

Interior Design Services Agreement #1

This Interior Design Services Agreement (the "Agreement") is entered into by and between [Client Name] (the "Client") and [Designer Name] (the "Designer"), as of the date of the last signature below.

1. **Services.** The Designer shall provide the following interior design services to the Client: **[list of specific services to be provided]**. The services provided under this Agreement are for conceptual interior design only and do not include project management or the selection, supervision, or coordination of contractors.
2. **Payment.** The Client shall pay the Designer for the services provided under this Agreement as follows: [payment terms, including any deposit or milestone payments].
3. **Timeframe.** The Designer shall commence the services on [start date] and shall complete the services by [completion date].
4. **Changes.** Any changes to the scope of services outlined in this Agreement must be agreed upon in writing by both the Client and the Designer.
5. **Ownership of Designs.** All designs, drawings, and other documents prepared by the Designer in connection with this Agreement shall be the sole property of the Designer, and the Designer shall have the right to use such designs, drawings, and other documents for any purpose.
6. **Limitation of Liability.** The Designer shall not be liable to the Client or any third party for any damages, including without limitation, indirect, incidental, special, or consequential damages, arising out of or in connection with this Agreement or the services provided hereunder. The Designer is not responsible for any issues or damages caused by contractors retained by the client.
7. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the [state/province] and the federal laws of [country], without giving effect to any choice of law or conflict of law provisions.
8. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements and understandings, whether oral or written.
9. **Amendment.** This Agreement may be amended or modified only by a written instrument executed by both the Client and the Designer.
10. **Independent Contractor.** The Designer is an independent contractor and nothing in this Agreement shall be construed to create a partnership, joint venture, or employer-employee relationship between the Client and the Designer.
11. **Assignment.** The Client shall not assign this Agreement or delegate any of its obligations hereunder without the prior written consent of the Designer.

12. **Waiver.** The failure of either party to enforce any provision of this Agreement shall not be deemed a waiver of the right to enforce such provision.

13. **Disclaimers & Limitations of Liability.**

A. Designer makes no representations, and expressly disclaims all warranties, about the suitability, for any purpose, of design suggestions, which are provided “as is” without expressed or implied warranty of any kind. Designer disclaims all implied warranties of merchantability and fitness for a particular purpose. To the extent that U.S. states provide rights in addition to those above, or do not allow limitation or exclusion of implied warranties, the above limitations may not apply thereby making such clause or any portion thereof invalid, it shall be limited and shall not affect the validity or enforceability of the remainder of the clause.

B. In no event shall either party be liable for any consequential, special, punitive, exemplary, or indirect damages, including but not limited to any damages for anticipated profits, loss of revenue, economic loss, cost of procurement of substitute goods or services, loss of use of Materials, or interruption of business or personal affairs, arising in any way out of this Agreement, under any theory of liability in contract, tort, or otherwise. These limitations shall apply notwithstanding the failure of the essential purposes of any limited remedy. In no event shall the total liability of a party for any causes of action arising out of this Agreement exceed the sums paid to Designer as compensation hereunder. The foregoing right to monetary damages shall be in lieu of any other remedies which a party may have against the other.

C. **Non-Disparagement.** Each party agrees that neither it, nor its directors, officers, shareholders, employees, or agents shall say, write, or cause to be said or written, any statement that is defamatory, derogatory or disparaging of the other party, whether in print, electronically, on any public or social platform.

D. **Miscellaneous.** This Agreement sets forth the entire understanding between the parties and supersedes all previous agreements, arrangements, and understandings between the parties, whether verbal or written, and may not be amended except in writing and signed by both parties. This Agreement shall be governed by, construed and enforced in accordance with the laws of the State of _____ without regard to the conflicts of laws principals thereof. An electronic signature shall serve as an original signature. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which shall, when taken together, constitute a single document.

IN WITNESS WHEREOF, the parties have executed this Interior Design Services Agreement as of the date first above written.

