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Interior Design and Purchasing Services Agreement

This Interior Design and Purchasing Services Agreement (the *Agreement*) constitutes a contract between the individual(s) identified in the Client Information section below (the *Client*) and M&M Designs as of the *Agreement Date*.

Agreement Date: _____

Client Information

Name(s)	Project Address
Phone	Mailing Address (if different)
Fax	Email

This Agreement covers:

- 1) A description of M&M Designs two key services:
 - a. Interior Design Services
 - b. Purchasing Services
- 2) M&M Designs Fee Structure
- 3) Additional Terms and Conditions of this Agreement

The Client and M&M Designs agree as follows:

INTERIOR DESIGN SERVICES

General Description of Interior Design Service. Interior Design is a broad category of services. The specific services to be provided by M&M Designs, if different from the list of general services below, will be detailed in writing between the Client and M&M Designs prior to engagement. These services may include, but are not limited to:

Programming & Schematic Design. Programming includes, but is not limited to, conducting research; identifying and analyzing the needs and goals of the Client; assessing the existing environment; and evaluating project resources and limitations. A successful design requires the teamwork of both the Client and M&M Designs, therefore interviews with the Client or family members will help M&M Designs fully understand the goals for the use and desired outcome.

Conceptual Drawings. M&M Designs, if appropriate, will provide conceptual drawings, CAD diagrams, or other illustrations and/or materials to generally show the suggested interior design concepts, including both space and/or floor plan specifications and furniture, furnishing, fixture, textile, and/or accessories specifications.

Merchandise Specification. Furniture, furnishings, fixtures, textiles, accessories, and building materials (collectively referred to as Merchandise) are an integral part of the design process. M&M Designs works with the Client in narrowing the selections based on the Client's desired scheme. M&M Designs will assist the

Client in finding the appropriate pieces and selecting textiles and finishes that compliment the overall design concept. Recommended Merchandise specifications can be provided to facilitate your purchase of such recommended items and most recommended Merchandise will be items the Client can order online or at local furniture dealers. M&M Designs can also provide Purchasing Services as defined below.

Ad Hoc Advice or Professional Interior Design Tips. M&M Designs is available for ad hoc consultation to answer ad hoc design questions, from questions such as what finish of paint should I use to how do I read my floor plans?

Design Disclaimer. M&M Designs cannot be held responsible for designs that may later be undesirable or cause inconvenience. The Client understands that all interior designs, including those provided by M&M Designs, may represent the opinion and tastes of the designer as the designer interprets the Client's goals and wishes.

Conceptual Drawings. M&M Design'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. M&M Designs does not provide architectural or engineering services and cannot be held liable for designs used for such purpose.

Ownership of Designs. All concepts, drawings, and specifications prepared by M&M Designs (a.k.a. Project Documents) and all copyrights and other proprietary rights applicable thereto remain at all times M&M Design's property. Project Documents may not be used by Client for any purpose other than completion of Project by M&M Designs. If the nature of the Project requires engagement by Client of any contractors to perform work based upon M&M Designs concepts, drawings or interior design specifications, the Client will enter into contracts directly with the concerned contractor after obtaining written approval from M&M Designs.

Subcontractor Responsibility. M&M Designs may provide a referral for contractors and installers. M&M Designs may also meet with contractors and installers for estimates and review the contractors' and installers' work to determine whether the work is preceding in general conformity with M&M Designs concepts. This is a courtesy to the Client. However, constant observation of contractors' work at the Project site is not a part of M&M Designs duties. M&M Designs is not responsible for the performance, quality, timely completion or delivery of any work, materials or equipment furnished by contractors. M&M Designs will not intermediate disputes between the Client and recommended contractors or installers.

PURCHASING SERVICES

Definition of Purchasing Services. Purchasing Services is the purchase of Merchandise by M&M Designs for the Client.

Purchase Pre-Approval. Merchandise to be purchased through M&M Designs will be specified in a Purchase Order (PO) email by M&M Designs and submitted for the Client's written acceptance (email reply is acceptable). Each PO will identify the item, its price, and estimated freight cost to the Client (if available). A PO may be sent in the form of a pro forma Invoice.

Freight Charges. Freight charges are often not available at the time of order. If they are not available, the Client agrees to pay applicable freight, even if they were not included in the PO or pro forma invoice.

Sales Tax. In most cases, M&M Designs will collect sales tax. If sales tax is not collected it will be the responsibility of the Client.

Purchase Deposit. No item will be ordered by M&M Designs until the PO acceptance has been received by M&M Designs and a deposit has been received. The required deposits are:

Standard (Non-Custom) Merchandise: 50%

Custom Merchandise: 100%.

