



This Interior design contract being entered into on October 15, 2019 between

**Mr. Victor and Ms. Maria Chang (Offeree)**

**1274 Mossy Oak Lane**

**Bellaire**

**Texas 77555**

And

**Antarit Interiors (Offeror) and**

**1607 Lakeside Enclave Dr**

**Houston 77077**

The Client has expressed an interest in interior design services for remodeling of the kitchen and adjacent family room at the address mentioned above.

Whereas the Client has agreed to enter into this interior design contract with the Service Provider of their own free will.

The Parties hereby agree to accept the following as terms pursuant to this interior design contract.

Designer Name

Designer Signature

Client Name

Client Signature

Client Name

Client Signature

## **Description of Services**

This interior design contract is inclusive of the following services:

### **1. Phase I: CURRENT SETUP**

- 1.1. Measurement of available space in the kitchen and adjacent living room.
- 1.2. Photography of current setup in kitchen and adjacent living room.
- 1.3. Discuss with you and other stakeholders your specific needs and preferences.
- 1.4. Identify reusable furniture items, electrical appliances and any other usable items.
- 1.5. Evaluate reusability of current window treatments
- 1.6. Identify existing wiring and electrical connections

### **2. Phase II: PRELIMINARY DESIGN:** A preliminary design will be prepared to get a budgetary estimate to meet your design requirements objectives:

- 2.1. Conceptual designing of layout for the kitchen and adjacent living room as per specific requirements laid out in discussions above.
- 2.2. Prepare conceptual floor plan of furniture layout and discuss with you and other stakeholders.
- 2.3. Design electrical floor and ceiling plan
- 2.4. Discuss and design plumbing requirements in kitchen
- 2.5. Prepare budgetary estimate for construction work as per above design requirements and get your feedback.
- 2.6. Revise designs in case of any adjustments need to be made as per budget availability

### **3. Phase III: FINAL DESIGN:** On the basis of approval of conceptual design, following will be covered under the final design process:

- 3.1. Preparation of 3D sketches of kitchen area including workspace & storage space
- 3.2. 3D representation of adjacent living room with layout of movable and immovable furniture & items.
- 3.3. Preparation of Mood Board for kitchen to select the following:
  - Floor type (wood/tiles) and colour
  - Stone for Counter slab
  - Colour of Kitchen cabinets and knobs
  - Faucets and sink
- 3.4. Preparation of Mood Board for living room to select the following:
  - Fabric for furniture
  - Curtains

- Carpet/Rug depending upon the flooring
- Furniture style
- Wall colour/paper

3.5. Finalize lighting specifications

3.6. Finalize electrical and wiring requirements as per lighting & appliances layout.

## **Location**

All services as per above scope of work shall be provided at the Clients address located at 1274 Mossy Oak Lane Bellaire, Texas 77555.

## **Schedule of Services**

All interior design services listed above shall be completed according to the schedule below.

1. Phase I, Current set-up: 1 weeks from the date of signing of contract and access to premises, whichever is later
2. Phase II, Preliminary design: Up to 2 weeks after completion of Phase-I
3. Phase III: Final design: Upto 4 weeks after receipt of feedback from Phase II.

## **Pricing and Payment**

Payment will be accepted in the form of cash, money order, or check as agreed by the Service Provider.

The pricing structure will be as follows:

- Phase I: Lump sum payment of \_\_\_\_ USD
- Phase II: Lump sum payment of \_\_\_\_ USD
  - For any revisions to the preliminary design an hourly rate of \_\_\_\_ USD/per hour will apply.
- Phase III: Hourly rate of \_\_\_\_ USD/per hour will apply.

All prices quoted above are inclusive of any taxes and fees.

The payment will be made as per following schedule:

- Phase I: To be paid in advance before the start of work
- Phase II: 50% to be paid in advance before commencement of Phase II  
Balance 50% after completion of Phase II  
For revisions payments due every 15 days based on number of hours spent
- Phase III: Payment due every 15 days based on number of hours spent.

Any third party services and/or out-of-pocket-expenses related to travel out of town, long distance phone calls, duplication of drawings, etc will be billed to you at cost plus a 10% administrative charges.

Any payments not received within 10 days of this interior design contract's completion will be considered late. Late payments will be subject to a 10% late fee.

### **Amendment:**

Any changes to the contract for amendment in scope or pricing will need approval and signature by both parties.

### **Purchasing:**

Purchasing At Client's request, furniture, fixtures and finish materials will be purchased by Antarit Interiors. A separate purchasing agreement will be presented to Client for the same for his/her approval, and for the signature and payment. Purchase orders will not be issued until the approval of the client, his/her sign and a return copy of the written purchase agreement to the Designer, along with the indicated deposit or payment.