Client Name: _____

Designer Name: _____

Date: _____

****This is a sample agreement and should be reviewed by legal counsel before use.

AGREEMENT FOR DESIGN SERVICES #2

This Agreement for design services is between Sacred Interiors

("Designer"), and The Client (Name Below) for the performance of the services described in the proposal sent to Client at a previous time ("Proposal"). The parties therefore agree as follows:

1. PROPOSAL The terms of the Proposal shall be effective for 22 days after presentation to Client. In the event Client does not execute this Agreement within the time identified, the Proposal, together with any related terms and conditions and deliverables, may be subject to amendment, change or substitution.

2. FEES AND CHARGES

2.1 Fees. In consideration of the Services to be performed by Designer, Client shall pay to Designer fees in the amounts and according to the payment schedule set forth in the Proposal.

2.2 Additional Costs. The Project pricing includes Designer's fee only. Any and all outside costs including, but not limited to, equipment rental, photographer's costs and fees, photography and/or artwork licenses, prototype production costs, talent fees, music licenses and online access or hosting fees, will be billed to Client unless specifically otherwise provided for

in the Proposal. The proposal does not include labor, project management or any physical items or materials.

2.3 Invoices. Full payment required upon signing agreement. Additionally, you agree to pay an Hourly rate of \$_____ for any extra revisions beyond what is included in each package and will be billed in 5 hour increments.

You will pay weekly, within five business days after submitting an invoice.

Should these hourly services be needed, Sacred Interiors will seek your approval prior to beginning to bill you. Client shall be responsible for all collection or legal fees necessitated by lateness or default in payment. If paying via credit card, client agrees to pay extra processing charges.

Designer reserves the right to withhold delivery and any transfer of ownership of any current work if accounts are not current or overdue invoices are not paid in full. All grants of any license to use or transfer of ownership of any intellectual property rights under this Agreement are conditioned upon receipt of payment in full which shall be inclusive of any and all outstanding Additional Costs, Taxes, Expenses, and Fees, Charges, or the costs of Changes.

3. CHANGES

3.1 General Changes. Unless otherwise provided in the Proposal, and except as otherwise provided for herein, Client shall pay additional charges for changes requested by Client which are outside the scope of the Services on a time and materials basis, at Designer's hourly rate of \$_____ per hour. Such charges shall be in addition to all other amounts payable under the Proposal, despite any maximum budget, contract price or final price identified therein. Designer may extend or modify any delivery schedule or deadlines in the Proposal and Deliverables as may be required by such Changes.

3.2 Substantive Changes. If Client requests or instructs Changes that amount to more than 3 revisions of style boards for each room, Designer shall be entitled to submit a new and separate Proposal to Client for written approval. Work shall not begin on the revised services until a fully signed revised Proposal and, if required, Designer receives any additional retainer fees.

3.3 Timing. Designer will prioritize performance of the Services as may be necessary or as identified in the Proposal, and will undertake commercially reasonable efforts to perform the Services within the time(s) identified in the Proposal. Client agrees to review Deliverables within the time identified for such reviews and to promptly either, (i) approve the Deliverables in writing or (ii) provide written comments and/or corrections sufficient to identify the Client's concerns, objections or corrections to Designer. The Designer shall be entitled to request written clarification of any concern, objection or correction. Client acknowledges and agrees that Designer's ability to meet any and all schedules is entirely dependent upon Client's prompt performance of its obligations to provide materials and written approvals and/or instructions pursuant to the Proposal and that any delays in Client's performance or Changes in the Services or Deliverables requested by Client may delay delivery of the Deliverables. Any such delay caused by Client shall not constitute a breach of any term, condition or Designer's obligations under this Agreement.

4. CLIENT RESPONSIBILITIES

Client acknowledges that it shall be responsible for performing the following in a reasonable and timely manner:

- (a) Coordination of any decision-making with parties other than the Designer;
- (b) Provision of Client Content in a form suitable for reproduction or incorporation into the Deliverables without further preparation, unless otherwise expressly provided in the Proposal; and
- (c) Final proofreading and in the event that Client has approved Deliverables but errors, such as, by way of example, not limitation, typographic errors or misspellings, remain in the finished product, Client shall incur the cost of correcting such errors.

