**INTERIOR DESIGN AGREEMENT**

**Background:**

This Interior Design Agreement (“Agreement”) is entered into on the [INSERT DATE] between:

**Designer(s)**: [INSERT NAME] located at [INSERT ADDRESS] (“**Designer**”, “**Party**”, “**Parties**”) and

**Client(s)**: [INSERT NAME] located at [INSERT ADDRESS] (“**Client**”, “**Party**”, “**Parties**”)

**Services**

1. The Designer agrees to provide the services and the Client agrees to purchase the following services highlighted in Schedule 1 of this Agreement.
2. The Designer has the skill, experience and contacts necessary to assist in formulation and implementation of an interior decorating plan, and desires to provide such services to the Client under the terms and conditions set forth in this agreement.

**Deliverables**

1. This assistance will include a conceptual design and a detailed plan for implementation plus consultations as requested by the Client. The plan may address, but will not be limited to, the following:
	1. [recommendations relative to placement and arrangement of specific, existing furnishings of the Client];
	2. [recommendations regarding selection and placement of new custom furnishings and accessories];
	3. [coordination of selections of tiles, cabinets, surface finishes, fabrics, wallpaper and paints, carpeting and rugs, window treatments, and accessories];
	4. [acquisition of custom furnishings and accessories, unique and imported sinks, tubs, tiles, and faucets, cabinets, finishes, fabrics, wallpaper and paints, carpeting and rugs, window treatments, antique lighting and hardware];
	5. [assistance in acquisition of stock items from retail sources];
	6. [assistance in selection of wall colors that are in harmony with all other fabrics and surface finishes];
	7. [recommendation of appropriate interior architectural features; i.e., mantels, molding, cabinetry, kitchen cabinets, bathroom fixtures and hardware, flooring designs, lighting, built-in cabinetry, and other items];
	8. [sketches of interior cabinetry, drapery treatments and room layouts]; and
	9. [attendance and participation in periodic progress meetings with the architect and builder].

**Custom Purchases**

1. Invoices for Custom Purchases will be presented periodically in accordance with the schedule of work being done as indicated to The Designer by The Client and are due and payable when presented. [All Custom Purchases will be procured on behalf of The Client only upon the Designer’s receipt of the full purchase price of the item in question.]
2. Applicable sales taxes and incurred freight charges will be invoiced periodically. Designer will not be held responsible for natural inconsistencies and variances associated with materials including, but not limited to: sisal, seagrass, wool, silk, linen and inconsistencies in hand applied wood finishes. Designer is also not responsible for individual variations from samples to ordered product. This applies to paint, wallpaper, fabric runs, carpeting, accessories, lighting, case goods, and custom furnishings.

**Purchase Price**

1. The Client agrees to pay to the Designer a total sum of $[INSERT AMOUNT] for all obligations under this Agreement.
2. The Designer [SHALL **OR** SHALL NOT] be responsible for all taxes in relation to the purchase of Services under this Agreement.

**Payment**

1. Payment for the Services will be by: [INSERT ALL THOSE THAT APPLY]
	1. [Credit or debit card];
	2. [Personal Cheque];
	3. [Cashier cheque];
	4. [Cash];
	5. [Money order]; and
	6. [Wire transfer].
2. The Following amounts will be paid:
	1. Amount of $[INSERT AMOUNT] previously paid by the Client;
	2. Down payment of $[INSERT AMOUNT] upon the performance of this Agreement.
	3. Payment of $[INSERT AMOUNT] for the Services [upon the completion of the Services] **OR** [in instalments of $[INSERT AMOUNT] on [INSERT DUE DATE OF INSTALMENT PAYMENTS], until the price of the Services has been paid in full.

**Right of Inspection**

1. [There is no right to inspection] **OR**

[The Client shall have the right to examine the final products and shall do so within [INSERT DAYS] of receipt of the final product(s). In the event the Client discovers any issues, errors, or faults with the Services, the Client shall notify the Designer within [INSERT DAYS] of discovering said faults, or after completion of the Services. Failure to notify the Designer of these faults within this timeframe shall comprise an acceptance of the terms of this Agreement. ]

1. In the event the Services do not meet the standards of this Agreement, the Client may:
	1. [Request one revision of the product]
	2. [Terminate the Agreement following a 50% payment of the Services]
2. The above shall be the sole remedy of the Client and the only obligations on the Designer in the event any of the Services in this Agreement do not meet the Client’s standards.

**Security Interest**

1. The Client grants to the Designer a security interest for any products resulting from the Services highlighted in this Agreement and Schedule 1, until the Client has fully paid for the Services.
2. The Client shall provide the Designer with any necessary documents the Designer may request to finalise the Security Interest.

**Force Majeure**

1. The Designer shall not be responsible for any claims or damages resulting from any delays in performance or non-performance of the Terms of this Agreement due to unforeseen circumstances out of the Designers reasonable control.

**Limitation of Liability**

1. The Designer shall not in any circumstance be liable for any loss of profit, goodwill, business, business opportunity, indirect, special, consequential, or punitive damage arising from this Agreement.
2. In no event will the Designer be liable for any amount exceeding the price paid by the Client for the Services giving rise to the claim.

**Assignment [INSERT WHICH APPLIES]**

1. [The Designer will need permission in the event they assign a third party. The Seller may not assign any of its rights or appoint any performance under this Agreement, except with the prior [written] consent of the Client. Any implied assignment of rights or delegation of performance in violation of this clause is null and void.] **OR**
2. [The Client will need permission in the event they assign a third party. The Client may not assign any of its rights or appoint any performance under this Agreement, except with the prior [written] consent of the Designer. Any implied assignment of rights or delegation of performance in violation of this clause is null and void.] **OR**
3. [Both parties will need permission in the event they assign a third party. Either party may not assign any of its rights or appoint any performance under this Agreement, except with the prior [written] consent of the other party. Any implied assignment of rights or delegation of performance in violation of this clause is null and void.] **OR**
4. [Either party in this Agreement does not require permission to assign and delegate its rights to a third party.]

**Amendments**

1. No amendment of the terms in this Agreement shall be effective unless it is in writing and signed by both parties.

**Governing Law**

1. The terms of this Agreement shall be governed and construed in accordance with the law of [ENTER GOVERNING LAW].

**Dispute resolution**

1. Any dispute arising from this Agreement shall be resolved through: [INSERT ALL THAT APPLY]
	1. [Court Litigation][:if either Party brings legal action, the prevailing party will be entitled to recover from the other party, any legal expenses incurred in relation to the claim.
	2. [Binding Arbitration [INSERT DETAILS]];
	3. [Mediation.]

**Entire Agreement**

1. This Agreement, including any schedules and appendixes, constitutes the entire agreement between the parties, and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations, and assurances between them, whether written or oral.

**Notices**

1. Any notice or other communication given to a party in connection with this Agreement shall be in writing, and shall be:
	1. Delivered either by hand, by pre-paid first-class post, or by other next working day delivery service, at the receiving party’s postal address provided in this Agreement unless otherwise stated; **OR**
	2. Sent by email to the email address specified in writing as being a suitable address for service.

**Waiver**

1. No Party shall be deemed to have waived any provision of this Agreement unless such waiver is expressed in writing.
2. No failure or delay by a party to exercise any right or remedy provided under this agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy.

**Miscellaneous**

1. This Agreement shall be binding upon and accustomed to the benefits of the parties and their representatives. The provisions of this Agreement are severable meaning if any provision is invalid or unenforceable, it shall not affect the validity and enforceability of the rest of this Agreement.
2. This Agreement may be executed in one or more counterpart. Each counterpart shall be considered an original.

**Other**

1. The Client may cancel this transaction at any time before midnight on the third business day after the transaction is made. For more information regarding cancelling the transaction, please see the attached cancellation form.

**Schedule 1- Details of Services**

|  |  |  |
| --- | --- | --- |
| **Description of Services** | **Number of projects** | **Price of project ($)** |
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|  |  |  |

**IN WITNESS WHEREOF**, the Parties have executed this Agreement as of the date stated above.

 **SIGNATURES**

|  |  |  |
| --- | --- | --- |
|  |  |  |
| **Client Signature** |  | **Client Full Name** |

|  |  |  |
| --- | --- | --- |
|  |  |  |
| **Client Signature** |  | **Client Full Name** |

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| --- | --- | --- |
|  |  |  |
| **Designer Signature** |  | **Designer Full Name** |

|  |  |  |
| --- | --- | --- |
|  |  |  |
| **Designer Signature** |  | **Designer Full Name** |