



Letter of Agreement to Engage Design Services

I. Purpose:

The purpose of this document is to delineate how *Paula S. Adams, Antiques & Interiors, LLC*, works with our clients. It outlines our work process, retainer agreement, fee structure, payment terms, and commission on furniture and accessories.

II. Design Fee

The design fee is based on a rate of \$125 per hour. The total design fee includes:

- Time spent with clients, including presentations.
- Design time for two or more options, including:
 - Preparation of floor plan(s), including lighting plans if needed.
 - Selection, shopping and research on fabrics, furniture, floor covering, accessories, window treatments, paint and/or wall coverings, and hard surfaces (such as tile, cabinets, marble, stone, appliances, hardware and bathroom accessories).
 - Should additional design options be required, the estimate for design time will be adjusted as necessary.
 - Should changes be requested after a client has chosen a design, the estimate will be revised as needed.
- Time spent with subcontractors, workrooms (such as drapery fabricators), and other vendors (such as faux painters).
- Non-local travel time.
- Phone consultations with clients and subcontractors.
- Supervision of installation(s).

III. Retainer:

1. A \$1500 retainer is required prior to the beginning of design work as described above in part II.
2. As design work is performed, time is deducted from the initial retainer at the rate of \$125/hour.
3. Monthly invoices outline (a) time worked against the retainer, (b) additional hourly fees for work performed, and (c) any deposits or purchases.

IV. Terms

- Client agrees to pay net 30 for all approved purchases. Any balance due on furniture and other items must be paid at delivery.
- All deposits for custom-ordered goods will be paid directly to *Paula S. Adams, Antiques & Interiors*, unless otherwise directed. The deposit amount is 50% of the purchase price.
- Fabrics must be paid 100% at time of order.
- Deposits for furniture and custom draperies are generally non-refundable, except in the case of defective products.
- Fabrics, trims, wallpaper and other items can be placed on reserve for a maximum of 10 days. If a purchase decision is not made within that time, these materials go back into stock and may or may not be available for future purchase.
- Estimates on items are typically good for 30 days. After 30 days, it may be necessary to re-price.
- Generally, there are no returns, nor refunds, on items once you have approved a purchase and the order has been placed.
- Clients agree to be responsible for sales tax, shipping, storage and receiving expenses (if necessary).

V. Responsibilities

- *Paula S. Adams, Antiques & Interiors*, will be present for measures and when deliveries are made to a client's location whenever possible, and will always be onsite for installations.
- *Paula S. Adams, Antiques & Interiors*, is not responsible for delays due to weather, natural disasters, or man-initiated disasters that are beyond our control (such as damage from arson or terrorism).
- In the event that a defective item arrives, *Paula S. Adams, Antiques & Interiors*, will (a) work with the manufacturer or workroom to return or repair the item or (b) seek compensation from the shipper if the defect is found to be due to shipper negligence.

- *Paula S. Adams, Antiques & Interiors*, will act as an agent for her clients and will do everything in her power to meet your highest expectations.
- Client acknowledges that prompt feedback is critical to timely completion of a design project.

VI. Publicity

Paula S. Adams, Antiques & Interiors, will be permitted to photograph or make other reproductions of the finished project. These reproductions may be used for her portfolio or for publicity. Should a professional photographer be hired, *Paula S. Adams, Antiques & Interiors*, will arrange a mutually convenient time for photographs to be made.

VII. Termination before Completion

In the event that a project is terminated prior to completion for any reason and time spent exceeds the amount already paid, additional fees will be billed at net 30 terms. Generally, the initial retainer is non-refundable. Please note that the client will be fully responsible for any items that have been approved for purchase.

Your signature below acknowledges that you have read and understand this agreement and that you agree to the procedures and terms set forth in this document.

Name

Date

Name

Date