



JK DESIGN & CONSULTING, LLC

Interior Design Services Contract Agreement

This Interior Design Services Contract - Agreement is made effective between **JK Design & Consulting, LLC.**, (Designer – JK Design) and _____ (Client) to be rendered for / at _____ (Project - Address) by Designer for Client with respect to interior design services on this day of _____ (date).

WHEREAS Client wishes to engage an Interior Designer to assist in designing and decorating some or all of his/her residence, and Designer wishes to assist Client to design and decorate his/her/their residential or commercial space / property.

THEREFORE, Designer and Client, collectively referred to as the “Parties”, agree to the following:

1. **SCOPE:** Designer shall develop interior furnishing specifications that may include coloration, fabrics, lighting, furnishings and accessories, as required. Designer’s services do not include contractor services, landscape design, or architecture. Designer shall consult other professionals such as lighting consultants, landscape architects, architects, and others as required/necessary. Client acknowledges that Project deadlines are subject to and contingent on the vagaries of the marketplace and the performance of third parties.
2. **SERVICES:** The Designer shall, depending on project requirements, provide some or all of the following services (“collectively Services”) to the Client in accordance with the terms and conditions of this Agreement:
Communication (email/phone calls, etc.) regarding the activities below are included as part of defined “services” payable by the client.
 - Complimentary initial phone consultation and appointment scheduling.
 - Conceptual Design Consultation – visit includes walk through of site, preliminary room sketch, and in-depth discussion to ascertain style options, budget and time frame estimates and other project needs.
 - Design Development /Presentation – Complete measurements and take inventory. Finalize and present design options/recommendations and requirements.

- Provide layout with furnishings, color schemes, interior finishes, wall, floor, window and lighting treatments etc., as required.
- Purchasing materials, ordering, scheduling storage, delivery, vendor coordination, etc.
- Create and oversee a project plan to include acquiring products, referring contractors, coordinating deliveries and installations, arranging furnishings and accessories, etc.
- Conduct periodic quality reviews.

3. **INITIAL CONSULTATION FEE:** Designer shall be compensated on an hourly basis at the rate of \$175 per hour, one- hour minimum, and is due in full at time of service / completion of conceptual meeting.

4. **DESIGN FEE OPTIONS AVAILABLE (Hourly or Quote):**

- **HOURLY:** Designer shall be compensated on an hourly basis at the rate of \$175 per hour. All hours or partial hours Designer is working on and/or for the Project will be considered design fees. Hourly charges will be invoiced to Client in 20-hour increments and are payable by Client upon receipt of invoice. Upon signing this Agreement, Designer shall receive an initial advance, at minimum, of \$3500, (“Retainer”), representing twenty (20) hours of work, which constitutes the minimum fee due Designer for Design Services. The Retainer will be credited against hourly fees otherwise payable by Client to Designer for Design Services at completion of project. Once the balance of Clients hours is completed (the retainer), an additional advance increment of between 10-hours (\$1750) to 20-hours (\$3500) would be requested by Designer from Client, and charged for continued service. This is subject to Designer’s discretion on estimated work still needed to be completed for said project. Hourly charges will be invoiced to the client and shall include a brief description of design services utilized. Designer has sole and executive authority, ability and say, to make other arrangements on amount and hours to be collected, pending scope of project. Interior Design Estimate will reflect chosen option Client agrees to. **Client Accepts (Initial):** _____
- **QUOTE:** A non-refundable retainer of fifty percent (50%) is due to JK Design & Consulting, LLC at the time of approval of the approved Interior Design Estimate and scope of work, as well as before any work whatsoever begins on the Design Services. Final payment of the remaining fifty-percent (50%) balance is due midway through the project or prior to material and furniture orders being placed with vendors. Interior Design Estimate will reflect chosen option Client agrees to. **Client Accepts (Initial):** _____

5. **CLIENT RESPONSIBILITY:** Client must provide reasonable access to the work location to allow Designer., to provide services. Client must have reasonable availability and be responsive for communication and/or to provide approvals to avoid schedule overruns. If Designer determines, after reasonable efforts, that Client cannot perform Client’s obligations arising pursuant to paragraph, or if Client’s personal circumstances change to a degree so as to

render further services to be impractical, then Designer may give written notice to Client of the termination of this Contract and Client shall be responsible for any work completed as of the date of notice.