5. ACCREDITATION/PROMOTIONS

All displays or publications of the Deliverables shall bear accreditation and/or copyright notice in Designer's name in the form, size and location as incorporated by Designer in the Deliverables, or as otherwise directed by

Designer. Designer retains the right to reproduce, publish and display the Deliverables in Designer's portfolios and websites, and in galleries, design periodicals and other media or exhibits for the purposes of recognition of creative excellence or professional advancement, and to be credited with authorship of the Deliverables in connection with such uses. Either party, subject to the other's reasonable approval, may describe its role in relation to the Project and, if applicable, the services provided to the other party on its website and in other promotional materials, and, if not expressly objected to, include a link to the other party's website.

6. RELATIONSHIP OF THE PARTIES

6.1 Independent Contractor. Designer is an independent contractor, not an employee of Client or any company affiliated with Client. Designer shall provide the Services under the general direction of Client, but Designer shall determine, in Designer's sole discretion, the manner and means by which the Services are accomplished. This Agreement does not create a partnership or joint venture and neither party is authorized to act as agent or bind the other party except as expressly stated in this Agreement. Designer and the work product or Deliverables prepared by Designer shall not be deemed a work for hire as that term is defined under Copyright Law. All rights, if any, granted to Client are contractual in nature and are wholly defined by the express written agreement of the parties and the various terms and conditions of this Agreement.

6.2 No Exclusivity. The parties expressly acknowledge that this Agreement does not create an exclusive relationship between the parties. Client is free to engage others to perform services of the same or similar nature to those provided by Designer, and Designer shall be entitled to offer and provide design services to others, solicit other clients and otherwise advertise the services offered by Designer.

7. TERM AND TERMINATION

7.1 This Agreement shall commence upon the Effective Date and shall remain effective until the Services are completed and delivered.

7.2 This Agreement may be terminated at any time by either party effective immediately upon notice, or the mutual agreement of the parties, or if any party:

(a) Becomes insolvent, files a petition in bankruptcy, makes an assignment for the benefit of its creditors; or

(b) Breaches any of its material responsibilities or obligations under this Agreement, which breach is not remedied within 10 days from receipt of written notice of such breach.

7.3 In the event of termination, Designer shall be compensated for the Services performed through the date of termination in the amount of (a) any advance payment, (b) a prorated portion of the fees due, or (c) hourly fees for work performed by Designer or Designer's agents as of the date of termination, whichever is greater; and Client shall pay all Expenses, fees, out of pockets together with any Additional Costs incurred through and up to, the date of cancellation.

7.4 In the event of termination by Client and upon full payment of compensation as provided herein, Designer grants to Client such right and title as provided for in Schedule A of this Agreement with respect to those Deliverables provided to, and accepted by Client as of the date of termination.

All of our Design Packages are Conceptual ONLY and do not include in person visits, labor, shopping, built-in design or construction drawings unless otherwise specified in this agreement. We agree to the following additional terms:

This Agreement represents the entire understanding of the parties and supersedes all prior written or oral agreements with respect to the subject matter of this Agreement. If a party fails to take action when the other party breaches a provision of this Agreement, the party does not waive any subsequent breach. In the event that any provision of this Agreement is determined to be invalid or unenforceable for any reason, such provision shall be deemed modified to the extent required to render it valid, enforceable and binding, and such determination shall not affect the validity or enforceability of any other provision of this Agreement. We can modify this agreement in

writing, if both you and I sign that modification. This Agreement will be governed by and interpreted in accordance with the internal laws of Florida without regard to choice or conflict of law rules. Any disputes arising out of this Agreement must be filed exclusively in courts in Florida. This Agreement shall be binding upon and inure to the benefit of both of us and our respective heirs, administrators, executors, successors and assigns.

I agree to the above before beginning to design my home with (business name)