

So Simply Interiors **Terms & Conditions**

The signed Interior Design Contract agreement is made with reference to the following facts:

- A. SERVICE PROVIDER is engaged in the business of providing consulting and design services.
- B. SERVICE PROVIDER wishes to provide the following services for CLIENT:
 - 1. Collaboratively work with CLIENT to evaluate and elevate interior design of spaces that are specified in the Interior Design Contract.
- C. CLIENT wishes to contract with SERVICE PROVIDER for the services listed above under the following terms and conditions.

IN CONSIDERATION of the foregoing, and in further consideration of the mutual covenants and representations as set forth in this Agreement, the parties, intending to be legally bound, hereby agree as follows:

- 1. SERVICES.** SERVICE PROVIDER is hereby engaged as an interior designer to perform services on behalf of the CLIENT as specifically agreed upon by the Interior Design Contract and Statement of Work
 - A.** SERVICE PROVIDER shall devote such of its productive time, energy, and abilities as is necessary to properly and efficiently perform its duties to the CLIENT.
 - B.** During this term, work priority and scheduling will be at the discretion of SERVICE PROVIDER.
 - C.** SERVICE PROVIDER will provide all services in compliance with all applicable local, state, and federal laws and regulations.
 - D.** SERVICE PROVIDER agrees to be accessible for inquiries, either by phone or email, between the hours of 9:00am and 4:00pm Pacific Standard Time, Monday through Friday, holidays excluded.

2. CLIENT REQUIREMENTS

CLIENT shall provide access to all necessary information additional requested information, etc.

- 3. COMPENSATION.** For all services provided under this Agreement, CLIENT shall compensate SERVICE PROVIDER as follows:

CLIENT shall compensate SERVICE PROVIDER at the agreed rate specified in the Interior Design Contract.

Any expenses exclusive of normal overhead are not included in this agreement and will be billed separately and approved by CLIENT prior to purchase. All invoices will be due upon receipt.

All materials furnished by CLIENT will remain the property of Client.

The results of any and all work performed by SERVICE PROVIDER for Client, including any designs created, documents created, property specific reports will remain property of Client. Client may use this material in any way deemed appropriate.

4. **TERM.** This Agreement shall remain effective as of the date of the signed Interior Design Contract through completion of specified services listed in Interior Design Contract, subject to termination pursuant to section 5.
5. **TERMINATION.** Either party may terminate this Agreement before the expiration of the term of the Agreement pursuant to any of the following applicable provisions:
 - A. **Mutual Agreement** This Agreement may be terminated at any time upon the written concurrence of the parties.
 - B. **Without Cause** This Agreement may be terminated without cause by either party upon thirty (3) days written notice to the other party served personally or by prepaid registered mail.
 - C. **With Cause** This Agreement may be terminated for cause on the occurrence of any of the following events; provided, however, that the defaulting party has been given written notice served personally or by prepaid registered mail of its deficiencies and has failed to correct such deficiencies within thirty (30) days after receipt of such notice (or such longer time as agreed upon by the parties). Termination pursuant to this subsection shall be effective at the expiration of the 30-day cure period (or such longer period as agreed upon for cure).
 - (i) The occurrence of circumstances that make it impossible or impracticable for the business of CLIENT or SERVICE PROVIDER to be continued and/or the business of CLIENT or SERVICE PROVIDER is discontinued. This includes but is not limited to the following: the loss and/or restriction of any license to perform business; the filing of a voluntary or involuntary petition in bankruptcy in which either party is named as a debtor; or the sale or transfer or loss of substantially all of the party's assets.
 - (ii) The willful or negligent breach of, or failure to perform, any material provision of this Agreement by either party. This includes the commission by either party of any act of gross dishonesty, fraud, or misrepresentation as would prevent the effective performance of the duties of either party hereunder.

(iii) The habitual neglect by either party of that party's respective duties under this Agreement.

6. **INDEPENDENT CONTRACTOR.** No relationship of employer and employee is created by this Agreement. SERVICE PROVIDER is and shall remain an independent contractor, and not an employee of CLIENT. Therefore:

A. CLIENT shall not exercise control over methods by which SERVICE PROVIDER performs this Agreement. SERVICE PROVIDER shall be responsible only for good faith performance according to generally accepted professional standards, and not for the particular manner in which SERVICE PROVIDER exercises its judgment. The interests and responsibilities of CLIENT are to ensure the end result that the services covered by this Agreement are performed in a competent, efficient and satisfactory manner.

B. SERVICE PROVIDER shall have the right to perform service for others during the term of this Agreement. When performing the contractual obligations under this Agreement, SERVICE PROVIDER may, at SERVICE PROVIDER's own expense, employ such individuals, as SERVICE PROVIDER deems necessary to carry out SERVICE PROVIDER'S duties under this Agreement.

7. **REPRESENTATIONS BY SERVICE PROVIDER AND CLIENT.**

- A. SERVICE PROVIDER is qualified by reason of its education and experience to render expert and professional services of the kind required pursuant to this Agreement.
- B. SERVICE PROVIDER has available or can make available the time and resources to perform its duties hereunder and will not be in violation of any applicable law or regulation or any other agreement in so doing.
- C. The parties agree to defend, indemnify and hold one another, their directors, trustees, officers, employees, students, and agents harmless from and against any and all liability, loss, expense, including reasonable attorney's fees, or claims for injury or damages arising out of the performance of this Agreement, but only in the proportion to and to the extent such liability, loss, expense, attorney's fees, or claims for injury or damages are caused by the result from the negligent or intentional acts or omissions of the indemnifying party, its directors, trustees, officers, employees, students, or agents.

