

## **TERMS AND CONDITIONS**

THIS AGREEMENT is made, once the client pays their initial deposit, between \_\_\_\_\_ (the "Client"); and Cynthia Middleton of Designed by Cynthia G., Interior Design, Rochester, New York, 14605 – Tel: 585-794-3925 (the "Interior Decorator"), collectively referred to as the "Parties."

### **1. Services**

1.1 The Interior Decorator shall, depending on project requirements, provide some or all of the following services ("Services") to the Client in accordance with the terms and conditions of this Agreement: Communication (email/phone calls, etc.) regarding the activities below are included as part of defined "services" payable by the client:

-Complimentary Phone Consultation

-Conceptual Design Consultation: visit includes walk through of site, in-depth discussion to ascertain style options, budget and time frame estimates and other project needs.

-Design Development/Presentation: Complete measurements and take inventory. Finalize and present design options/recommendations and requirements.

-Provide plan for furnishings, color schemes, interior finishes, wall, floor, window and lighting treatments etc, as required.

-Create and oversee a project plan to include acquiring products, referring contractors, coordinating deliveries and installations, arranging furnishings and accessories, etc.

1.2 The Client promises to review the work product, to be reasonably available to the Decorator if the Decorator has questions regarding this project, and to provide timely feedback and decisions.

## **2. Delivery of Services**

2.1 The Interior Decorator shall provide the Services at the following site(s):

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## **3. Fees/Payment**

3.1 Design Fees are based on \_\_\_\_\_ per hour. An exception is when a project fee is agreed upon and outlined under section 3.2

3.2 In lieu of hourly payment, the Decorator will charge a fixed fee of \_\_\_\_\_.

3.3 The Decorator shall receive a non-refundable deposit of \$250 (two hundred fifty dollars), which constitutes the minimum initial commitment for the design consultation visit. The remaining balance shall be paid in full upon completion of services, unless a payment arrangement (outlined in 3.4) has been agreed upon.

3.4 The Client will pay \_\_\_\_\_ on the \_\_\_\_\_ of every subsequent month until the balance is paid off.

3.5 No item shall be ordered by the Decorator until the product purchase has been approved and prepaid by the client unless other arrangements have been agreed upon. The client upon receiving a

receipt or invoice shall reimburse expenses incurred by Decorator in the interest of the project. The Decorator assumes no liability due to the quality of items or services purchased for the Client.

3.6 Any charges payable under this Agreement are exclusive of any applicable taxes, duties, or other fees charged by a government body and such shall be payable by the Client to the Decorator in addition to all other charges payable hereunder.

3.7 This provision outlines Decorator fees and does not include costs for materials and products required to complete the project. If the nature of the project requires engagement of any contractors to perform work (i.e.; painters), the client shall enter into contracts directly with the concerned contractor.

3.8 Payment will be made to the Decorator via cash, check, an approved payment card, or by any other payment method determined by the Decorator.

#### **4. Warranties and Limitation of Liability**

4.1 The Interior Decorator represents and warrants that she will perform the Services with reasonable skill and care.

#### **5. Terms and Termination**

5.1 The Contract ends when the project is completed unless one of the parties ends the contract before that time. If one of the Parties chooses to end the Contract prior to Project completion, the Client is responsible for paying for all work and costs incurred up until that date.

5.2. The Client and the Decorator must agree to any changes to this contract in writing.

## **6. Miscellaneous**

6.1 Neither Party will disclose any information of the other which comes into their possession under or in relation to this Agreement and which is of a confidential nature.

6.2 The failure of either party to enforce its rights under this Agreement at any time for any period shall not be construed as a waiver of such rights.

6.3 This Agreement constitutes the entire understanding between the Parties and supersedes all prior representations, negotiations or understandings.

6.4 Neither Party shall be liable for failure to perform any obligation under this Agreement if the failure is caused by any circumstances beyond its reasonable control, including but not limited to acts of God, war, or industrial dispute.

6.5 Decorator's drawings and specifications are conceptual in nature and intended to set forth design intent only. Decorator does not provide architectural or engineering services. All concepts, drawings and specifications prepared by Decorator remain at all times the Decorator's property.

Project documents may not be used by Client for any purpose other than completion of project by  
Designed by Cynthia G.

6.6 Decorator cannot guarantee the actual prices for merchandise and/or interior installations or other costs or services as presented to Client for the proposed budget.

6.7 Delays by Client (lack of access to premises, information/decisions or resources) suppliers or contractors shall extend Decorator's time to perform.

6.8 As Decorators require a record of design projects, Client shall permit Decorator to document the project in progress and when completed, by photography or other means. Decorator shall be entitled to use photographs for Decorator's business purposes including portfolio, brochure, website, social media, and similar publicity purposes. Client's name may be used in connection with the documentation unless specified to the contrary in writing. If the Client documents the project, the Decorator shall be given credit as the Interior Decorator for the project if documentation is released to the public.

6.9 This agreement shall be governed by the laws of the State of New York

## **7. Authority to Sign**

7.1 Each Party has the authority to enter into this Contract and to perform all of its obligations under this Contract.

## **8. Electronic Signature**

8.1 The Parties understand that electronic signatures are legally binding. By signing below, the Parties are confirming that they have read and understood the terms of the agreement as outlined above.

Agreed by the Parties hereto:

By: \_\_\_\_\_  
Cynthia Middleton, Interior Designer

Date \_\_\_\_\_

By: \_\_\_\_\_  
Client (Signature)

Date \_\_\_\_\_