



This Interior Design Agreement is between Clark Design and Renovation and _____ with respect to interior design services to be rendered for _____ Wichita Falls, TX _____ by Designer for Client dated ____/____/____.

Designer and Client agree as follows:

SCOPE: Designer shall develop interior furnishing specifications that may include coloration, fabrics, lighting, and furnishings as required. Designer's services do not include landscape design or architecture. Client acknowledges that Project deadlines are subject to the vagaries of the marketplace and the performance of third parties.

DESIGN FEES: Upon signing this Agreement, Designer shall receive a non-refundable initial advance of \$100 per hour for the consultation. Designer shall be compensated on an hourly basis at the rate of \$50 per hour. All hours or partial hours Designer is working on and/or for the Project will be considered design fees. Please note this includes phone calls and text messages for design related questions. Hourly charges can be invoiced at the end of the month as well as the end of the job. All Design Fees are non refundable.

PURCHASING: Full deposit is required for each item and only upon receipt of deposit Designer will place an order. Designer shall arrange delivery and installation of Designer-purchased furnishings. Client pricing will be the Designer's cost plus 30%.

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 the 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.

NO QUALITY GUARANTEE: Designer cannot guarantee the quality of merchandise. If item arrives damaged to Designer, the manufacturer will be contacted for a refund or exchange. Please note that this will delay the installation or require a new plan to be drafted.

INSTALLATION: Designer will be present upon install for supervision. Deliveries will be made at 9:00 AM or 1:30 PM between Monday-Friday. There is an initial installation fee for the laborers of \$100 and \$50 every hour following. Installation is strictly for the Designer-purchased furnishings and accessories, unless the Designer has been hired on an hourly basis to arrange customers own furnishings and accessories.

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: Proposals are due with payment within 3 days. Invoices for time billing and reimbursable expenses are due within 7 days. Invoices more than 30 days past due will accrue a 10% late fee per month and all work will cease until the 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.

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.

PHOTOGRAPHS & PUBLICITY: Client agrees to allow Designer and/or Designer's representatives to photograph Project during all stages of Design Services including when the 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 the address or Client's name without prior consent. Costs of photographs and publicity are the responsibility of Designer unless Client would like to have copies of the photographs. In this case, Client will split the cost of the photographs. Additionally, if Client or Client's agents document the Project, Designer shall be given credit as the designers if documentation is released publicly.

HAVE FUN: Clark Design and Renovation strives for the most comfortable, enjoyable, and transparent design experience possible. We require open communication and honest feedback.

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

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-process proposals and orders will be completed by the 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.

LIMITATION OF LIABILITY: Neither 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 Wichita County, Texas with each party to bear its own fees and costs.

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.

Will Clark (Designer)

Design Associate

Client