

DUVÄLDESIGNLLC

INTERIOR DESIGN SERVICES

[Date]

[Client Name]
[Client Address]
[Client City, ST]
[Client Phone]

Dear [Client Name],

Thank you for choosing DuVäl Design, LLC (DDLLC) for your next home investment!

We are so excited to present you with this contract for design services for your home, located at the address above. The following contract will set forth our responsibilities with each other. We insist that you read through carefully, to properly comprehend our proven process and services, for absolute clarity.

Our goal is to make this process as straightforward and as enjoyable as possible. Experience has shown us the knowledge of our standard procedure helps clients feel comfortable throughout the project. Here is how we work:

PHASE ONE (1):

- STEP 1 **Onboarding:** collecting the questionnaire, administering Feasibility Study, contracts & deposits
- STEP 2 **Trade Day:** on-site measurements, photos, and final criteria meeting
- STEP 3 **Concept Development:** gathering inspiration, creating our initial drawings, and conceptualizing
- STEP 4 **Design Development:** creating formal drawings, obtaining quotes/budgets, sourcing materials, and first presentation

PHASE TWO (2):

- STEP 5 **Final Designs:** updating design files, making final selections, firming budget and labor costs

PHASE THREE (3):

- STEP 6 **Procurement / Expediting:** creating and distributing orders, product confirmations, reselections, etc
- STEP 7 **Installation:** preparing, delivering, and installing products, closing project

Please note, this contractual agreement is in effect once signatures are collected by both parties. Once we receive the signed contract and deposit, we will reach out to discuss the next steps of the job.

If you have any questions, comments, or concerns, do not hesitate to reach out!

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: _____



INTERIOR DESIGN CONTRACT & AGREEMENT

This agreement has been adapted from ASID document ID 122: Residential Design Services Agreement DuVäl Design, LLC | 9926 Main St, Ste 201, Fairfax, VA 22031 | O (703) 574-7900

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:

DuVäl Design, LLC coordinator@duvalreynolds.com
9926 Main St, Ste 201 www.duvalreynolds.com
Fairfax, VA 22031 O (703) 574-7900

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

- Living Room, Kitchen, Family Room, Dining Room, Office, Foyer, Powder Rm 1, Powder Rm 2, Owner's Suite, Owner's Bath, Basement, Sunroom, Bedroom 1, Bedroom 2, Bedroom 3, Recreation, Library, Bathroom 1, Bathroom 2, Bathroom 3, Garage, Utility Room, Patio, Attic, 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 by 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).

INTERIOR DESIGN SERVICES

1. SERVICES

- 1.1. Throughout the lifespan of the Project, Designer shall, as and where appropriate, perform the following: a. Walk-through of property with homeowners... b. Photograph existing conditions... c. Prepare drawings... d. Prepare layout showing location of movable furniture... e. Selection of fabrics, furnishings... f. Consult with architects... g. Periodic inspection...
1.2. Assist in selecting qualified contractors/suppliers needed to complete any renovation/remodeling. DDLLC will not provide subcontractors for any scope of project.
1.3. DDLLC cannot assume responsibility for supervision of pets while working on-site.

2. PRICING & COMPENSATION

- 2.1. The Designer shall bill the Client 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 two hundred and ninety-five dollars (\$295) per hour for all services described above.

Initial Here

- a. Scale fee: Principal Designer = \$295 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.
 - b. 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 incurred by the Designer.
- 2.2. All hourly fees are calculated and invoiced on the 1st of each month. **All payments are due within fifteen days (15) of receipt of invoice.** Payments to third-party consultants are due in accordance with their billing procedures and are paid directly to the third-party provider.
- a. At any phase of the Project, the Client may request a breakdown of hours spent by DDLLC to complete Services.
 - b. 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. Initial Here
- 2.3. **Furniture, furnishings, décor, and services are sold to clients at MSRP minus 20% (or more),** where MSRP stands for manufacturer's suggested retail value. This applies only to purchases from direct partnerships with industry manufacturers and to values at the time of purchase. All orders from online retailers or showroom vendors will be sold to Client at retail/sales price.
- a. All items proposed by DDLLC and accepted by the Client must be purchased through DDLLC only.
- 2.4. **DDLLC will reserve approximately 15% of overall furniture budget, to be applied toward the following:** incoming freight for furniture/fabrics [from vendor to third-party receiver], product receiving, three (3) month's short-term storage, complete inspection, on/off-site assembly, construction/set-up, on-site delivery [from receiver to end-user], removal of all unwanted trash/debris, and clean-up.
- a. Products that remain in storage beyond three (3) months will be subject to additional charges.
 - b. Product/Furniture installation is not included in this reserve. Time spent on-site completing installation will be billed hourly.
- 2.5. **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 2.4 of this contract.
- 2.6. **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 is the same amount of _____ time Client would spend to correct issues. Initial Here
- 2.7. **Additional charges not included in standard hourly fees:**
- a. Long-distance travel expenses [any project visits past 45mins from office and accessible by car] may be expensed at one-fourth of hourly rate [\$73.75/hr], rounded up to nearest 15 min increments.
 - b. Out-of-state projects, excluding Maryland and District of Columbia, will result in a \$1,800 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.
 - c. Out-of-pocket expenses such as reproduction costs, blueprints, color and B&V photocopying, product samples, etc.
 - d. Transportation costs, such as carrier, delivery, and mileage, incurred by third-party.
 - e. Additional duties, taxes, and freight associated with shipment of good[s], as well as increased tariffs and fees during Project.
 - f. 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.
- 2.8. 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.