### **Termination:**

This Agreement may be terminated by either you or us upon the other party's default to uphold the terms. This will not be effective unless a meeting has been held to discuss the issue and subsequently a written notice specifying the nature of default is given to the concerned party.

In the event of such termination:

- You shall remain liable for all outstanding payments as per above payment schedule and number of hours spent on the project until the notice of termination.
- Any costs related to third party services and/or Merchandise ordered on your behalf till date.
- You agree to indemnify us against any and all costs, claims or expenses that may be related to the use of our designs/documents.
- You release us from any further obligations we may have to you.

### **Photography/Publishing Rights:**

As we require a permanent record of our design projects, it is assumed you permit us to photograph the premises after completion of services and we will be entitled to use such photographs for our business purposes including publication. If any photographs are published by us, we shall ensure that it does not show any pictures of people without their express consent.

## **Confidentiality Clause/Ownership:**

Unless approved by client, the Designer shall not divulge or communicate any client information which can be reasonably considered private or confidential.

The designs, layouts and other documents prepared by our Designer as part of the project remain our exclusive property at all times. The client also agrees to keep the proposal and designs submitted by Designer confidential and not disclose the contents to a competitor of the Designer or any other client. The designs are to be used by the client solely for the purpose of completion of work related to this project.

Violation of this confidentiality clause shall be grounds for legal action against the offending party. Upon the conclusion of this contract the Client will return all documents, drawings, and forms to the Designer and will receive any necessary copies for their records.

## **Warranties:**

All transferable guarantees and warranties possessed by us against suppliers and manufacturers, will be passed on to you. We make no warranties over and above the manufacturer's or supplier's warranties. For any fabric, material or article the manufacturer's warranty as per usage instructions will be applicable and no warranty is provided by the Designer.

## **Indemnification**

The Client agrees to hold the Designer harmless in the instance of injury, loss, or damages beyond his/her control during this contract term.

## **Liability**

Any liability for damages awarded due to willful misconduct or gross negligence by either party shall be limited to the total financial amount listed in this interior design contract.

## **Force Majeure**

In the event of a natural disaster or an occurrence out of the control of the Designer or client takes place that restricts this contract's fulfillment, the concerned party should inform the other immediately.

Upon notification measures shall be taken to allow this contract to be completed including changes to the agreement end date as well as the allowance of another Service Provider to complete portions unable to be completed by the Service Provider.

If any that acts beyond either party's control interfere with the completion of the listed services, The Service Provider shall be entitled to payment for services rendered up to that point in time. No further losses or damages will be granted to either party.

## **Arbitration**

The laws of the State of Texas shall govern this Agreement.

Any controversy, claim or dispute arising out of or relating to the terms of this Agreement, shall be decided by arbitration and judgment upon the award delivered by the arbitrator(s) may be entered in any court in Texas subsequently.

### Works Cited

Studio, Mydoma. "How to Write an Interior Design Letter of Agreement or Interior Design Contract." *Mydoma Studio -*

*Old Site*, 26 Sept. 2018, mydomastudio.com/old/interiordesigncontracts/.

Viryabo. "13 Important Clauses to Add to Interior Design Contract Agreements." *Dengarden*, Dengarden, 29 Aug.

2019, dengarden.com/interior-design/interior-design-contract-agreement-clauses.

Piotrowski, Christine M. FASID, IIDA "Interior Design Value." *Professional Practice for Interior Designers*,

*Fifth Edition. (page 160- 162)*

## Why is a Letter of Agreement important :

While providing interior designing services for a residential or a commercial property, there are a lot of things to be considered and which are discussed between the client and the designer. If all the work required to be done is finalized verbally and there is no written agreement about the scope of work, the designer can miss out on performing a few task items or the client may ask designer to perform tasks which was not part of the scope of work agreed earlier.

The written agreement helps both a designer and the client in safeguarding their interest. The letter of agreement is a legal and signed document/agreement between the designer and client. The agreement is about the scope of work which will be conducted by the designer within the time frame defined in the agreement and the payments that the designer will receive against the work done.

The agreement protects the designer from unnecessary demands which can be made by the client during the tenure of the project and provides him/her a financial safeguard if the client defaults on payment due for work completed. For the client, a written agreement provides security to his/her interests from, if during the project designer does not deliver his/her promise or the quality standards of work that was promised are not met. It also binds the designer to finish the project within a defined time frame.