



INTERIOR DESIGN CONTRACT & AGREEMENT

This agreement has been adapted from ASID document ID 122: Residential Design Services Agreement
DuVäl Design | 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 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 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 after signing this agreement, DuVäl Design 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.

INTERIOR DESIGN SERVICES

1. SERVICES

- 1.1. During the Project, Designer shall, as and where appropriate, perform the following:
a. 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.
b. Photograph existing conditions and measure the space(s) to prepare accurate floor plans.
c. 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.
d. 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.

- e. Selection of fabrics, furnishings, finishes, paint colors, window drapery treatments, lighting, accessories, artwork, and architectural treatments.
 - f. Consult with trade partners or other specialists who may be needed for the Project.
 - g. Periodic inspection of residence during any project and installation, to ensure work is done in accordance with professional standards, determined by DDLLC.
- 1.2. Assist in selecting qualified contractors/suppliers needed to complete any renovation/remodeling. DDLLC will not provide subcontractors for any scope of project.
- a. DDLLC will work with Client-provided subtrades; however, DDLLC will not be responsible for the performance, quality, timely completion or delivery of any work, materials or equipment furnished by subtrades. In the event project delays occur due to Client's subtrade, costs may be incurred. _____ Initial Here
- 1.3. 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.

2. PRICING & COMPENSATION

- 2.1. **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.
- a. 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.
 - 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 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
- a. 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.
 - 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.
- 2.3. **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.
- a. 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.
 - b. All purchases will be made on the Client's behalf and only with the Client's written authorization, following approval of the Final Order.
 - c. 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.
 - d. All items proposed by DDLLC and accepted by the Client must be purchased through DDLLC only.
- 2.4. **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.
- a. Products remaining in storage beyond three (3) months will be subject to additional charges.
 - b. The Client agrees to pay all applicable sales tax, delivery, and shipping fees related to the products and services provided by DDLLC.
 - c. 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.

- 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 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. Initial Here
- 2.7. **Additional charges not included in standard hourly fees:**
- Out-of-state projects, excluding Maryland, District of Columbia, New York, and Palm Beach, 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.
 - Out-of-pocket expenses such as reproduction costs, color and B&W photocopying, product samples, etc.
 - Transportation costs, such as carrier, delivery, and mileage, incurred by third-party.
 - Additional duties, taxes, and freight associated with shipment of good(s), as well as increased tariffs and fees during Project.
 - 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.
- This payment will act as assurance of the Designer's intent/acceptance to work on the Project.
 - 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.
- 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.
 - 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. Initial Here
- a. Client recognizes all items deemed custom will be non-refundable. All sales will be final.**
- 3.5. 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.

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 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.
- 4.3. 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.
 - a. 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
- 4.4. 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.
- 4.5. Client will assume responsibility for supervision of pets, ensuring they are safely managed and kept away from designated work areas, while work is being performed on-site.
- 4.6. **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/expetive 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.
- 4.7. 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.
- 4.8. 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.
 - 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. MUTUAL INDEMNIFICATION AND HOLD HARMLESS

- 5.1. 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.
- 5.2. 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.
- 5.3. 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.

6. MISCELLANEOUS

- 6.1. **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.
- 6.2. **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.
 - 6.3. **DDLLC shall not be held fully responsible for the failure to deliver products or services resulting from the 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.
 - 6.4. 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.
 - 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
 - 6.5. **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.**
 - 6.6. **Photography and 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.
 - a. In the event that the Client chooses not to permit photography of the completed project for DDLLC’s promotional and advertising purposes, DDLLC reserves the right to charge an exclusivity fee. This fee is intended to compensate for the potential loss of marketing and advertising opportunities. The amount of the exclusivity fee will be determined based on the estimated value of the advertising exposure that would have been gained from showcasing the project.
 - 6.7. 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.
 - 6.8. **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.**
 - 6.9. 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.
 - 6.10. 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.
 - 6.11. 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.
 - 6.12. **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.

6.13.DD LLC'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 DD LLC for the performance of Services under this Agreement.

6.14.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.


6.15.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.

6.16.Contract pricing/terms is only good for thirty (30) days from date the Agreement was made.

ADDITIONAL NOTES:

CLIENT SIGNATURE: _____

(Date)

DESIGNER SIGNATURE:  _____

DuVäl Design, LLC Representative

(Date)