Videre Decor, LLC "On-Site Design for Remodels" Services Agreement

- 1. By scheduling and purchasing services, you are agreeing to the following Terms & Conditions set forth by Videre Decor, LLC in this Services Agreement.
- 2. Any services require payment in full at time of scheduling. Cancellations requested in writing a minimum of 72 hours before a scheduled appointment are considered for a 90% refund. All fees are non-refundable after the cancellation period (minimum 72 hours prior to scheduled appointment) has passed.
- 3. All necessary information about the current condition of the project, items to be included in the project, and Client's inspiration are to be sent to Videre Decor a minimum of 36 hours prior to the meeting. Additional information may be requested from the Client as the project progresses.

4. "On-site Design for Remodels" Scope of Services:

- a. "On-site Design for Remodels" services include an on-site meeting to be scheduled at the project site and attended by the Client, Brooke Wegener of Videre Decor, LLC and any other decision makers the Client invites. "On-Site Design for Remodels" services require a \$1,785 minimum fee per on-site meeting plus additional fees up to \$2 per square foot. Remainder of fees will be determined based on the square footage during the on-site meeting and will be due upon receipt of invoice. Additional travel expenses may be required outside Videre Decor's standard service areas.
- b. A meeting scheduled for "On-Site Design for Remodels" requires up to (2) hours with the Client present and up to (4) additional hours for Designer to have access to the site for measurements and other documentation.
- c. "On-site Design for Remodels" design process and timeline will vary based on Client availability and revision requests. Design(s) will be communicated in the form of written notes, sketches, drawings, images and/or product recommendations. Initial design(s) will be issued via email within (5) business days of the on-site meeting. A Client review call is to be scheduled no later than (5) business days after the initial design issue date. If the Client is unable to schedule the call within this time frame, the Client will forfeit this portion of services and final documentation will be issued without input from the Client. Any revisions requested after the Client review call require additional services to be purchased. All final documentation will be issued via email within 30 days of on-site meeting marking the conclusion of services purchased.

d. Services include:

- 1. On-Site Meeting discussing conceptual design and documentation by Designer (3 hours+)
- 2. Design(s) preparation/product recommendations for Client review (5 hours+)
- 3. Design Review call with Client (1 hour)
- 4. Final documents prepared and issued to Client (3 hours+)
- e. A complimentary one-time "Monthly Membership" is included in the services purchased for continued support and access to the documentation available through a Client project website. The "Monthly Membership" will begin on the issue date of final documentation. Support and access to the Client project website after the complimentary one-time "Monthly Membership" will require a "Monthly Membership" to be purchased at the rate of \$380/month for the extent the Client requires access to the website and support for the project.

Videre Decor, LLCPO Box 905
Columbus, NE 68602
402 – 509 – 5588

5. Additional service rates:

a. Discovery Call Free

b. Monthly Membership \$380 / month

c. Member Call (30 minutes) \$98, Free for Members

d. On-site* Design for Remodels
 e. Floor Plan Review (New Construction or Remodels)
 floor square foot, \$1,785 minimum

f. Interior Architectural Design \$445 each
 g. On-site* Design for 2 Rooms \$1,785

Additional Rooms at Same Meeting \$590 each

h. Room Design \$445 per room

i. Work Session at the Location* of Your Choice \$890j. Bid Review (New Construction or Remodels) \$445

k. Owner's Representation \$2,375/month + 10% of project costs

I. Hourly rate* \$195 per hour

*Additional travel expenses may apply

- 6. Travel expenses may apply if project or location is outside of Videre Decor's standard service areas which include a 90-mile radius of Columbus, NE and a 90-mile radius of Grand Junction, CO. Travel expenses will be billed at actual costs + 10% administrative fee.
- 7. All proposed products available through Videre Decor, LLC will include pricing if purchased through Videre Decor (a licensed retailer) if the Client so chooses. Orders for products require payment in full to place the order. Pricing is reflective of the cost of the item, purchase coordination fee and freight/shipping. Any applicable sales tax will be shown as a separate line item. Products ship directly to the Client. Receiving, storage, inspection and installation of items is not included. All measurements and details noted on the proposal are the responsibility of the Client to verify and are considered approved by Client upon payment. All products are covered by manufacturer's warranty only. Videre Decor, LLC does not accept cancellations, returns or exchanges on any orders.
- 8. Fabric, color and material samples may be available to the Client upon request. Client must approve and pay for all estimated cost of samples (if any) prior to ordering.
- 9. Videre Decor, LLC's recommendations and documentation are conceptual in nature and are intended to set forth design intent only. They are not to be used for architectural or engineering purposes. Videre Decor does not provide architectural or engineering services.
- 10. All concepts and documentation prepared by Videre Decor and all copyrights and other proprietary rights remain at all times Videre Decor, LLC property.
- 11. For Videre Decor project records, Client agrees to provide access to the project to photograph and/or video the project during implementation and upon completion. Videre Decor will be entitled to use photographs for business purposes.
- 12. Client will contract directly with suppliers, builders, general contractors and subcontractors to implement design recommendations. Videre Decor cannot guarantee the performance of any third parties engaged directly with Client.
- 13. Videre Decor is not responsible for changes made to the approved design when made directly by Client, contractors, builders, consultants, vendors and/or subcontractors.

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- 14. Videre Decor, LLC cannot guarantee that actual prices for materials and/or installations or other costs of services as presented to Client will not vary either by item or in the aggregate from any proposed budget. Costs may be influenced by Client's preferred finishes and selections, approval of estimates, timing of implementation, stage of construction or installation, manufacturer price increases, freight costs, specialty finishes and the like.
- 15. Client shall release and indemnify and hold Videre Decor, LLC harmless from all liability resulting from the acts or omissions of the Client, contractors, builders, suppliers, consultants and/or subcontractors.
- 16. The laws of the State of Nebraska shall govern this Agreement. If any dispute arises out of or relates to this Agreement, or the breach thereof, and if the dispute cannot be settled through negotiation, the parties agree first to try in good faith to settle the dispute by mediation with a neutral mediator as selected and agreed upon by the parties in Platte County, Nebraska before resorting to litigation that will be venued in Platte County, Nebraska.