



EMERALD BEE

I N T E R I O R S

Virtual 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! Virtual Design is unique in that the client will be responsible for executing the provided design plan. We believe that collaborating closely with our clients lays the foundation of a successful project! Once we have a sense of your vision, we will deliver easy-to-follow project documents that will set you up for effective implementation! 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]

VIRTUAL DESIGN PROCESS

1. Intake

Emerald Bee will e-mail the Client a Design Consultation Questionnaire, and Client will return completed form via e-mail to emily@emeraldbeeinteriors.com. It is helpful if Client also sends photographs and/or video of the space(s) within the project scope at this time. After receipt of the completed consultation form, Emerald Bee will schedule a virtual appointment with the Client to view and discuss the space, review the budget, and define project scope. With Virtual Design, the Client is required to provide measurements of spaces within the identified scope, as well as any existing items to be integrated into the design. Emerald Bee will provide guidance for taking accurate measurements, but is not liable for any inaccuracies. After the virtual consultation, Emerald Bee will send the Client an Virtual Design Contract providing the Statement of Work and defining the Terms of Agreement and obligations for both parties.

2. Design Development

After the Contract is signed by both parties, Emerald Bee will obtain quotes for any necessary materials, fixtures, and furnishings. With Virtual Design, Emerald Bee is not responsible for sourcing local contractors, but will attempt to estimate average cost of professional installation based on available data for the project location. 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.

3. 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 requests that the Client submit any questions, feedback, or requested changes by responding in writing to this e-mail. Emerald Bee will revise the Project Documents up to two (2) times. If further revisions are needed, an additional virtual consultation may be required to better define project scope, which may incur additional fees.

4. Implementation & Project Close Out

For Virtual Design, once the design plan (Delivery) has been approved by the Client, implementation of the design plan will be the sole responsibility of Client. For additional procurement fees, Emerald Bee will extend trade discounts (as available) to the Client and make purchases of agreed-upon Interior Selections at Client's request. Client is responsible for all payments to third-party contractors, paid per separate agreement between Client and said contractors. When the project work is complete, Emerald Bee would love to receive Client photographs of room transformations! Emerald Bee can provide guidance for taking the best pictures of the space, upon request.

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 [INSERT BUDGET], but Emerald Bee will make every effort to ensure selections come in under budget while still achieving the Client’s goals. 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.

Space	Scope of Work
Primary Bedroom	Complete redesign of primary bedroom including, but not limited to furnishings, textiles (window treatments, bed linens, etc.), lighting, 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. Virtual Design (Design-only) projects are billed as quoted and **all design fees are due at signing**. Design Development will not commence until design fees are paid in full. Design fees are non-refundable.

Procurement Fees

All materials, fixtures, and furnishing ("Interior Selections") purchased on behalf of Client by Emerald Bee will be billed prior to purchase (see Purchasing Terms and Warranties below). 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. Client is responsible for coordinating returns, exchanges, and refunds of items shipped directly to the project site.

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 and shipped directly to the project site. **When available, Emerald Bee will extend trade discounts to the Client.** Client billing will include the price of the item(s), a **procurement fee of 10% of the total price**, and any applicable taxes, shipping and handling fees. 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.

Client will need to coordinate with Emerald Bee when scheduling deliveries and provide clear access to the space at the agreed-upon time.

CONTRACTORS & CONSULTANTS

Depending on the Client skillset, some designs plans may require the hiring of third-party contractors/consultants for Implementation. Emerald Bee is not responsible for sourcing or vetting third-party contractors on Virtual Design projects. The Client may provide third-party contractors/consultants with any construction drawings included in the Project Documents to assist in securing an accurate cost estimate. The Client will likely be required to sign a separate agreement with any professional third-party contractors hired to complete the Implementation. Emerald Bee cannot provide a warranty, guarantee their quality of work, nor are we responsible for their performance.

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 provided by the client throughout the 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!

Emily Mussett
Emerald Bee Interiors, LLC

Date:

[CLIENT 1]

Date:

[CLIENT 2]

Date:

