

*Stevans*  
consignment

Interior Design Contract



This Interior Design Agreement is between Stevens Consignment (Designer) and \_\_\_\_\_ (Client) with respect to interior design services to be rendered for \_\_\_\_\_ (Project) by Designer for Client dated \_\_\_\_\_.

Designer and Client agree as follows:

1. SCOPE: Designer shall develop interior furnishing specifications that may include coloration, fabrics, lighting, and furnishings 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 the vagaries of the marketplace and the performance of third parties.

2. PURCHASING: Purchasing is billed at hourly rate of \$85 per hour. Full deposit is required for each item and only upon receipt of payment Designer will place order. Most items cannot be returned or cancelled, therefore requests to do so will be assessed on a per item basis; custom items cannot be cancelled or returned. Designer shall arrange delivery and installation of Designer purchased furnishings and other items purchased on behalf of the Client for the Project. When practical, Designer will present specification to Client for Client to purchase direct from vendor. Client is wholly responsible for all items purchased by the Client.

3. 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 is not responsible for incorrect measurements provided by the client. Designer's drawings are and remain the intellectual property of the Designer. Designer retains ownership and copyright of drawings at all times. Project drawings and documents cannot be used by Client for any purpose other than completion of Project by Designer as laid out in this agreement.

4. CONTRACTORS: 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 enter in a contract directly with each contractor/consultant. Designer provides no warranty, guarantee, certification, or responsibility for the performance, quality, or timely completion of any work performed or materials installed by Contactors, 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.

5. DESIGN FEES: Designer shall be compensated on an hourly basis at the rate of \$120 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 monthly and are payable by Client upon receipt of invoice. Upon signing this Agreement, Designer shall receive a nonrefundable initial advance of \$1200, which constitutes the minimum fee due Designer for Design Services. The advance will be credited against hourly fees otherwise payable by Client to Designer for Design Services at completion of project. All Design Fees are nonrefundable.

6. 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.

7. 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.

7. PHOTOGRAPHS: 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 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 Designer if documentation is released publicly.

8. 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.

9. PAYMENT: Hourly Fees and Purchases are due in cash or check upon receipt of Proposal and Invoice. Designer does not accept credit cards. Designer shall be entitled to withhold delivery of any item purchased on the behalf of Client should Client fail to make any payments due to Designer in a timely manner.

10. PERMITS: Client is responsible for permitting and or any and all approvals and compliance required by any governmental agency.

11. TERMINATION: Designer or Client can terminate this agreement by notifying the other party in writing. Client will be responsible for any outstanding reimbursable charges and hourly fees. All in-progress proposals and orders will be completed by Designer and delivered to Client at hourly rate. If a balance remains in the Client's account, the amount will be refunded less any outstanding reimbursable charges or design fees. Client agrees to take no action which is intended, or would reasonably be expected, to harm the Designer's reputation or which would reasonably be expected to lead to unwanted or unfavorable publicity to the Designer.

12. LIMITATION OF LIABILITY: Neither the Designer, Designer's Consultatnts, nor their agents or employees shall be jointly or individually liable to the Client for an amount in excess of the proceeds of the available professional liability insurance coverage.

13. HAVE FUN: Stevans Consignment strives for the most comfortable, enjoyable, and transparent design experience possible. We require open communication and honest feedback.

14. FAQs & POLICIES: I have read, understand and agree to the policies outlines in the document FAQs & POLICIES.

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

16. TERMS: The parties agree that the terms of this Agreement may be changed only by a writing signed by both parties and that no oral changes or waivers are permitted.

Client Signature & Date: \_\_\_\_\_

Client Signature & Date: \_\_\_\_\_

Designer Signature & Date: \_\_\_\_\_

**YOUR LOGO HERE**

## FAQS & POLICIES

**CAN I SHOP ON MY OWN?** You have hired me to design and complete a vision for your space and I ask that you do not select items without my approval because items that you select may not be a fit for the design, space, or budget. You will receive a detailed Specification for items to be purchased direct.

**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 this article:

<https://www.capellakincheloe.com/blog/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. Stevans Consignment 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. Everyone involved: designer, client, vendors and contractors are expected to not cause unreasonable delays in the project.

**HOW DO YOU CHARGE?** See attached Fee Schedule for a full picture of possible fees.

**HOW DO I PLACE AN ORDER?** Once you receive a Proposal you have 3 days to either accept or decline the item. If you accept, a signed copy of the proposal along with full payment is required to place an order.

**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. Custom orders are nonreturnable. 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.

**WHEN ARE PAYMENTS DUE?** Proposals are due with payment within 7 days. Invoices for time billing and reimbursable expenses are due within 14 days. Invoices more than 30 days past due will be charged a 10% late fee and all work will cease until invoice is paid.

**WHAT IF I DECIDE MID-PROJECT I WANT TO ADD MORE ROOMS?** Since I work hourly, increasing the scope is not a problem.

**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.

**WHAT ABOUT BUDGET?** Having a clear budget is very important for the project running smoothly and for your expectations to be met. We will work inside your budget parameters, but ultimately it is up to the client to keep themselves on budget.

**WHAT IS THE DIFFERENCE BETWEEN A SPECIFICATION & PROPOSAL?** A Specification is a document that I provide the details for you to purchase an item yourself. You will pay the vendor directly. A Proposal is a document where I am requesting payment for items so that I can purchase the item on your behalf. Proposals are payable to Stevans Consignment.

**HOW ARE ITEMS DELIVERED?** Our policy is to perform one large installation of all your items. This includes all furniture and accessories purchased. Items purchased by Stevans Consignment go into a licensed, bonded, insured and climate controlled warehouse awaiting installation. It is our policy to not deliver items to client's homes directly or in multiple trips, this allows for the "big reveal" and helps minimize issues. Clients are responsible for all shipping, storage, & delivery fees.



## Fee Schedule

Hourly - Designer .....	\$120
Hourly - Travel > 20 miles .....	half hourly rate
Procurement Fee - Rugs .....	30%
Procurement Fee - Furniture .....	30%
Procurement Fee - Fine Art .....	30%
Procurement Fee - Fabric .....	30%
Procurement Fee - Accessories.....	30%
Retainer .....	\$1200
Reimbursables .....	at cost
Late Charge.....	10%