



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) 495-2760

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 admin@duvalreynolds.com
9926 Main St, Ste 201 www.duvalreynolds.com
Fairfax, VA 22031 O (703) 495-2760

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

- Living Room, Kitchen, Family Room, Dining Room, Office, Powder Rm 1, Powder Rm 2, Master, Master Bath, Bedroom 1, Bedroom 2, Bedroom 3, Basement, Sunroom, Patio, Recreation, Library, Bathroom 1, Bathroom 2, Bathroom 3, Garage, Foyer, Utility Room, Attic, Other

Project Scope:

INTERIOR DESIGN SERVICES

1. SERVICES

- 1.1. In this phase 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... 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 Client agrees to pay an hourly fee of two hundred and ninety-five dollars (\$295) an hour for all services described above. 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, and custom-cabinet constructors, 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 they are incurred by the Designer, where applicable.

- 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. 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.
- 2.3. **Furniture, furnishings, and services are sold to client at MSRP** (manufacturer's suggested retail or suggested market value) **less 20%**. This applies to purchases from direct partnerships with industry manufacturers. In other words, Designer discount will be partly shared between Designer and Client. All orders from online retailers or showroom vendors will be sold to client at their retail/sales price—no discounts or additional mark-ups will apply.
- 2.4. All items proposed by DDLLC and accepted by the Client must be **purchased through DDLLC** only.
- 2.5. **DDLLC will reserve 15% of overall furniture budget, to be applied toward the following:** incoming freight for furniture/fabrics (from vendor to third-party receiver), product receiving, 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.
- 2.6. **DDLLC will not be required to create itemized product lists.** Pricing/Budgeting is designed per room, or floor, of home. Estimated and final costs will be presented to client as one sum and will include the reserved percentage found in 2.3 of this contract.
- 2.7. **Items not included in hourly fees:**
 - a. Long-distance travel expenses (any project visits past 45mins from office) will be expensed at one-fourth of hourly rate (\$73.75/hr), rounded up to nearest 15 min increments.
 - b. Out-of-pocket expenses such as reproduction costs, blueprints, color and B&W photocopying, product samples, or any form of reproduction.
 - c. Transportation cost, such as carrier, delivery, and mileage, incurred by third-party.
 - d. Duties, taxes, and freight associated with shipment of good(s).
 - e. 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 normal billable rates. DDLLC will not be responsible for delays due to defective products, and/or back orders.

3. METHOD OF PAYMENT

- 3.1. Prior to commencing Services, Designer shall receive a Phase One (P1) Fee of _____. 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 and acceptance to work on the Project.
- 3.2. DDLLC will agree to work an initial minimum of _____ hours, or until P1 of the project is complete, at two hundred and ninety-five dollars (\$295) per hour. Hourly billing will begin immediately after Designer fulfills these contracted hours or reaches the P1 amount in billable time (in accordance with contracted services), whichever comes first.
- 3.3. Additional time will be billed for actual hours worked on the Project as follows:
 - a. Phase Two (P2) will begin immediately after the Design Style Presentation, where the main design concepts are articulated to the client in the visual form of a presentation, which expresses the principal ideas and approaches behind the proposed design solutions, often including scaled floorplans, furniture/casegood placements, mood boards with potential colors, materials, finishes, and selections. Payment for P2 will be due, in accordance with the approved hours, prior to the Design Implementation. See attached **DDLLC Proposed Services**.
 - b. Phase Three (P3) will begin immediately following the Final Design Style Presentation with the client. This fee will be invoiced to the client and due, in accordance with the approved hours, prior to Purchasing/Expediting phase.
 - c. Following the completed hours of P1, P2, and P3, the client will be moved to an hourly billing cycle, which will be sent monthly, in which work was accomplished, as it pertains to the Project. Clients will receive detailed emails, each week, leading up to the invoice due date, which will outline the work performed. Design fees are due upon receipt of invoice.
- 3.4. Fabrics, furnishings, and custom furniture orders require 100% payment prior to purchase.
- 3.5. 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 25% of the original cost of the item. DDLLC will not be responsible for the cost of shipping, unless otherwise specified. Any procurement fees charged in connection with returned items will be non-refundable.
 - a. Client recognizes that all items deemed "custom" will be non-refundable. All sales of "custom" merchandise will be final.
- 3.6. 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. All Clients and their representatives agree to provide accurate information. DDLLC is not responsible for misinformation given to them 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 pay invoices in a timely manner, outlined in contract, so long as proposed services have been rendered by DDLLC.
- 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 agrees to resolve all assumed issues with cordial and courteous intentions and approaches.
- 4.6. Clients are responsible to obtain all approvals required by residential management or any governmental agency or otherwise in connection with this Project.

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 requested 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 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 decor 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.
- 5.3. Should Designer agree to perform any design service not described above, such "Additional Service" will be invoiced to Client at two hundred and ninety-five dollars (\$295) per hour. 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.
- 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 first and 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 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.
- 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.

6. ADDITIONAL TERMS:

CLIENT:

(Date)

DESIGNER:

_____ DuVäl Design, LLC Representative

(Date)