



Paula Grace Designs, Inc.
 19875 Naples Lakes Terrace
 Ashburn, Virginia 20147
 Phone: 703.201.1490
 Fax: 703.726.1214
 clientservices@paulagracedesigns.com
 www.paulagracedesigns.com
 www.paulagracedesigns.blogspot.com

RESIDENTIAL INTERIOR DESIGN SERVICES AGREEMENT*

This **AGREEMENT** is made this _____ day of _____
 in the year Two Thousand and _____

BETWEEN THE CLIENT

(name, address, home phone number, email address, cell phone number, fax number)

and

**Paula Grace Designs, Inc.
 19875 Naples Lakes Terrace
 Ashburn, Virginia 20147**

The **CLIENT** and **PAULA GRACE DESIGNS, INC.** agree as follows:

The Project pertains to the following areas within the Client’s residence noted above:

- ___ Foyer
- ___ Family Room
- ___ Living Room
- ___ Dining Room
- ___ Powder Room
- ___ Kitchen
- ___ Home Office
- ___ Sunroom
- ___ Master Bedroom
- ___ Master Bath
- ___ Bedroom (specify _____)
- ___ Bedroom (specify _____)
- ___ Bedroom (specify _____)
- ___ Hall Bath
- ___ Bath (specify _____)

**Contract adapted from the American Society of Interior Designers Document ID121 – Updated 10/6/2009*



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- ___ Bath (specify _____)
- ___ Recreation Room
- ___ Basement
- ___ Adjacent public space
- ___ Adjacent private space
- ___ Other (specify _____)
- ___ Other (specify _____)
- ___ Other (specify _____)

A. FULL SERVICE INTERIOR DESIGN

INTERIOR DESIGN SERVICES

I. Design Concept Services

- A. In this phase of the Project, Paula Grace Designs, Inc. shall, as and where appropriate, perform the following:
 - 1. Determine Client's design preferences and requirements.
 - 2. Conduct an initial design study.
 - 3. Provide illustrations and other materials to generally show the suggested interior design concepts, to include furnishings, fabric, color palettes, interior finishes, wall coverings, floor coverings, ceiling treatments, lighting treatments, and window treatments.
 - 4. Prepare AutoCAD layout showing location of movable furniture and furnishings (a.k.a. space plan, furniture plan, and lighting plan as applicable).
 - 5. Prepare plans for recommended cabinet work, interior built-ins and other interior decorative details (a.k.a. Interior Installations).

- B. Prior to commencing Design Concept Services, Paula Grace Designs, Inc. shall receive an Initial Design Fee of \$500.00 (five hundred dollars). This Design Fee is payable upon signing this Agreement and is in addition to all other compensation payable to Paula Grace Designs, Inc. under this Agreement. The Initial Design Fee will be a credit on your account.



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II. Interior Specifications and Purchasing Services

- A. Paula Grace Designs, Inc. will, as and where appropriate:
1. Select and / or specially design Interior Installations and all required items of movable furniture, furnishings, light fixtures, hardware, fixtures, accessories and the like (a.k.a. Merchandise).
 2. Prepare and submit for Client's approval Purchase Orders for the purchase of Merchandise.
- B. Paula Grace Designs, Inc. may, at times, request Client to engage others to provide Interior Installations, pursuant to the arrangements set forth in the Project Review and Project Management services described in this Agreement.
- C. Merchandise to be purchased though Paula Grace Designs, Inc. will be specified in a written Purchase Order (PO) prepared by Paula Grace Designs, Inc. and submitted in each instance for the Client's written approval. Each PO will identify the item, its price, applicable sales tax, and freight cost to the Client. The price of each item to the Client (a.k.a. Client Price) shall be the amount charged to Paula Grace Designs, Inc. by the supplier of such item (a.k.a. Supplier Price), plus Paula Grace Designs, Inc. purchase fee of 33%. If installation is required, an estimate for such services will be completed upon request.
- D. No item will be ordered by Paula Grace Designs, Inc. until the Purchase Order has been approved by the Client, in writing, and returned to Paula Grace Designs, Inc. with the required payment equal to 100% (one hundred percent) of the Client Price.
- E. Should the merchandise require a Receiving and Delivery (R&D) Company (e.g. large furniture), the freight cost on the Invoice will be from the vendor to the R&D Company. The R&D Company will schedule delivery of the Merchandise directly with the Client. The Client is responsible to pay the R&D Company directly upon receipt of the Merchandise.
- F. The R&D Company will inspect all Merchandise. Should the Merchandise arrive damaged to the R&D Company, the R&D Company will contact Paula Grace Designs, Inc. Paula Grace Designs, Inc. will contact the client to inform the Client and schedule replacement Merchandise to be sent. The Client will not be responsible to pay any additional freight costs.
- G. Client shall inspect all merchandise upon delivery and advise the R&D Company of any damage or non-conformity in writing at the time. Paula Grace Designs, Inc. reserves the right to fix or replace any damaged piece at no additional cost to the Client.