3. METHOD OF PAYMENT

- 3.1. 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.
- a. This payment will act as assurance of the Designer's intent/acceptance to work on the Project.
 - b. The Client acknowledges and agrees that any unused portion of the deposit shall be forfeited by the Client and shall not be refunded.
- 3.2. 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.
- a. 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, etc.
 - b. 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.
- 3.3. Fabrics, furnishings, décor, and custom furniture orders require **100% payment prior to purchase.**
- 3.4. Should Client choose to return any item, despite seeing or touching 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 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.
- a. Client recognizes all items deemed "custom" will be non-refundable. All sales of "custom" merchandise will be final. _____
Initial Here

3.5. All credit card payments made to Designer may 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.

4. CLIENT RESPONSIBILITIES

- 4.1. Clients and their representatives agree to provide accurate information. DDLLC is not liable for misinformation given by Client.
- 4.2. Client agrees to respond to communication in a timely manner. This applies to verbal, phone, text, and/or emails.
- 4.3. 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.
- 4.4. Client agrees to resolve all assumed issues with cordial and courteous intentions and approaches.
- 4.5. Clients are responsible for obtaining all approvals required by residential management or any governmental agency or otherwise in connection with this Project.
- 4.6. Any changes in the scope of work from that defined herein will be handled via a Change Order. A Change Order is an agreement between the parties to modify the scope of work and the costs associated with the change. All Change Orders will be in writing and mutually agreed to between the parties before the work is commenced or materials are ordered.
 - a. **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

5. MISCELLANEOUS

- 5.1. **COVID-19 Procedures and Delays/Backorders/Unavailable Items:** DDLLC will implement safe operating procedures for work during 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.
- 5.2. **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 Client at the earliest time concerning additional costs to remedy the deficiency.
- 5.3. 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. Hourly charges will be invoiced to Client and are payable upon immediate receipt of invoice.
 - a. 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. _____ Initial Here
- 5.4. As Designer requires a record of Designer's design projects, Client will permit any representative of DDLLC to photograph the Project before, during, and upon completion, of the Project. Designer will be entitled to use photographs for Designer's business purposes but shall not disclose Project location or Client's name without Client's prior written consent. These purposes include business website, all marketing and branding materials, and social media sites, including Facebook, Instagram, HOUZZ, Pinterest, Twitter, TikTok, LinkedIn, YouTube, etc.
- 5.5. 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.
- 5.6. **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.**
- 5.7. Designer's drawings and specifications are conceptual in nature and intended to set forth design intent only. They are not to be used for architectural or engineering purposes. Designer does not provide architectural or engineering services. Should these services be required to complete the project, Designer will assist in finding an architectural firm to assist.
- 5.8. Designer cannot guarantee that actual prices for Merchandise, and/or Interior Installations, or other costs or services as presented to Client, will not vary either by item or in the aggregate from any Client proposed budget. Designer will, however, notify Client of any changes in prices. Client agrees that all verbalized or implied estimates by Designer are not binding.
- 5.9. **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.
 - a. 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.
- 5.10. 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.
 - a. Client agrees to indemnify DDLLC against any claims, losses, liabilities, damages, costs and expenses relating to or arising out of the negligence, failure and/or acts or omissions on the part of Client, any contractor, architect, vendor, supplier, or agent hired or retained by Client.
- 5.11. Client nor Designer may assign their respective interest in this Agreement without the written consent of the other.
- 5.12. 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.
- 5.13. Contract pricing/terms is only good for thirty (30) days from date the Agreement was made.

CLIENT: _____

(Date)

DESIGNER:  _____
DuVal Design, LLC Representative

(Date)