expectations.
- A Discovery Call will be held to align on the client's project vision, goals, and budget.
- If the client is a good fit, a Feasibility Study will be scheduled, and a \$950 contract will be signed for this phase.
- An on-site initial meeting will follow to review the project in person.
- If the project is accepted, a formal contract will be signed, and a deposit along with a retainer fee will be requested.

2. STEP 2: Trade Day

- On-site walkthrough of property with team, homeowners, contractors, trade specialists, etc.
- Final measurements of the home to ensure accuracy for design and layout planning.
- Photography of the existing conditions to document the space before any design work begins.
- Discussions surrounding design criteria and stylistic direction, including space planning and functionality.
- Evaluation of existing construction, obstacles, design impacts.
- Evaluation and inventory of existing furnishings to be included in design plans.
- Discussion of overall budget and timeline for completion of all home improvements.

PHASE TWO: Design Development (6-10 weeks)

3. STEP 3: Concept Development

- Initial CAD drawings created to outline the existing conditions of the space.
- Researching design inspirations and preliminary design approaches.
- Review of the initial CAD drawings and planning for the redesign based on existing conditions.
- Development of color schemes, material palettes, design sketches and impacts, ideas, and solutions.
- Creation of initial design concepts and mood boards for review.
- Presentation of potential design direction to the client for feedback.

4. STEP 4: Design Development

- Creation of detailed and formal AutoCAD drawings and 3D renderings.
- Sourcing and selection of materials, textiles, furnishings, and finishes online and in through showroom visits.
- Development of a comprehensive lighting plan and appropriate fixtures.
- Budget estimation through detailed internal specification sheets.
- Obtain price quotes of products from trusted vendors and suppliers.
- Assist in selecting appropriate contractors for the vendor bidding process, manage the bidding procedure, gather estimates, and evaluate quotes.
- Collaboration with industry partners to secure competitive pricing and value-added offers.
- Prepare furniture, fixtures, and equipment (FF&E) proposals for client consideration and approval.

5. STEP 5: Final Designs

- Refine the design according to client feedback while confirming the budget and finalizing quotes.
- Finalize all design elements, such as furnishings, finishes, and other key components to complete the design vision.
- Incorporate final selections into the final drawings and floor plans, and begin preparing construction documents.
- Prepare the final quote, including all updated costs and project details for client approval.

- Final fine art advisory and acquisition services to curate and source artwork that complements the vision.
- Documentation of products and specifications, organized within the office for access and project tracking.

PHASE THREE: Procurement & Installation (2-12+ months)

6. STEP 6: Procurement / Expediting

- Processing purchase requisitions and evaluating received Requests for Quotations (RFQs) for accuracy and alignment with project requirements.
- Secure vendor confirmations to ensure order accuracy and timely processing
- Monitor product availability, lead times, and manage any necessary reselections.
- Limited correspondence, with periodic updates provided to the client regarding status of purchases and deliveries.
- Reselections will be made as needed to ensure availability and project continuity.
- Coordinate with the receiver on damaged products, and manage claims and repair submissions.

7. STEP 7: Construction & Final Installation

- Coordinating delivery and installation of ancillary fixtures needed for installations.
- Regular site visits to observe construction, respond to queries, and provide any clarifications or additional drawings.
- Coordinating delivery of furniture, lighting, and accessories.
- Receiving, unboxing, and assembling all purchased items delivered from the warehouse to the project location.
- Positioning items as outlined in the floor plan and removing packaging materials.
- Styling accessories, hanging art, and arranging decorative elements to complete the space.
- Conducting a final walkthrough of the home to ensure all items are in place, the design is executed as planned, and creating a punch-list for any final adjustments or corrections.

Timeline & Client Responsibilities

- Each phase requires the Client's timely feedback and approval to stay on schedule.
- Regular communication and approval of key design decisions from the Client will help ensure the project proceeds smoothly.

By signing below, I acknowledge that I have reviewed and fully understand the interior design process outlined in this agreement. I understand the various phases of the project, the timelines involved, and the importance of timely feedback and approvals. I agree to cooperate fully and provide the necessary information and access as required, and I will not hinder or delay the progress of the project. I acknowledge that my active participation and timely communication are crucial for the successful completion of the project.

CLIENT SIGNATURE: _____ **Date:** _____