8. **CONFIDENTIALITY.** Both parties recognize the importance of confidentiality and will adhere to industry standards and requirements. All records provided by CLIENT shall be at all times the sole property of CLIENT. SERVICE PROVIDER and CLIENT shall protect the confidentiality of each other's records and information and shall not disclose confidential information to a third party who does not have legal right to such information without the prior written consent of the other.

9. **VALIDITY OF TERMS.** In the event any portion of this Agreement is declared invalid or void by a court or arbitrator, such portion shall be severed from this Agreement, and the remaining provisions shall remain in effect, unless the effect of such

severance would be to alter substantially the Agreement or obligations of the Parties, in which case the Agreement may be immediately terminated.

10. **DISPUTE RESOLUTION**: The parties shall use their best good faith efforts to cooperate with each other in connection with the performance of their respective obligations under this Agreement, and to resolve disputes quickly and in a professional and businesslike manner. If the parties are unable to resolve the dispute, the parties shall comply with the following procedures:

A. **Meet and Confer**: The parties agree to meet and confer on any issue that is the subject of a dispute under this Agreement (“Meet and Confer”) as a condition precedent to the mediation and arbitration provisions of subsections B and C of this Paragraph 13. The party seeking to initiate the Meet and Confer procedures (“Initiating Party”) shall give written notice to the other party, describing in general terms the nature of the dispute, the Initiating Party’s position and a summary of the evidence and arguments supporting its position, and identifying one or more individuals with authority to settle the dispute on such party’s behalf. (The individuals so designated by a party shall be known as the “Authorized Individuals.”) The party receiving such notice (the “Responding Party”) shall have ten (10) business days within which to respond. The response shall include the Responding Party’s position and shall also identify one or more Authorized Individuals with the authority to settle the dispute on such party’s behalf. The Authorized Individuals for the parties shall meet at a mutually acceptable time and place within thirty (30) days of the Initiating Party’s notice and thereafter as often as they deem reasonably necessary to exchange relevant information and to attempt to resolve the dispute. If this matter has not been resolved within sixty (60) days of the Initiating Party’s notice, or if the Responding Party will not meet within thirty (30) days of the Initiating Party’s notice, the matter shall be submitted to mediation by either party by written notice.

B. **Mediation**: Within ten (10) business days of the notice of submission to mediation, the parties shall agree upon a mediator. If the parties are unable to agree, a mediator shall be appointed by the American Arbitration Association. In consultation with the mediator selected, the parties shall promptly designate a mutually convenient time and place for the mediation, such time to be no later than thirty (30) days after selection of the mediator. At the mediation, each party shall be represented by persons with authority to negotiate a resolution of the dispute and may be represented by counsel. The mediator shall determine the format for the meetings. The mediation session shall be private. The fees and expenses of the mediator shall be borne equally by the parties.

C. **Arbitration**: If the dispute has not been resolved within ninety (90) days after it has been submitted to mediation, the dispute shall be submitted by either party by written notice to binding arbitration in accordance with the then prevailing rules of the American Arbitration Association. Judgment upon the award rendered may be entered and enforced in the appropriate state or federal court sitting in

Placer County, California. The arbitrator shall be knowledgeable in and familiar with health care delivery systems, shall have jurisdiction to resolve disputes only in accordance with the provisions and limitations of this Agreement, shall follow substantive rules of law to the extent not inconsistent with this Agreement, shall require the testimony be transcribed at the request of any party, and shall render a decision in writing accompanied by a finding of facts and a statement of reasons for the decision. The place of arbitration shall be in Roseville, California.

11. **ENTIRE AGREEMENT:** The Agreement constitutes the entire agreement between the parties named herein and pertaining to the subject matter described in the body of this Agreement. This Agreement supersedes any previous agreements, representations and understandings written, verbal or implied, between the parties named herein.
12. **ATTORNEY'S FEES:** In the event of any legal action or proceeding between the parties relating to or arising from the Agreement, the prevailing party or the party designated as such by the arbitrator or judge shall be entitled to receive reasonable attorney's fees, costs, and other expenses, in addition to whatever other relief may be awarded, including such fees and costs as may be incurred in enforcing a judgment or order entered in any arbitration or action. Any judgment or order entered in such arbitration or action shall contain a specific provision providing for the recovery of such attorney's fees and costs. In addition, any award of damages as a result of the breach of the Agreement or any of its provisions shall include an award of pre-judgment interest from the date of the breach at the maximum rate of interest allowed by law.
13. **NOTICE:** All notices to be given in connection with this Agreement shall be in writing, and shall be deemed effective when personally delivered, when sent by facsimile (together with proof of transmission and provided a hard copy is mailed within one business day); when mailed by certified mail, return receipt requested; or when deposited with a comparably reliable postage delivery service (such as Federal Express); addressed to the party entitled to receive such notice at the address specified below by such party, or changed by written notice in accordance with this section. Notice can also be given by email.

CLIENT: (Name and Address listed on Interior Design Contract)

SERVICE PROVIDER:

So Simply Interiors
3550 Bankhead Rd Loomis CA 95650
530.301.8480
design@sosimplyinteriors.com

The parties may change their respective addresses by giving each other prior written notice of the change

14. **GOVERNING LAW:** This Agreement shall be governed by and construed in accordance with the laws of the State of California.

15. **MISCELLANEOUS:** When the context and construction so require, all words used in the singular herein shall be deemed to have been used in the plural, and vice versa, and the masculine shall include the feminine and neuter, and vice versa. The word “person” as used herein, shall include any individual, company, firm, association, partnership, corporation, trust or other legal entity of any kind whatsoever.