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- H. Should Merchandise be sent directly to the Client, the Client will have **24 hours to inspect**. The Client should not accept any Merchandise that has damaged packaging unless it is opened and inspected upon delivery. Should Merchandise be delivered damaged, Client will call / email Paula Grace Designs, Inc. A picture of the damaged Merchandise is required. Paula Grace Designs, Inc. will order a replacement for the damaged Merchandise. The Client will not be responsible to pay any additional freight costs.
- I. Should the client return any Merchandise purchased through Paula Grace Designs, Inc. for reasons other than damage, the client will receive a 75% refund of the Client Price. A restocking fee equal to 25% of the Client Price is required plus the cost of freight to return the item to the vendor. All returns must occur in the original packaging, and all merchandise must be unused and undamaged.
- J. **Custom merchandise is non-refundable.** Custom Merchandise (CM) will be identified as such on the PO. All sales of custom merchandise are final.

PROJECT MANAGEMENT

- I. If the nature of the Project requires engagement by Client of any contractors to perform work based upon Paula Grace Designs, Inc. concepts, drawings or interior design specifications, Client will enter into contracts directly with the concerned contractor.
- II. Paula Grace Designs, Inc. will, as and where appropriate, provide referral to licensed and insured contractors and installers, meet with and / or schedule any or all contractors and installers for estimates or otherwise purposes, organize contractors' and installers' schedules and review the contractors' and installers' work to determine whether the work is preceding in general conformity with Paula Grace Designs, Inc. concepts. Constant observation of contractors' work at the Project site is not a part of Paula Grace Designs, Inc. duties. Paula Grace Designs, Inc. is not responsible for the performance, quality, timely completion or delivery of any work, materials or equipment furnished by contractors or pursuant to direct contracts with the Client.
- III. Window treatment and art installers require a representative from Paula Grace Designs, Inc. remain present at the Project site for the entire time involved to complete the installation.



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B. COMPENSATION

I. PLAN A

- A. For all Full Service Interior Design Services provided by Paula Grace Designs, Inc. pursuant to this Agreement, Paula Grace Designs, Inc. shall be compensated by the hourly Fee of \$100.00 (one hundred dollars).
- B. Based on the discussions at the initial meeting, the estimate to complete the project is _____ hours, not to exceed _____ hours.
- Clients' Initials** _____.
- C. Should the Client require additional services above and beyond the scope of work covered in this contract, the hour estimate will be amended.
- Clients' Initials** _____.
- D. Hourly and project management charges will be invoiced to Client monthly and are payable within 30 (thirty) days of invoice date. Invoices are generally sent to Client on the first of each month.
- E. If any amount is not paid when due, Paula Grace Designs, Inc. may suspend all work until payment is received and shall have the right to request advance payment before resuming services.

II. PLAN B

- A. For all Full Service Interior Design Services provided by Paula Grace Designs, Inc. pursuant to this Agreement, Paula Grace Designs, Inc. shall be compensated by a fixed fee. A specific sum to cover costs, exclusive of reimbursement for expenses. One total fee applies to the complete range of services, from conceptual development, project management, specifications and purchasing, and installation.
- B. Based on the discussions at the initial meeting, the estimated fixed fee to complete the project is noted below. This fee is payable in three monthly installments from the initiation of services. The installments are payable within 30 (thirty) days of the invoice date. Invoices are generally sent to Client on the first of each month.

Fixed Fee: \$ _____



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_____ Dollars

Client's Initials _____.

- C. Should the Client require additional services above and beyond the scope of work covered in this contract, the fixed fee will be amended.

Client's Initials _____.

C. CONSULTATION SERVICES

- I. An Hourly Compensation Fee of \$130.00 (one hundred thirty dollars) is payable at the time of service should the Client require **Consultation Services only**.
- II. Consultation Services are defined as the provision of design ideas / recommendations only and is absent of Full Service Interior Design – formal Design Concept and Interior Specification, Purchasing Services, or Project Management set forth in those portions of this Agreement.