6. **PURCHASING:** Full payment is required for each item and only upon receipt of full payment as well as approval through communication by the Client, will Designer place Client's order. Designer shall arrange delivery and installation of Designer- purchased furnishings and other items purchased on behalf of the Client for the Project. In addition, Designer will receive procurement fees as a percentage of purchases and shall not be required to reveal "to the trade" related information of any kind. Client is wholly responsible for all items purchased by the Client. No item shall be ordered by the Designer until the product purchase has been approved and prepaid by the Client. The Client upon receiving a receipt or invoice shall reimburse expenses incurred by Designer in the interest of the project. The Designer assumes no liability due to the quality of items or services purchased for the Client. **Client Accepts (Initial):** _____

7. **RECEIVING, INSPECTION, AND DELIVERY OF ITEMS:** Process / Terms via order, inspect and delivery of client's items: Once any / all orders are reviewed and approved of by client, they are then placed via your design consultant / firm and are final sale. After production, they are shipped to a designated receiving company chosen or referred by Designer to Client, as most vendors do not have the option to "drop ship" directly to Client. The receiving company is also a storage and moving professional who will assist Designer with a thorough inspection of all items as they arrive (claims need to be filed within 48 hours for damages), store and then transport to your business / home. The fee for the delivery service is typically billed at a rate of \$195 per hour and they also provide an hourly log for the inspection of items. This can be discussed in more detail with Designer once closer to Client's delivery date(s). **If Client opts out of this service, items need to be picked up within 3 days (72 hours) of receipt at the receiving house, determined and provided by Designer prior to shipment delivery. Client is wholly responsible to inspect, provide any issues, damages, photos, etc. with written communication to Designer within 48 hours of delivery date of Vendors items to designated warehouse. If Client surpasses this deadline, products in that shipment will be considered final sale and out of warranty, with Designer being held harmless for all products, returns, warranty, etc.** **Client Accepts (Initial):** _____

8. **STORAGE:** Product storage is available and will be billed to Client at \$200 per month. This will begin upon Clients first item received and will conclude once all items are removed from said facility designated by Designer.

9. **REFUNDS & CANCELLATIONS:** Once purchased, most items cannot be returned or cancelled, therefore requests to do so will be assessed on a per-item basis with no guarantee of return, cancellation, or refund. Custom items cannot be cancelled or returned. Design Fees and reimbursable expenses are non-refundable, even when associated with a return or cancellation. **Client Accepts (Initial):** _____

- 10. CUSTOM MATERIALS:** Custom furniture, materials, fabrics, any special orders are non-refundable and will be paid for in full at the time of order. Designer does not guarantee color, quality or provide a warranty for items that are purchased online from a retail site. **Client Accepts (Initial):** _____
- 11. NO PRICE GUARANTEE:** Designer cannot guarantee prices of merchandise, interior installation, or other services not performed by Designer. Vendor pricing is subject to change and out of the control of Designer. Designer will make a best-effort to negotiate the best possible price on outside services; however, Designer is not responsible to select the least expensive vendor for a particular task.
- 12. REIMBURSABLE EXPENSES:** Client agrees to reimburse Designer for all out-of-pocket expenses actually incurred by Designer in relation to the Project, including but not limited to, renderings, drafting services, postage and handling, freight, delivery and storage costs. Any charges payable under this Agreement are exclusive of any applicable taxes, duties, or other fees charged by a government body and such shall be payable by the Client to the Decorator in addition to all other charges payable hereunder.
- 13. PAYMENT:** Payment for purchase proposals is due upon receipt of invoice from Designer to Client. Invoices for time billing and reimbursable expenses are due within 10 days. Invoices more than 30 days past due will accrue a 2% late fee per month and all work will cease until invoice is paid. Designer shall be entitled to withhold delivery of any item purchased on behalf of Client should Client fail to make any payments due to Designer in a timely manner, even if the item in question has been paid for in full.
- 14. DRAWINGS:** Designer's drawings are conceptual in nature and are intended to set forth design intent; they are not "to scale" nor to be used for architectural nor engineering purposes. Designer services do not include modifications to structural, heating, air conditioning, plumbing, electrical, ventilation or other mechanical systems in the Project. Designer shall be held harmless for relying on the accuracy of information provided by the Client. Project drawings and documents cannot be used by Client for any purpose other than completion of Project by Designer as set forth in this agreement.
- 15. CONTRACTORS & CONSULTANTS:** Designer is not a general contractor and does not provide contractor services. If project requires contractors and/or consultants to perform work based on Designers concepts, Client will contract directly with each contractor and/or consultant. Designer provides no warranty, guarantee, certification, or responsibility for the performance, quality, or timely completion of any work performed or materials installed by Contractors, nor their agents or employees. Designer shall cooperate with and observe Consultants for the purpose of general conformity of the design plan but is not responsible for their oversight. If the nature of the project requires engagement of any contractors to perform work (i.e.; painters), the client shall enter into contracts directly with the concerned contractor. Delays by Client (lack of access to premises,

information/decisions or resources) suppliers or contractors shall extend Designer's time to perform and potential added cost associated with, in respect for Designer's services.

16. PERMITS: Client is responsible for obtaining any and all required permits, approvals and compliance required by any governmental agency.

17. INSURANCE: Client is required to have insurance coverage for all furnishings and materials during handling, moving, storage, and installation. Client is responsible for ensuring that their insurance coverage is sufficient per this Agreement. Designer cannot be held responsible to inadequate insurance coverage.

18. PHOTOGRAPHS & PUBLICITY: Client agrees to allow Designer and/or Designer's representatives to photograph Project during all stages of Design Services including when project is complete. Photographs will be used for business purposes, including, but not limited to: press, publications, online, social media, marketing, advertising, and print. Designer will not disclose address or Client's name without prior written consent. Costs of photographs and publicity are the responsibility of the Designer. Additionally, if Client or Client's agents document the Project, Designer shall be given credit as the designers if documentation is released to the public.

19. OWNERSHIP OF DESIGN: Designer shall retain ownership of the design, including but not limited to: drawings, renderings, sketches, samples, and other materials prepared by Designer for the Project. Ownership shall include copyrights, trademarks, patents, intellectual property, or other proprietary rights existing in design.

20. TERMINATION: Designer or Client can terminate this agreement at any time, without notice, by notifying the other party in writing. Client will be responsible for any outstanding reimbursable charges, out-of-pocket expenses, and hourly fees up to and including the date of termination. Any in-process purchases or orders too late to be stopped or cancelled will be completed by Designer and delivered to Client at a compensated rate of \$175 per hour. If a balance remains in Client's account, the amount will be refunded less any outstanding reimbursable charges or design fees. Client and Designer mutually agree to take no action which is intended or would reasonably be expected to harm the Designer's or Client's reputation or which would reasonably be expected to lead to unwanted or unfavorable publicity to the Designer or Client. This Contract will conclude automatically upon completion by Designer of the Services required by this Contract. A final invoice or other communication by Designer shall suffice for such a termination.

21. WARRANTIES AND LIMITATION OF LIABILITY: Neither the Designer, Designer's Consultants, nor their agents or employees shall be jointly or individually liable to the Owner for an amount in excess of the proceeds of the available professional liability insurance coverage. The Designer represents and warrants that he/she will

perform the Services with reasonable and skill and care, as well as meet its obligations under this Contract in a timely and professional manner, using knowledge and recommendations for performing the services which meet generally acceptable standards in both Parties community and region. Designer cannot guarantee that actual prices for merchandise and/or interior installations or other costs or services as presented to Client for the proposed budget. Neither Party will disclose any information of the other which comes into their possession under or in relation to this Agreement and which is of a confidential nature. The failure of either party to enforce its rights under this Agreement at any time for any period shall not be construed as a waiver of such rights. Neither Party shall be liable for failure to perform any obligation under this Agreement if the failure is caused by any circumstances beyond its reasonable control, including but not limited to acts of God, war, or industrial dispute.

22. CHANGES TO AGREEMENT: The parties agree that the terms of this Agreement may be changed only in writing signed by both parties and that no oral changes or waivers are permitted.

AGREEMENT OF TERMS: I have read, understand, and approve of the policies outlined in this **Interior Design Services Contract Agreement**, and agree to be legally bound to their terms:

Agreed by the Parties hereto:

Client: _____ **Date:** _____

Client Signature: _____

Client: _____ **Date:** _____

Client Signature: _____

Designer: _____ **Date:** _____

Designer / CEO Signature: _____

JK Design & Consulting, LLC. / CEO

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