

Interior Design Agreement

This Interior Design Agreement is between Stage Coach Services LLC (Designer) and **client's name** (Client) with respect to interior design services to be rendered for **full project address** (Project) by Designer for Client dated **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 residence,

THEREFORE, Designer and Client agree to the following:

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. Client acknowledges that Project deadlines are subject to and contingent on the vagaries of the marketplace and the performance of third parties.

DESIGN FEES: Designer shall be compensated on an hourly basis at the rate of \$125 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 10-hour increments and are payable by Client upon receipt of invoice. Upon signing this Agreement, Designer shall receive a non-refundable initial advance of \$625, ("Retainer"), representing five (5) 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. All Design Fees are non refundable.

PURCHASING: Purchasing is billed at a rate of \$125per hour. Full payment is required for each item and only upon receipt of full payment Designer will place 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. There are three categories of purchases: To-the-Trade Only, Designer Discount, and no designer discount available. Purchase fees are different for each type of purchase category. For To-the-Trade-Only purchases there will be a procurement fee. See Interior Design Fee Schedule, Exhibit A, attached hereto. For Designer Discount purchases, Client will receive 50% of Designer discount and Designer will receive 50%. When practical, Designer will present specification to Client for Client to purchase direct from vendor. This is typically done when there is no discount available to split. Client is wholly responsible for all items purchased by the Client.

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 or cancellation. Custom items cannot be cancelled or returned. Requests for returns and cancellations will be billed hourly. Design Fees and reimbursable expenses are non-refundable, even when associated with a return or cancellation.

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.

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. Client shall reimburse Designer for all travel, lodging, and meal expenses incurred by Designer and Designer's staff (where necessary) in connection with the Project.

PAYMENT: Payment for purchase proposals is due within 3 days. Invoices for time billing and reimbursable expenses are due within 14 days. Invoices more than 30 days past due will accrue a 10% 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.

DRAWINGS: Designer's drawings are conceptual in nature and are intended to set forth design intent; they are not to be used for architectural or 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.

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.

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

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.

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.

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.

HAVE FUN: Contracts are serious but the design process itself should be fun! Stage Coach Services strives for the most comfortable, enjoyable, and transparent design experience possible. Open communication and honest feedback help ensure the process is as enjoyable as possible.

FAQS & POLICIES: I have read, understand and agree to the policies outlined in the document FAQS & POLICIES. Initials Initials

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 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 hourly rate. 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.

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.

DISPUTES: All disputes arising from this Agreement shall be resolved by binding private arbitration in Bucks County, Pennsylvania with each party to bear its own fees and costs. This agreement is governed by Pennsylvania law.

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.

VENUE: This Agreement shall be construed according to the law of the Commonwealth of Pennsylvania.

I have read and understood this Agreement and the attached FAQs and Policies, and agree to be legally bound to their terms:

Signature

(Name, printed)

Date

Interior Design Agreement FAQs & Policies

CAN I SHOP ON MY OWN? Here is where communication is key! My ego won’t be hurt, but you need to be aware of potential design repercussions. You have hired me to design and complete a vision for your space, and I will spend a great deal of effort to make sure each piece works seamlessly with all the other pieces so the overall result is beautiful and functional and within budget. I ask that you consult with me before purchasing items because that selection may not be a good fit for the design, space, or budget. The selection may mean that we need to make other changes to make everything coordinate well. This can mean a cost for additional Designer hours to rework the design and it may impact other purchases to make your selection work. That said, if you fall in love with something that pleases you even more than my design recommendations , then we consider you lucky to have found it, and we need to find a way to work it into the design.

WHAT ADDITIONAL COSTS CAN I EXPECT? I do my best to give you a full cost outlook of each item, but additional costs such as storage, shipping, installation, or unexpected labor do occasionally happen. For a very detailed explanation of possible hidden costs read: [The Hidden Costs of Interior Design](#)

DO YOU WORK WITH CONTRACTORS? I work with the contractors hired by the client. I love working with other design professionals to create your custom space. I prefer to use professionals that I have worked with on previous projects and can provide recommendations when necessary. Stage Coach Services LLC does not provide contractor services; so independent architects and contractors hired by the client are an integral part of the process.

HOW LONG DO PROJECTS NORMALLY LAST? This depends on the scope of the project and what is purchased. Occasionally there are delays caused by weather, vendor vacations, factory errors, and other unpredictable influences that are out of my control. The client as well as all professionals hired to work on the project are expected to not cause unreasonable delays in the project.

HOW DO I PLACE AN ORDER? Once you receive a Proposal you have 3 days to either accept or decline the item. For acceptance, a signed copy of the proposal or approval along with full payment is required to place an order. No item will be ordered by Designer until Designer receives signed proposal and full payment. The main reason for the short time frame is that item availability can change quickly.

CAN I CHANGE MY MIND AFTER AN ORDER IS PLACED? Most often orders cannot be cancelled or refunded. In the event that a full refund can be attained you may cancel the order and receive a refund for the cost of the item minus the purchasing fee and any other applicable fees, such as restocking fees or shipping costs. You will be charged hourly for the time spent on cancelled orders. Custom orders are non refundable.

WHEN ARE PAYMENTS DUE? Payments for proposals are due within 3 days. Invoices for time billing and reimbursable expenses are due within 14 days. Invoices more than 30 days past due will accrue a 10% late fee per month and all work will cease until invoice is paid.

WHAT IF I DECIDE MID-PROJECT I WANT TO ADD MORE TO THE SCOPE OR I FALL IN LOVE WITH SOMETHING IN A MAGAZINE? Since I work hourly, increasing the scope is not a problem. Keep the communication open and let me know as soon as possible if you want to change anything. Changing one little thing can have a big domino effect on other choices to make sure everything looks right together, so be aware it may impact the overall budget if other purchase changes are required to make the new choice work. Our goal is to make sure that in the end, you absolutely love your newly designed space! That's the whole point, right?

WHAT IF I HAVE CONCERNS ABOUT AN ITEM? Please bring these to my attention immediately and we will discuss your concerns and if necessary, find a more desirable solution. The decision about what is purchased and installed in your home is ultimately yours. Our goal is for you to love your space.

WHAT ABOUT BUDGET? We can work within your budget, whether you are looking for a completely custom masterpiece or more along the lines of Pottery Barn or a mix of the two. Having a budget is very important for the project running smoothly and for your expectations to be met.

WHAT IS THE DIFFERENCE BETWEEN A SPECIFICATION & PROPOSAL? A Specification is a document in which I provide the details for you to purchase an item yourself directly from the vendor. You will pay the vendor directly. We do that when there is no discount advantage for ordering through a designer. A Proposal is a document in which I am requesting payment for items so that I can purchase the item on your behalf at my discounted cost. Proposals are payable to Stage Coach Services LLC.

HOW ARE ITEMS DELIVERED? We perform one large installation of all your items. This includes all furniture and accessories purchased. Most vendors will not deliver directly to the Client's home. They will only deliver to a Designer's warehouse. Items are usually coming from multiple vendors who all have significantly different timing for delivery. As they arrive, items purchased by Stage Coach Services go into a secure, insured warehouse awaiting the remaining items. When everything has been received, we schedule the installation day. Besides saving you added costs and inconvenience for multiple deliveries, this allows us to give you "The Big Reveal" at the end of installation day. It's much more fun that way.

Clients are responsible for all shipping, storage, & delivery fees.