D. MISCELLANEOUS

- I.
 - A. Disbursements and fees incurred by Paula Grace Designs, Inc. in the interest of the Project shall be reimbursed by Client to Paula Grace Designs, Inc. within 30 (thirty) days of receipt of Paula Grace Designs, Inc. invoices, which are rendered monthly. Reimbursements shall include, among other things, costs of long distance travel, long distance phone calls, duplication of plans, drawings, and specifications, and the like.
 - B. Any amount not paid when due under this Agreement shall bear interest at the rate of 1% per month until paid. In the event Paula Grace Designs, Inc. hires an attorney to enforce any right under this Agreement, Client shall reimburse Paula Grace Designs, Inc. for all such attorney fees and expenses, regardless of whether suit is filed.
 - C. Any estimates of cost are only for the purpose of informing the client of the potential cost of any furniture, furnishing or service. It is understood and agreed that such estimates are not binding, and actual costs or fees may be more or less.



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- II. Paula Grace Designs, Inc.'s drawings and specifications are conceptual in nature and intended to set forth design intent only. They are not to be used for architectural or engineering purposes. Paula Grace Designs, Inc. does not provide architectural or engineering services.
- III. Paula Grace Designs, Inc.'s services shall not include undertaking any responsibility for the design or modification of the design of any structural, heating, air-conditioning, plumbing, electrical, ventilation or other mechanical systems installed or to be installed at the Project.
- IV. Should the nature of Paula Grace Designs, Inc.'s design concepts require the services of any other design professional, such a professional shall be engaged directly by the Client pursuant to separate agreement as may be mutually acceptable to Client and such other design professional.
- V. As Paula Grace Designs, Inc. requires a record of Paula Grace Designs, Inc.'s design projects, Client will permit Paula Grace Designs, Inc. or representatives to photograph the Project upon completion of the Project. Paula Grace Designs, Inc. will be entitled to use photographs for Paula Grace Designs, Inc. business purposes but shall not disclose Project location or Client's name without Client's prior written consent.
- VI. All concepts, drawings, and specifications prepared by Paula Grace Designs, Inc. (a.k.a. Project Documents) and all copyrights and other proprietary rights applicable thereto remain at all times Paula Grace Designs, Inc.'s property. Project Documents may not be used by Client for any purpose other than completion of Project by Paula Grace Designs, Inc.
- VII. Paula Grace Designs, Inc. cannot guarantee that actual prices for Merchandise or other costs or services presented to Client will not vary either by item or in the aggregate from any Client proposed budget.
- VIII. This Agreement may be terminated by either party upon the other party's default in performance, provided that termination may not be effected unless written notice specifying nature and extent of default is given to the concerned party and such party fails to cure such default in performance within 30 (thirty) days from the date of



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receipt of such notice. Termination shall be without prejudice to any and all other rights and remedies of Paula Grace Designs, Inc., and Client shall remain liable for all outstanding obligations owed by Client to Paula Grace Designs, Inc. and for all items of Merchandise, Interior Installations and other services on order as of the termination date. Termination shall not void any existing purchase orders, and client shall continue to be responsible for any obligation incurred prior to the effective date of termination.

- IX. In addition to all other legal rights, Paula Grace Designs, Inc. shall be entitled to withhold delivery of item of Merchandise or the further performance on Interior Installations or any other services, should Client fail to timely make payments due Paula Grace Designs, Inc.
- X. Any controversy or claim arising out of or relating to this Agreement, or breach thereof, shall be decided by litigation in Circuit Court of Loudoun County.
- XI. Client will provide Paula Grace Designs, Inc. with access to the Project and all information Paula Grace Designs, Inc. may need to complete the Project. It is Client's responsibility to obtain all approvals required by any governmental agency or otherwise in connection with this Project.
- XII. Any sales tax applicable to Merchandise purchased from Paula Grace Designs, Inc. shall be the responsibility of the Client.
- XIII. Neither Client nor Paula Grace Designs, Inc. may assign their respective interests in this Agreement without written consent of the other.
- XIV. The laws of the State of Virginia shall govern this Agreement.
- XV. Paula Grace Designs, Inc. shall not be responsible or liable for permits, governmental approvals, engineering, architectural services, manufacturing defects, acts of God, delays or actions of third parties.
- XVI. Any provision of this Agreement held to be void or unenforceable under any law shall be deemed stricken and all remaining provisions shall continue to be valid and binding upon both Paula Grace Designs, Inc. and Client.



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XVII. This Agreement is a complete statement of Paula Grace Designs, Inc.'s and Client's understanding. No representations or agreements have been made other than those contained in this Agreement. This Agreement can be modified only by a writing signed by both Paula Grace Designs, Inc. and Client.

ADDITIONAL NOTES:

CLIENT:

Signature *Print Name* *Date*

Signature *Print Name* *Date*

PAULA GRACE DESIGNS, INC. REPRESENTATIVE:

Signature *Print Name* *Date*