Damage to Merchandise. Client shall inspect all merchandise upon delivery and advise the freight company of any damage or non-conformity at that time. The Client should not accept any Merchandise that has damaged packaging unless it is opened and inspected at the time of delivery. For undamaged/unopened deliveries, the Client will have **24 hours to inspect** Merchandise. Should Merchandise be delivered damaged, the Client will call M&M Designs and email M&M Designs a picture of the damaged Merchandise. M&M Designs will order a replacement for the damaged Merchandise. M&M Designs reserves the right to fix or replace damaged piece at no additional cost to the Client. In either case, the Client will not be responsible to pay any additional freight costs.

Returns of Standard (Non-Custom) Merchandise. Should the client return any Merchandise purchased through M&M Designs for reasons other than damage, the client will receive an 80% refund of the Client Price. A restocking fee equal to 20% 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.

Custom Merchandise is Non-Refundable. All sales of custom merchandise are final and non-refundable.

FEE STRUCTURE

M&M Designs offers both Interior Design Services and Purchasing Services. A Client may utilize either or both services, but is not obligated to utilize both.

Interior Design Services (choose one approach)		Purchasing Services
Hourly Fee	Fixed Project Fee	
<ul style="list-style-type: none"> • The Client agrees to pay M&M Designs an hourly fee for Interior Design Services. • The fee is \$100/hour unless amended in writing/email. • M&M Designs will provide a good faith estimate of expected project hours. • Hourly fees will be invoiced to Client monthly and are payable within 30 (thirty) days of invoice date. • The hourly fee will cover all Interior Design Services, but does not cover incidental expenses which must be reimbursed by the Client (samples, copy fees, etc.) 	<ul style="list-style-type: none"> • The Client agrees to pay M&M Designs a fixed fee for a specific Interior Design Services project. • The fixed project fee, scope of work, installment payments (if applicable), and due dates will be presented to the Client in writing or via email after the appropriate consultation. • Should the Client require additional services beyond the original scope of work, the fixed project fee and schedule will be amended. • The fixed project fee will cover all project Interior Design Services, but does not cover incidental expenses which must be reimbursed by the Client (samples, copy fees, etc.) 	<ul style="list-style-type: none"> • M&M Designs will purchase merchandise on behalf of the Client. • M&M Designs will be compensated via the difference between the Client's discounted price from M&M Designs and M&M Designs discounted wholesale price from the manufacturer. • The Client will pay no other fees or charges for the Purchasing Service itself.

ADDITIONAL TERMS AND CONDITIONS OF THE AGREEMENT

Late Payments. Any amount not paid when due under this Agreement shall bear interest at the rate of 1% per month until paid. In addition to all other legal rights, M&M Designs shall be entitled to withhold delivery of Merchandise or the further performance on Interior Design Services should the Client fail to timely make payments due to M&M Designs.

Estimates. Any estimates or proposals are only for the purpose of informing the client of the potential cost of Merchandise or services. It is understood and agreed that such estimates are not binding, and actual costs or fees may be more or less.

Project Access. Client will provide M&M Designs with access to the project and all information M&M Designs may need to complete the project. Failure to do by the Client provides M&M Designs the right to terminate the Agreement and collect outstanding balances.

Photography Consent. As M&M Designs requires a record of M&M Designs projects, Client will permit M&M Designs or representatives to photograph the project upon completion of the project. M&M Designs will be entitled to use photographs for M&M Designs business purposes but shall not disclose the project location or Client's name without Client's prior written consent.

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

Dispute Resolution and Jurisdiction. Any controversy or claim arising out of or relating to this Agreement, or breach thereof, shall be decided by litigation in the Circuit Court of Loudoun County. The laws of the State of Virginia shall govern this Agreement. In the event M&M Designs hires an attorney to enforce any right under this Agreement, Client shall reimburse M&M Designs for all such attorney fees and expenses, regardless of whether or not a suit is filed.

Limit of Responsibility. M&M Designs shall not be responsible or liable for required permits, HOA approvals, governmental approvals, engineering, architectural services, manufacturing defects, acts of God, delays or actions of third parties.

Remaining Provisions. 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 M&M Designs and the Client.

ADDITIONAL NOTES:

By signing below, the Client and M&M Designs acknowledge terms and conditions contained within this Agreement and further acknowledge that this Agreement, along with subsequent written correspondence regarding, but not limited to, pricing, fees, terms, and timelines together represent a complete contract between the Client and M&M Designs.

CLIENT:

Signature

Print Name

Date

M&M DESIGNS REPRESENTATIVE:

Signature

Print Name

Date