



INTERIOR DESIGN CONTRACT & AGREEMENT

*This agreement has been adapted from ASID document ID 122: Residential Design Services Agreement
DuVäl Design, LLC | 9840 Main St, Ste 201, Fairfax, VA 22031 | M 703.989.0521*

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
9840 Main St, Ste 201
Fairfax, VA 22031

(703) 989-0521
duval@duvalreynolds.com
www.duvalreynolds.com

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

<input type="checkbox"/> Living Room	<input type="checkbox"/> Powder Rm 1	<input type="checkbox"/> Bedroom 2	<input type="checkbox"/> Recreation	<input type="checkbox"/> Garage
<input type="checkbox"/> Kitchen	<input type="checkbox"/> Powder Rm 2	<input type="checkbox"/> Bedroom 3	<input type="checkbox"/> Library	<input type="checkbox"/> Foyer
<input type="checkbox"/> Family Room	<input type="checkbox"/> Master	<input type="checkbox"/> Basement	<input type="checkbox"/> Bathroom 1	<input type="checkbox"/> Utility Room
<input type="checkbox"/> Dining Room	<input type="checkbox"/> Master Bath	<input type="checkbox"/> Sunroom	<input type="checkbox"/> Bathroom 2	<input type="checkbox"/> Attic
<input type="checkbox"/> Office	<input type="checkbox"/> Bedroom 1	<input type="checkbox"/> Patio	<input type="checkbox"/> Bathroom 3	<input type="checkbox"/> 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. Determine Client's design preferences/requirements and conduct an initial design study, which will include on-site notes and pictures.
 - b. Measure the space(s) in order 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 elevations, reflected ceiling plans, technical drawings for millwork and design/build project management.
 - d. Prepare layout showing location of movable furniture/furnishings. Prepare schematic plans for recommended cabinet work, interior built-ins and other interior decorative details ("Interior Installations").
 - e. Selection of fabrics, furnishings, finishes, paint colors, window drapery treatments, lighting, accessories, artwork and architectural treatments.
 - f. Consult with architects, contractors, or other advisors who might 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 sub trades; however, DDLLC will not be responsible for the performance, quality, timely completion or delivery of any work, materials or equipment furnished by sub trades. In the event project delays occur due to Client's sub trade, costs may be incurred.
- 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 twenty-five dollars (\$225) 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 at the first (1st) and fifteenth (15th) of each month. **All payments are due within fifteen days (15) of receipt of invoice.** Payments to third-party consultants are due in accordance to 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 retail** (suggested retail or suggested market value) **less 50% of any discount** (suggested wholesale); **where the discount is greater than 10%.** In other words, Designer discount will be split between Designer and Client, where discount is greater than 10%.
- 2.4. **DDLLC will reserve 12.5-15% 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, off-site assembly, construction/set-up, delivery (from receiver to end-user), removal of all unwanted trash/debris, and all state sales taxes.
- 2.5. **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 2.4 of this contract.
- 2.6. **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 (\$56.25/hr), rounded up to nearest 15 min increments.
 - b. Out-of-pocket expenses such as reproduction costs, blueprints, color and B&W photocopying, or any form of reproduction.
 - c. Transportation cost, such as carrier, delivery, and mileage.
 - 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.
- 2.7. 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, or back orders.

3. METHOD OF PAYMENT

- 3.1. Prior to commencing Services, Designer shall receive an Initial Design Fee (IDF) 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 the project is completed, at two hundred and twenty-five dollars (\$225) per hour. Hourly billing will begin immediately after Designer fulfills these contracted hours or reaches the IDF 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. Invoice will be sent bi-weekly, in which work was accomplished, as it pertains to the Project. Clients will receive details which outline the work performed. Design fees are due upon receipt of invoice.
 - b. Contracted hours may be billed in packages of 5, 10, 20, or 30hrs, determined by Designer, conditional to project requirements.
- 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 supplier's discretion and subject to a restocking fee. 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. MISCELLANEOUS

- 4.1. Should Designer agree to perform any design service not described above, such "Additional Service" will be invoiced to Client at two hundred and twenty-five dollars (\$225) per hour. Hourly charges will be invoiced to Client and are payable upon immediate receipt of invoice.
- 4.2. 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.
- 4.3. 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.
- 4.4. 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.
- 4.5. **All concepts, drawings and specifications prepared by Designer's firm ("Project Documents") and all copyrights and other proprietary rights applicable thereto remain at all times, 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.**
- 4.6. 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.
- 4.7. 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.
- 4.8. **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 any and 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.
- 4.9. Client will provide Designer with access to the Project (and location) and all information Designer may need to complete the Project. It is Client's responsibility to obtain all approvals required by residential management or any governmental agency or otherwise in connection with this Project.
- 4.10. Client nor Designer may assign their respective interest in this Agreement without the written consent of the other.
- 4.11. This Agreement is a complete statement of Designer's and Client's understanding. No representations or 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.
- 4.12. Contract pricing/terms is only good for thirty (30) days from date the Agreement was made.

5. ADDITIONAL TERMS:

CLIENT:

(Date)

DESIGNER:

DuVäl Design, LLC Representative (Date)