

# Full-Service Design | Contract

EMERALD BEE INTERIORS IS A RESIDENTIAL INTERIOR DECORATING AND DESIGN BUSINESS OPERATING IN WYLIE, TEXAS (AND SURROUNDING NORTH DALLAS SUBURBS).

With the rise in telecommuting, we are spending more time in our homes than ever before. Emerald Bee Interiors will employ knowledge of architectural design principles and how they apply practically to make your home a space you truly enjoy spending time in! We believe that collaborating closely with our clients lays the foundation of a successful project, but once we have worked together to establish a design plan, we will take the lead to remove the stressors involved in project execution. Thank you for trusting your home to our care, and we look forward to changing the way you experience your space for the better!

[DATE]

This Agreement is between:

Emerald Bee Interiors, LLC ("Emerald Bee") 1263 Guardian Joy Trail Wylie, Texas 75098 312.806.8180

[CLIENT NAME] ("Client")
[PROJECT ADDRESS 1]
[PROJECT ADDRESS 2]
[CONTACT PHONE]
[CONTACT E-MAIL]

## **FULL-SERVICE DESIGN PROCESS**

### 1. Intake

A walk-through session will be conducted from room to room where we will discuss the space(s), complete or review the consultation questionnaire, identify budget, and define project scope. Spaces within the identified scope, and any existing items to be integrated into the design will be measured and photographed.

# 2. Design Development

After the contract is signed by both parties, Emerald Bee will obtain quotes for any necessary materials, fixtures, furnishings, and third-party contractors. During this stage, Emerald Bee will also complete any required construction drawings (floor plans, interior elevations, etc.) and create mood boards to aid in visualizing each space. Each mood board will include color, furniture, textile, and décor recommendations. All items selected for the mood boards will fit within the identified budget and be currently available. Emerald Bee is not responsible for changes in availability related to delays in making decisions about the design. Emerald Bee will also develop a budgeting and planning spreadsheet with clickable links to products shown in the mood boards.

## Delivery

The Project Documents from the Design Development phase will be delivered to the Client as an Adobe PDF via the contact e-mail provided. All e-mails containing deliverables will come from emily@emeraldbeeinteriors.com. Emerald Bee will schedule an in-person or virtual meeting to review the Project Documents with the Client. Emerald Bee will revise the Project Documents up to two (2) times. If further revisions are needed, an additional in-person consultation may be required to better define project scope, which may incur additional fees.

## 4. Implementation

Once the design plan (Delivery) has been approved by the Client, Implementation will begin. Emerald Bee will initiate purchase of agreed-upon Interior Selections, and coordinate with contractors to begin any necessary construction. Client is responsible for all payments to third-party contractors, paid per separate agreement between Client and said contractors. After any construction is complete and the majority of the agreed-upon purchases have been delivered, Emerald Bee will make appointment(s) to place and style furniture and décor selections.

# 5. Project Close Out

When the project work is complete, Emerald Bee will make an appointment with the Client to photograph the space(s). Client will be provided with a final budget and be invoiced for any remaining balance(s).

# STATEMENT OF WORK | SERVICES

Emerald Bee has been engaged to redesign the spaces described in the following table. Client-stated budget for this phase of the project is up to [BUDGET], but Emerald Bee will make every effort to come in under budget while still achieving the Client's goals. No overages or purchases will take place without the express written agreement of the Client. Based on the project scope, defined below, Emerald Bee will begin Design Development and deliver Project Documents to the Client approximately [TIMEFRAME] from the execution of this Agreement. Once a Design Plan has been agreed upon, we will establish a timeline for Implementation.

Space	Scope of Work			
	Complete redesign of primary bedroom including, but not limited to			
Primary	furnishings, textiles (window treatments, bed linens, etc.), lighting,			
Bedroom	wall/ceiling treatments, art, and décor. Client requested "spa-like/relaxing"			
	space with lighter wood tones and pops of color.			

[CLIENT 1]	[CLIENT 2]	

## **SCOPE OF AGREEMENT**

Emerald bee has been engaged to assist Client with interior design services as detailed in the Statement of Work above (collectively "Services"), pursuant to the terms and conditions set forth in this Agreement. Any changes to the scope will require additional written agreement.

#### PAYMENT AND REFUND CANCELLATION TERMS

# Design Fees

Fees for interior design services are project and scope dependent. Design-only projects are billed as quoted and all design fees are due at signing. Full-service design projects are charged at a rate of 25% of the total project cost. Client will be provided with copies of all vendor invoices for full transparency. Design fees are non-refundable.

A retainer of 50% of the estimated design fees are due at signing for Full-service design.

For example, Client-provided initial budget is \$10,000, estimated design fees are \$2,500 (25% of budget), and \$1,250 is due at signing (50% of estimated design fees). If Client provides initial budget as a range, the higher number will be used to determine retainer fees.

25% of the estimated design fees are due at completion of design plans.

Continuing the example above, an additional \$625 is due on receipt of project documents.

