

## DESIGN PROCESS SUMMARY

### WHAT TO EXPECT — LANDSCAPE DESIGN PROCESS

#### STEP 1: RESERVING YOUR SPOT

A 50% deposit reserves your place in the design queue.

#### STEP 2: DESIGN DEVELOPMENT

Your design includes:

- Site analysis & measurements
- A to-scale landscape plan
- Plant selections suited to your site and requests
- 3D renderings (if selected)

#### STEP 3: REVIEW & REVISIONS

You'll receive your draft design and meet with me via Zoom to review it.

Each project includes:

- One hour hardscape revision
- One hour planting revision

#### STEP 4: FINAL DELIVERY

You'll receive:

- Final PDF plans
- Plant schedule & notes
- 3D video (if applicable)

### IMPORTANT NOTES

- Designs are **conceptual**, not construction documents
- HOA / permit approval is the homeowner's responsibility
- Timelines are estimates — quality is never rushed

My goal is to give you a design that feels intentional, functional, and truly tailored to your space.

Project Site: \_\_\_\_\_

**3D Design Package**  
**Back or Front Yard Package - Complexity Level III**

\$

- 1) Initial site visit/return visit for measurements if needed (non-client visit)
- 2) Droning of site if needed (ordered at Designer's discretion)
- 3) 3D rendered video of the project from day to night
- 4) Scaled 2D plans for hardscapes and plantings
- 5) Project plants schedule and information
- 6) One zoom meeting for review (not to exceed one hour)
- 7) One round of revisions for the hardscape concept, which may include sending revised screenshots/video and allowing for one more adjustment request
- 8) One round of revisions for plants and/or lighting

**PAYMENT SCHEDULE**

Amount	Due Date
\$	At signing
\$	To be communicated upon deposit payment

Initial: \_\_\_\_\_

**SCOPE OF WORK:**



# LANDSCAPE DESIGN SERVICES AGREEMENT

This Landscape Design Services Agreement ("Agreement") is entered into on

\_\_\_\_\_ ("Effective Date"), by and between the following parties:

## 1. PARTIES

## Designer

## Landscape Designs by Hala

Hala Issa

Email: [hala@designsbyhala.com](mailto:hala@designsbyhala.com)

Telephone: (919) 522-6899

## Client

## Name

Mailing Address: \_\_\_\_\_

Email: \_\_\_\_\_

Telephone:

Project Site: \_\_\_\_\_

Designer and Client may be referred to individually as a "Party" and collectively as the "Parties."

## 2. PURPOSE OF AGREEMENT

Client desires to retain Designer to provide professional landscape design services for the property located at the address listed above ("Project Site"). Designer agrees to provide such services in accordance with the terms and conditions set forth in this Agreement.

### 3. SCOPE OF SERVICES

Designer shall provide a **landscape design concept plan**, which may include **2D plans and/or 3D renderings and video** (collectively, the "Services"), for the specific areas of the Project Site as agreed upon in the selected design package.

**Note:** If Client selects a **2D (flat plan) only** package, all provisions related to 3D modeling and video renderings shall not apply.

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## 4. DESIGN PROCESS & REVISIONS

### 4.1 Included in Design Package

Unless otherwise stated in writing, the design package includes:

- Initial site analysis and client interview
- One non-client site visit for measurements (including drone imagery if required)
- One (1hour) Zoom review session
- One (1) round of hardscape revisions
- One (1) round of planting revisions
- Digitally delivered, to-scale landscape plan (PDF format)
- Plant list and plant information
- 3D concept rendering video (YouTube link or downloadable file upon request, if applicable)

Client acknowledges that **only a licensed surveyor's as-built survey is considered accurate by municipalities.**

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### 4.2 Review Sessions & Client Responsibilities

- Client must be available for a **30–60-minute Zoom review session** within **one (1) week** of Designer's notification that the concept is ready.
- The **remaining balance must be paid in full prior to release** of the draft concept (3D video or flat plan).
- Zoom meetings are typically scheduled during normal business hours.

If extenuating circumstances arise (vacation, family emergency, etc.), Client agrees to notify Designer promptly. The remaining balance remains due regardless of Zoom scheduling.

Failure to respond within one (1) week may result in loss of placement in the design queue.

Failure to respond within **thirty (30) days** will be considered **project abandonment**, and no further work will be completed unless:

- All outstanding balances are paid in full, **and**
  - A **15% reactivation fee** (based on the remaining balance) is paid to re-enter the design queue.
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#### 4.3 Revisions

- After final digital delivery, Client has **one (1) week** to request the final included planting or lighting revision.
  - Client may choose to forgo the planting/lighting revision in exchange for a second hardscape revision.
  - Revisions outside the package scope are billed at **\$120 per hour**, based on a good-faith estimate, and must be paid **before work begins**.
  - Additional Zoom meetings are billed at **\$120 per hour**.
  - Additional site visits are not included in the design package (see Pricing).
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### 5. PRICING & PAYMENT TERMS

#### 5.1 Design Fees

- Package pricing is based on a discounted rate of **\$125 per hour**
- Additional revisions: **\$120 per hour**
- Additional site visits:
  - \$150 for the first hour
  - \$125 for each additional hour during the same visit
- Accompanying Client to nurseries, stone centers, or material suppliers is billed as a site visit (within a 25-mile radius of the Project Site)

#### 5.2 Reimbursable Expenses

Reimbursable expenses are billed at direct cost and may include printing, copies, postage, delivery, and handling. Preparation of hard copy plans is billed at **\$125 per hour**, with a **0.25-hour minimum**. Receipts will be provided upon request.

