



## DESIGN CONSULTATION SERVICE AGREEMENT

**1. Agreement.** This agreement for Interior Design Consultation Services ("Agreement") is made by and between **INTERIORS, LLC** ("Designer") and the undersigned ("Client"). Please indicate your acceptance of this Agreement by signing on the appropriate signature line below. This Agreement shall bind the parties contractually once it is fully executed; however, it shall only be effective and commence on the date the Design Consultation Fee is received by Designer ("Effective Date").

**2. Fees.** Upon execution of this Agreement, Client shall promptly, but no later than [7] business days from full execution of this Agreement deposit the sum of **US\$ 3,500.00** (the "Design Consultation Fee") with Designer. The Design Consultation Fee is non-refundable and due **IN FULL** prior to scheduling. Designer shall perform services for a period not to exceed forty-five (**45**) consecutive days from the Effective Date (the "Term"), during normal business hours. After expiration of the Term, if the Parties want to continue with Services, they must enter into a mutually agreeable amendment to this Agreement reflecting those new terms.

**3. Services.** In exchange for the Design Consultation Fee and subject to Client's obligation to use Design Consultation Hours prior to expiration of the Term, Designer shall perform a total of **ten (10)** hours of services ("Design Consultation Hours") at the rate of **\$350** per hour ("Hourly Rate"). Design Consultation Hours shall be used by Designer to perform the tasks discussed in the initial Design Consultation. Hours not used prior to the expiration of the Term shall be deemed forfeited and are not subject to reinstatement or rollover to another project.

A. **Additional Services.** Designer shall notify Client when only two (2) Design Consultation Hours remain. In the event that the two (2) remaining Design Consultation Hours are insufficient to complete any work in progress for the Scope of Services, Designer shall invoice Client for an amount equal to the Hourly Rate multiplied by the estimated additional Design Consultation Hours needed ("Additional Service Hours"). Unless the Client pays timely in advance for the Additional Service Hours, Services shall cease and this Agreement shall expire upon the earlier of either: 1) the depletion of the Design Consultation Hours, or 2) expiration of the Term.

B. **Purchasing Services.** (If applicable)

\_\_\_ **OPTION 1 - CLIENT RESPONSIBLE FOR ALL PURCHASES, COORDINATION AND DELIVERY OF FURNISHINGS**

\_\_\_ **OPTION 2 - Designer purchases on client's behalf and shall use its best efforts to purchase items in a cost-effective manner. Section 4 and Section 5 of this Agreement apply ONLY if Client selects this Option 2.**

#### **4. Purchasing, Supervising Deliveries, & Installations.**

For Services performed in connection with purchasing materials, supervising deliveries, installations, and related services on Client's behalf, Designer shall be paid at its Hourly Rate for supervising and performing any such Services. As it pertains to any costs that are incurred aside from the Hourly Rate, Client shall be responsible for those payments, which will be passed through to the Client and invoiced to the Client if paid in advance by Designer. All rates for items, materials, deliveries, and installation services are subject to market changes that can fluctuate, and are based upon variability of the items Client selects for purchase, or the market rates for services performed by third parties. Client agrees to accept such changes to pricing as dictated by the market and communicated by the Designer.

Upon Client's written approval (e.g. via email, or checking the "I agree" box, if appropriate), Designer will source, select and/or order "special-order" or "commissioned exclusively for Client" items, and purchase items (including but not limited to: tile, lighting fixtures, plumbing trim & fixtures, appliances, hardware, fabrics, movable furniture, furnishings, decorative millwork, cabinetry and built-ins, decorative lighting fixtures, decorative hardware, and accessories) (collectively, "Materials"). Designer is not liable for any delays in payment caused by Client that result in unavailability of Materials. Sourcing of Materials may include on-site visits to vendors and providing samples, mock-ups, or illustrations to Client in physical or electronic form. While Designer does not and cannot guarantee that Materials will be defect or error free, at Client's request Designer will work with Client toward satisfactory resolution of any error or defect in Materials. As it pertains to any installations, Designer can produce a list of qualified contractors that Client can choose from and enter into its own contractual agreement for those services. Any cost associated with the use of contractors shall be paid for by the Client, unless Designer is to be reimbursed from the Client for making any such payment in advance on the Client's behalf.

As it pertains to any installations, Designer can produce a list of qualified contractors that Client can choose from and enter into its own contractual agreement for those services; provided, however, Designer shall supervise, and project manage the selected contractor at the Hourly Rate regardless if Client chooses a qualified contractor from the Designer or an alternative source. Any cost associated with the use of contractors shall be paid for by the Client unless Designer is to be reimbursed from the Client for making any such payment in advance on the Client's behalf.

**5. Invoicing & Payment.** Designer shall invoice Client for purchase of approved Materials prior to purchasing any Materials on behalf of Client and Client shall pay each invoice in full (including all applicable, taxes, fees, surcharges, tariffs, shipping, delivery etc.). Designer is under no obligation to purchase Materials unless and until an invoice is paid in full. With the exception of incorrect items or damaged/defective items, returns may not be accepted. Cancellations, if available from the manufacturer or vendor, will be assessed on a per-item basis and may be subject to a restocking fee (minimum **30%** of the cost of an item), plus costs of shipping. Custom items cannot be cancelled or returned. Designer shall also arrange delivery and installation of Designer-purchased furnishings and other items purchased on behalf of the Client for the Project. Moreover, Client understands and agrees Designer has no control over the terms and conditions for refunds and returns of Materials from manufacturers and vendors.

**6. Termination.** This Agreement commences on the Effective Date and shall continue in effect unless terminated as set forth herein.

A. **Termination for Convenience.** Either party may terminate this Agreement for convenience upon written notice. If Designer provides notice of termination for convenience prior to expiration of the Term, then Designer shall refund any unused portion of the Design Consultation Fee that has not already been earned by Designer up to the termination date. If Client provides notice of termination for convenience prior to expiration of the Term, then Client shall forfeit the Design Consultation Fee. Client covenants and agrees the remaining portion of the Design Consultation Fee is not a termination penalty; rather, it is a reasonable estimation of the fees Designer would have earned if this Agreement was not prematurely terminated by Client without cause.

B. **Termination for Cause.** Either party may terminate this Agreement in the event of the other party's breach of this Agreement upon at least fifteen (7) days advance written notice specifying the breach, and the party in breach shall have fifteen (7) days from the date of such notice to cure or commence cure of the breach. If Designer terminates this Agreement for cause, the Client forfeits remaining Design Consultation Hours and Fees. If Client terminates this Agreement for cause, Designer shall refund an amount equal to the Hourly Rate multiplied by the remaining Design Consultation Hours and Fees that have not already been earned by Designer up to the termination date.

**7. Disclaimers & Limitations of Liability.**

A. Designer makes no representations, and expressly disclaims all warranties, about the suitability, for any purpose, of designs or design suggestions, which are provided "as is" without expressed or implied warranty of any kind. Designer disclaims all implied warranties of merchantability and fitness for a particular purpose. To the extent that U.S. states provide rights in addition to those above, or do not allow limitation or exclusion of implied warranties, the above limitations may not apply thereby making such clause or any portion thereof invalid, it shall be limited and shall not affect the validity or enforceability of the remainder of the clause. Further, Designer makes no representation or warranty of Materials being available or delays in shipping and receiving of Materials due to influences outside of Designer's control, ranging from changing market conditions, supply chain availability, inflation, and other related variables. The foregoing shall not be grounds for termination of this Agreement; rather, Designer and Client can collaborate on modifications to the selected Materials. As it pertains to the Materials purchased for Client from third-party vendors, manufacturers, or builders, Designer makes no representation or warranty *as to the safety, reliability, durability and performance of any of the Materials. Furthermore, Designer accepts no liability whatsoever for the safety, reliability, durability and performance of any of the purchased Materials.* DESIGNER MAKES NO CLAIMS, REPRESENTATIONS OR WARRANTIES, WHETHER EXPRESS OR IMPLIED, OF MERCHANTABILITY, FITNESS FOR A SPECIFIC PURPOSE, IMPLIED QUALITY, OR ARE WITHOUT INFRINGEMENT OF THE INTELLECTUAL PROPERTY RIGHTS OF OTHERS. MOREOVER, TO THE EXTENT MATERIALS ENCOMPASS INFORMATION OR WARRANTIES THAT MENTION MATERIALS MAY BE USED FOR AN ALTERNATIVE PURPOSE THAN DESIGNER'S PURCHASE, OR THEY PROVIDE THEIR

OWN WARRANTIES, IN NO CASE SHALL THAT INFORMATION BE CONSIDERED THE EXPRESSIONS OR IDEAS OF DESIGNER, AND SHALL NOT BE CONSIDERED A PART OF THIS AGREEMENT.

B. In no event shall either party be liable for any consequential, special, punitive, exemplary, or indirect damages, including but not limited to any damages for anticipated profits, loss of revenue, economic loss, cost of procurement of substitute goods or services, loss of use of Materials, or interruption of business or personal affairs, damage to real or personal property, whether arising out of or in any way related to this Agreement, under any theory of liability in contract, tort, or otherwise. These limitations shall apply notwithstanding the failure of the essential purposes of any limited remedy. In no event shall the total liability of a party for any causes of action arising out of this Agreement exceed the sums paid to Designer as compensation hereunder in any six (6)-month period immediately before the events giving rise to the claim occurred. The foregoing right to monetary damages shall be in lieu of any other remedies which a party may have against the other.

**8. Miscellaneous.**

A. **Proprietary Information and Intellectual Property.** Client acknowledges and agrees that Designer possesses certain proprietary and confidential information used in operating its business, including but not limited to, when it consists of any information, written or oral, that is not publicly known, such as, without limitation, financial, sales, marketing, or other reports, analyses, records, data, computer programs or output, object code, source code, software development methods, user manuals, applications, applets, forms, source documentation, drafting plans, design plans, architectural designs, system documentation, user documentation, training materials, executable modules, contract or license materials, technique, process, formula, developmental or experimental work, work in process, trade secrets, customer information or lists, vendor information, employee information, advertising plans, competitive strategy, meetings, pricing, client names, client addresses, vendor names, technology or business plans, formulas, patterns, compilations, devices, methods, cellular devices, and other techniques, processes, instructional methods, manufacturing processes, databases, know-how, inventions, or other material, and other proprietary information, including but not limited to information disclosed by a third party to Designer, or to a third party by Designer, which is reasonably understood to be treated as confidential. Client shall not, at any time: (i) disclose Confidential Information to any third party; (ii) without first securing the written consent of Designer, use any of the Confidential Information for any purpose other than for the Scope; or (iii) grant anyone access to the Intellectual Property of Designer, or any viewing of the Company Intellectual Property other than the Client that is the signatory of this Agreement. Even upon termination of this Agreement (for any reason or no reason at all) Client will not obtain any rights to or interest in any Confidential Information and Intellectual Property of Designer, which will at all times remain the property of Designer. Client further agrees it shall not misappropriate Designer's Confidential Information and Intellectual Property used in the delivery of the provision of the Services hereunder.

Additionally, for the avoidance of any doubt and notwithstanding anything to the contrary in this entire Agreement, Designer shall be the sole and exclusive owner of all right, title and interest throughout the world in and to all the patents, copyrights, trademarks, trade secrets, know-how,

techniques, designs, drawings, reports, and other intellectual property rights that were established, owned, and/or pre-existed prior to the Effective Date of this Agreement ("Pre-Existing IP"), and if the same are in Designer's ownership and/or possession or otherwise developed during and incorporated into the delivery of the provision of the Services for Client under this Agreement that involve us of Designer's Pre-Existing IP ("Foreground IP"). Pre-Existing IP and Foreground IP are collectively referred to as the "Intellectual Property"). Client specifically agrees that all such materials and Intellectual Property generated or developed under this Agreement shall be considered work requested by Client from Designer that is "specially commissioned" created specifically and uniquely for the Client's Project as defined under U.S. Copyright Law; hence, such Intellectual Property is not considered works made for hire and that such material and other property shall, upon creation, not be owned by Client or create a right for the Client to use or possess the same, whether exclusively, perpetually, and on a worldwide basis. If the foregoing exclusions are not accepted under applicable law, Client assigns, and agrees to assign, to Company the exclusive, perpetual and worldwide ownership of such material and other property, without the necessity of any further consideration.

**B. Delays & Force Majeure.** If Client requests changes to the Scope of the approved Project, substitutions to the Materials or changes to third-party contractor services, or otherwise commits any act or omission that would prevent Designer from meeting any target date(s) set forth in the Project (if any) or completing the Services within the Term, Designer shall notify Client in writing of the need to revise the design concept, including resetting the target date(s) or extending the Term accordingly, and the parties shall mutually agree on a new target date or dates and shall execute a mutually agreeable change order document (the "Change Order") to reflect such agreed upon modifications. If the occurrence of any event beyond the reasonable control of a party makes performance impossible, contrary to law, or commercially unreasonable, such party shall be temporarily excused from performing its obligations under this Agreement for the duration of the event and the excused party shall resume performance of its obligations with due diligence after the expiration of such event. The parties will use their best efforts to overcome the cause and effect of any such suspension.

**C. Marketing.** Client agrees to allow Designer to photograph the Project during all stages of design Services, including after Project completion, and use the photographs or any part thereof in connection with any marketing, promotional and/or advertising campaigns of Designer. Photographs will be used for business purposes and will not disclose Client's name without prior consent.

**D. Non-Disparagement.** Each Party agrees that neither it, nor its directors, officers, shareholders, employees, or agents shall say, write, or cause to be said or written, any statement that is defamatory, derogatory or disparaging of the other party, whether in print, electronically, on any public or social platform.

**E. Entire Agreement.** This Agreement sets forth the entire understanding between the parties and supersedes all previous agreements, arrangements, and understandings between the parties, whether verbal or written, and may not be amended except in writing and signed by both parties.

**F. Governing Law and Venue.** This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Florida without regard to the conflicts of laws principals thereof. Each party irrevocably submits to the exclusive jurisdiction and venue of the federal and state courts located in Hillsborough County, Florida in any legal suit, action or proceeding arising out of or based upon any Services provided hereunder.

**G. Attorneys' Fees.** Client shall be responsible for all reasonable costs, fees, and expenses, including attorney's fees incurred by Designer to collect any amount due under this Agreement, or otherwise enforce any of its rights arising out of this Agreement. The parties agree that any judgment or order entered will contain a specific provision providing for the recovery of attorneys' fees and costs incurred in enforcing the judgment.

**H. Injunction and Remedies.** Client acknowledges and agrees its breach or threatened breach of Section 8(A) will cause the Company immediate and irreparable harm and that the calculation of the full extent of damages would be difficult. In the event there is a breach or threatened breach thereof by Client, the Designer, due to the nature of Client's obligations hereunder, shall be entitled to an injunction, temporary and preliminary, without the need or requirement to post a bond, to restrain such breach or threatened breach of this Agreement. In addition, such breach or threatened breach shall entitle Designer to recover from Client liquidated damages in the amount of \$20,000 per occurrence/violation. Designer shall have the cumulative right to seek monetary damages for any past breach, and equitable relief, including specific performance, by means of an injunction against the Client or against the Client's partners, agents, contractors, servants, employers, employees, family members and/or any and all persons acting directly or indirectly by or with Client (as the case may be), to prevent or restrain any such breach.

**I. Independent Engagement.** Designer is an independent Contractor of the Client, and shall not be construed to create any association, partnership, joint venture, employee or agency relationship between Client and Designer for any purpose. Except for the authority specifically set forth in this Agreement for Designer to act on Client's behalf, Designer has no authority to bind the Client and Designer shall not make any agreements or representations on the Client's behalf without the Client's prior written consent.

**J. Online Acknowledgement and Virtual Acceptance and Signatures.** This Agreement is deemed accepted by electronic acknowledgement; whereby, by logging into and accepting this Agreement through Designer's online portal, Client: (a) understands, represents, acknowledges and agrees to be bound by this Agreement as if Client had manually signed this Agreement; (b) acknowledges and consents to the terms of this Agreement and to the electronic delivery and acceptance thereof and all exhibits, documents, notices, updates, addenda and amendments related thereto, as well as any other documents to be delivered by Designer during the Term of this Agreement. Client understands that it will need a valid e-mail address and access to the Internet, as well as the appropriate software and/or programs, including, but not limited to, Adobe Acrobat, in order to access this Agreement electronically. Client also understands that it may update its information, obtain a full description of systems requirements, or request one or more paper documents that comprise of this Agreement at any time by contacting Designer in writing. An electronic acknowledgement shall serve as an original

signature. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which shall, when taken together, constitute a single document.

**ACCEPTED AND AGREED AS OF THE EFFECTIVE DATE.**