



## INTERIOR DESIGN SERVICES AGREEMENT

This Agreement is made this \_\_\_\_ day of \_\_\_\_ in the year \_\_\_\_\_, between (name/ address) \_\_\_\_\_ the “Client”), and Couture House Interiors (the “Company”).

For and in consideration for the fees paid, services provided, the mutual covenants and obligations of the parties provided for herein, and for other good and valuable consideration, the CLIENT and COUTURE HOUSE INTERIORS agree as follows:

### **INTERIOR DESIGN SERVICES:**

The scope of work, fee structure, and monthly draw amount has been agreed upon by the Client and the Company as described in the “Project Scope” addendum attached hereto and incorporated herein by this reference.

### **FEE STRUCTURE:**

#### **Design Services by the Hour**

Design Fees are specific to each job and billed at an hourly rate of \$150/hr. The retainer amount provided below and/or any estimate of fees provided to the client does not represent the amount of fees that will be incurred during the course of work for your project. No designer can accurately predict the exact amount of time and effort it will take to ensure your project meets its full potential. The scope of these services to be provided on an hourly basis is to be agreed upon by the client and the Company, and is subject to the following conditions:

- A \$3,000 retainer is required to commence work (applied as a credit to hourly billing)
- Hourly design time will be billed once monthly at \$150/hr., and payment is considered late if not paid within thirty (30) days of receipt of each invoice, respectively. A 20% late fee will be applied to invoices after 30 days.
- A procurement fee may be charged for any materials/products sourced or purchased by the Company for the Client, not to exceed retail pricing.

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*and/or*

**Design Services by Project Fee**

Project fees are specific to each job, and are calculated after reviewing the objectives discussed with the Client and the Company. At any point, if the client requests services outside the agreed upon scope of work, the Client will be charged any additional expenses to be incurred under the new scope of work, and additional design fees either at an hourly rate of \$125/hr., or through an additional project fee to cover the additional expenses or fees which were not previously anticipated by the Company. The Client will be notified prior to the start of this additional work to discuss the fees involved. The following conditions also apply to this Project Fee structure:

- A percentage of the project fee (minimum of \$2,500), will serve as a retainer, and is required to commence work (applied as a credit to monthly draws);
- Periodic Draws have been agreed upon by the Client and the Company, as provided on the “Project Scope” Addendum attached hereto; and
- A procurement fee may be charged for any materials/products sourced or purchased by the Company for the Client, not to exceed retail pricing.

**PAYMENT TERMS:**

Design time will be billed once monthly. We will not proceed with your design project until we receive your retainer fee and written authorization to begin. A 75% deposit for all materials/products sourced or purchased by the Company must be paid to the Company before the order is placed. Custom order items are not returnable. Any re-stocking, return shipping fee, or other charge by the material/product supplier or otherwise incurred by the Company may be charged to the Client if the Client elects to return an item for a reason not caused by the supplier of the Company. Invoices will be sent to the client via email. Unless otherwise specified in writing by the Client. Payments are due within 30 days of receipt of the invoice. A 20% late fee will be charged to all principal amounts owed under each invoice that remain unpaid 30 days after receipt of that invoice by the Client. If the Company engages legal counsel to file a lawsuit or pursue any legal remedies in connection with any

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unpaid amount, then the Client will be responsible for any attorney fees or other legal costs incurred by the Company.

**MISCELLANEOUS:**

- Disbursements incurred by the Company in the interest of the Project shall be reimbursed by client to the Company upon receipt of the Company's invoices. Reimbursements shall include, among other things, costs of local and long-distance travel, duplication of plans, drawings and specifications, and the like.
- The Company'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. The Company does not provide architectural or engineering services. The Client waives and release any claim alleging injury or damage is caused by any design defect of the Company, and if it uses any drawings or specifications for architectural or engineering purposes, then the Client further agrees to indemnify the Company for any damages, fees, expenses, costs, or the like, alleged by any third party to be the result of alleged design defects.
- The Company's services shall not include undertaking any responsibility for the design or modification of the design of any structural, heating, air-conditioning, plumbing, electrical, ventilation, or other mechanical systems to be installed at the Project.
- Should the nature of the Company's design concepts require the services of any other design professional, such professional shall be engaged directly by Client pursuant to a separate agreement as may be mutually acceptable to the Client and the other design professional.
- As the Company requires a record of the Company's design projects, Client will permit the Company or the Company's representatives to photograph the Project during the design process and upon completion of the Project. The Company may use photographs for the Company's business purposes by posting on social media outlets and its website portfolio, but shall not disclose any Project location or the Client's name without the Client's prior written consent.

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- All concepts, drawings and specifications prepared by the Company's firm ("Project Documents") and all copyrights and other proprietary rights applicable thereto remain at all times the Company's property. Project Documents may not be used by the Client for any purpose other than completion of the Project by the Company.
  - The Company cannot guarantee that actual prices for merchandise and/or interior installations or other costs or services as presented to the Client will not vary either by item or in the aggregate from any proposed budget presented to the Client.
  - This Agreement may be terminated by either party upon the other party's default in performance, provided that termination may not be affected 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 The Company, and Client shall remain liable for all outstanding obligations owed by Client to The Company and for all items of merchandise, interiors installations and other services or order existing on the termination date.
  - In addition to all other legal rights, the Company shall be entitled to withhold delivery of any item of merchandise or the further performance of interiors installations or any other services, should Client fail to timely make any payments due to the Company.
  - The parties agree to submit themselves to the jurisdiction and venue of any Court located in Macon-Bibb County, Georgia, which is appropriate to handle the claims alleged by either party. Therefore, any legal action filed by either party must be filed in an appropriate Court located in Macon-Bibb County, Georgia.
  - Client will provide the Company with access to the Project site and all information the Company may need to complete the Project. It is Client's responsibility to obtain all approvals required by any governmental agency or otherwise in connection with this Project.
  - Any sales tax applicable to Design Fees, and/or merchandise purchased from or through the Company, and/or interior installations completed by the Company shall be the responsibility of Client.

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- Neither Client nor the Company may assign their respective rights or obligations in this Agreement to any third party without the written consent of the other.
  - The laws of the State of Georgia shall govern this Agreement.
  - If any provision of this Agreement is held to be void or unenforceable under any law, then it shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon both the Company and Client.
  - This Agreement, and other documents delivered pursuant hereto or incorporated by reference herein contain the entire agreement between the parties hereto and supersede all prior agreements or understandings between the parties hereto relating to the subject matter hereof. No oral representation, agreement or understanding made by any party hereto shall be valid or binding upon the parties hereto. This Agreement can only be modified by a writing signed by both the Company and the Client.

CLIENT:

COUTURE HOUSE INTERIORS:

By: 

By: \_\_\_\_\_ Owner/Principal Designer

[NAME]

[NAME & TITLE]