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### 6. RUSH FEES

Rush services are subject to Designer availability and are billed as follows:

#### Rush fees schedule

##### Plan Type Partial Yard Full Yard

2D Only	\$500	\$1,000
3D Design	\$1,000	\$2,000

Rush services typically reduce queue time by approximately half. Requests with timelines under four (4) weeks will be quoted separately.

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## 7. SCHEDULE & DESIGN QUEUE

- A **50% non-refundable deposit** is required to begin the design process.
- The remaining **50% balance is due prior to concept release**.
- Queue timelines are estimates only and subject to change.
- Design is a creative process; quality will not be compromised to meet estimated timelines.

Repeated requests to expedite a project may negatively impact the design process and will not result in faster delivery.

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## 8. PRE-PROJECT CONSULTATION

One (1) pre-project consultation is included and may have already been completed.

Consultation Date (if applicable):

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## 9. TOTAL PROJECT COST

Total Design Fee: \$

This fee includes all design services, administrative time, travel time, software usage, and standard out-of-pocket costs.

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## 10. LIMITATION OF LIABILITY

The landscape design is a **conceptual representation only** and does not include:

- Construction drawings

- Engineered grading or drainage plans
- Permit-ready drawings
- Structural, irrigation, electrical, or plumbing plans

Client is solely responsible for:

- Verifying setbacks, easements, septic locations, impervious limits, and HOA or municipal regulations
- Hiring and contracting all installers, contractors, and professionals
- Obtaining all permits and approvals

Designer shall not be held responsible for contractor errors, installation discrepancies, or regulatory violations.

Designer's maximum liability under this Agreement shall not exceed the total fees paid by Client to Designer.

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## 11. UNDERGROUND & CONCEALED CONDITIONS

Designer shall not be responsible for the location, condition, or existence of any underground or concealed elements that are not visible at the time of design, including but not limited to tree stumps, utilities, irrigation lines, drainage systems, electrical lines, gas lines, septic systems, tanks, footings, foundations, pipes, abandoned materials, or other buried obstructions.

Landscape designs are prepared based on information provided by the Client, publicly available records (if any), and visible site conditions only. Designer makes no warranty or representation regarding the accuracy or completeness of underground conditions.

Client is solely responsible for verifying all underground utilities and site conditions prior to excavation or installation, including but not limited to contacting utility marking services (e.g., 811), providing as-built surveys, septic plans, or utility maps where applicable.

Designer shall not be liable for design revisions, construction delays, additional costs, damages, or changes required due to the discovery of unknown or concealed underground conditions.

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## 11. INTELLECTUAL PROPERTY

All drawings, plans, renderings, videos, and design files remain the **intellectual property of Landscape Designs by Hala**.

Clients may share PDFs and videos with contractors for installation purposes. 3D software build files may only be shared with contractors upon execution of a separate intellectual property agreement between Designer and the contractor.

Designer reserves the right to use project images for marketing and promotional purposes unless Client requests anonymity in writing.

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## 12. INDEMNIFICATION & ASSUMPTION OF RISK

Each Party agrees to indemnify and hold harmless the other from claims arising out of the Services. Client assumes all risks associated with implementation of the design.

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## 13. CANCELLATION & RESCHEDULING

### Client Cancellation

- Seven (7) days written notice required
- No refunds for completed work
- Client remains responsible for all hours already incurred

### Designer Cancellation

If Designer is unable to perform agreed to services, Designer may issue a refund or credit proportional to Services rendered.

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## 14. FORCE MAJEURE

Neither Party shall be liable for delays caused by events beyond their control, including natural disasters, pandemics, war, or government actions.

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## 15. NO-SHOWS & CLIENT DELAYS

Failure by Client to provide required information, attend meetings, or respond in a timely manner may result in immediate payment of outstanding balances and potential project suspension.



## 16. GOVERNING LAW

This Agreement shall be governed by the laws of the **State of North Carolina**.

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## 17. NOTICE

All notices shall be delivered via email:

- **Designer:** hala@designsbyhala.com
  - **Client:** \_\_\_\_\_
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## 18. MISCELLANEOUS

- **Severability:** Invalid provisions do not affect remaining terms
  - **Amendments:** Must be in writing and agreed to by both Parties
  - **Assignment:** No assignment without written notice
  - **Proposal Expiration:** Design proposals expire after thirty (30) days
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## SIGNATURES

**Designer – Landscape Designs by Hala**

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**Client**

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

## **EXHIBIT A**

### **ADDITIONAL TERMS & CONDITIONS**

#### **No Guarantee of Approval**

Designer does not guarantee HOA, municipal, or permitting approval.

#### **Contractor Responsibility**

All contractors are hired directly by Client. Designer is not responsible for installation methods, errors, or costs.

#### **Creative Process**

Design is subjective. Creative differences are not grounds for non-payment or unlimited revisions.

#### **Maximum Liability**

Designer's total liability shall not exceed the total fees paid under this Agreement.

#### **Project Abandonment**

Failure to respond for 30 days constitutes abandonment. Reactivation requires full payment plus a 15% re-entry fee.

#### **Promotional Use**

Designer may use project images for marketing unless Client requests anonymity in writing.