The final balance will be calculated based on actual project cost at completion and will be billed at project close-out.

Continuing the example above, if actual project costs total \$8,500 (\$1,500 below initial budget), the total design fees are \$2,125. \$1,875 in design fees have already been collected, therefore the balance at close-out for design fees is \$250.

### Procurement Fees

All materials, fixtures, and furnishing ("Interior Selections") purchased on behalf of Client by Emerald Bee will be billed prior to purchase. Invoices for Interior Selections are due on receipt and will likely delay the completion date if not paid promptly as orders will not be placed until payment is received in full.

Custom products are non-refundable. Retail products may be refundable when available by the retailer. Restocking fees may apply and will be set by the retailer/ manufacturer. When purchases are made by Emerald Bee, Emerald Bee will be responsible for returns, exchanges, and refunds when possible.

Payments can be made by credit cards, checks, or bank transfers. Additional fees of 3.0% apply to payments made by credit card. Invoices are to be paid within thirty (30) days from receipt. Payments delinquent beyond thirty (30) days shall be charged a delinquent service fee of 10% of the invoiced amount with a minimum \$50 charge. Any payments beyond sixty (60) days past due will delay the completion date for Services.

## **PURCHASING TERMS AND WARRANTIES**

At Client's request, Interior Selections will be purchased on behalf of the Client by Emerald Bee. When available, Emerald Bee will extend trade discounts to the Client. A separate purchasing agreement will be presented to the Client for approval, signature, and payment. Emerald Bee is not responsible for changes in vendor inventory and/or shipping delays. Emerald Bee will notify Client of any such issues as we become aware of them, at which time Client can either approve delays, or reselect. The warranty for products purchased is between the Client and manufacturer. Emerald Bee is not responsible for matters related to warranty claims.

Any larger items will be delivered directly to the project address. Client will need to coordinate with Emerald Bee when scheduling deliveries and provide access to the space at the agreed-upon time. Smaller items will be delivered to Emerald Bee. Emerald Bee will make appointment(s) with the Client to install/style smaller items in the space as they are available.

#### **CONTRACTORS & CONSULTANTS**

It is often necessary for Emerald Bee to work with third-party contractors with whom the Client will be required to sign a separate agreement. While Emerald Bee makes every effort to vet and select reputable contractors/consultants, we cannot provide a warranty, guarantee their quality of work, nor are we responsible for their performance. Emerald Bee will periodically observe or check-in on the work being done and maintain regular communication with all third-parties to ensure best possible outcomes toward meeting project goals.

## **CLIENT CONTROL OF DECISIONS**

Client maintains control of all decisions and should reject advice provided by Emerald Bee with which they do not agree. Emerald Bee provides the Services described in an effort to assist the Client but is not responsible for long-term outcomes of the project.

## PHOTOGRAPHS/ VIDEOGRAPHY AND PUBLICITY

Photographs or videos of project may be used from time to time on Emerald Bee's website and social media platforms for marketing purposes. Photography will have no identifying information. By signing this contract, you release Emerald Bee from any liability with project photographs or video.

## INTELLECTUAL PROPERTY

All concepts, drawings, renderings, videos, etc., known as "project documents," prepared by Emerald Bee, will remain at all times Emerald Bee property. Project Documents may not be used by Client for any purpose other than completion of project. Clients may share images of "project documents" on social media platforms, but we kindly request that @emeraldbeeinteriors is tagged/credited.

## **TERMINATION**

This agreement can be terminated in the event that either party fail to uphold the terms. A phone call and a written notice are required to explain the reasoning. In the event of termination, Client shall remain liable for the amount due for work performed up and until notice of cancelation. Emerald Bee shall also be compensated for all outstanding balances on purchases made on behalf of the Client.

## NON-LIABILITY | ACTS OF GOD

Neither Party shall be liable or responsible for any failure or delay to perform any of their obligations under this Agreement when such failure or delay is due to fire, riot, flood, strike, lockout, war, civil commotion, acts of God, weather, omissions or acts of public authorities, changes in law, regulations or policies of the Government or any other reason beyond the control of Parties.

#### **RESOLUTION OF DISPUTES**

Client and Emerald Bee agree that all claims, disputes or controversies of any kind arising out of or related to the performance, interpretation, breach, application or enforcement of the Contract shall be determined by binding arbitration and not by a court of law or equity. Any claims, disputes or controversies shall be settled in accordance with the rules of the State of Texas and judgement upon the award rendered by such arbitration shall be entered in any court having jurisdiction over the matter. The Client and Emerald Bee expressly waive all other methods of legal recourse against each other and agree to be bound by the award rendered by such arbitration.

Thank you again for choosing Emerald Bee Interiors, LLC. We look forward to collaborating with you!

	Date:
Emily Mussett	
Emerald Bee Interiors, LLC	
	Date:
[CLIENT 1]	
	Date:
[CLIENT 2]	ı
	Emily Mussett