

Date

Client
Street
Pelham, NY 10803

Letter of Agreement

This office agrees to design agreed-upon project(s) in your home at Client's Address, Pelham, NY under the following terms:

Any necessary drawings will be done by this office (furniture layouts, custom cabinetry, if necessary, and window treatment design); **drawings for furnishings are conceptual in nature** meaning that the manufacturer reserves the right to make certain small changes appropriate to the production of that piece. Drawings by this office are not meant to be working or construction drawings. This office will make every effort to explain in great detail the product(s) to be purchased, however it is ultimately the clients' responsibility to understand what they are purchasing as custom products and their associated shipping and tax charges are not refundable, returnable or exchangeable to either the manufacturer or this office nor can any credits be offered. I will issue estimates to you on all work or purchases before any purchase orders are sent to sources; I will issue purchase orders in detail to all sources on work and purchases authorized by you; I will follow through on all purchases to make sure that the work is being done as you and I have agreed; I will supervise the installation of all window treatments.

All items or services to be purchased for the home will be billed at a designer retail price, 20-30% below full-retail in most cases or the same as in rare cases where the designer discount is very low. All invoices are due upon receipt and before delivery of the item(s). No items will be delivered until all due invoices have been paid. No orders can commence without the required deposits including any design fees that are owed.

All deliveries on all items are over and above the cost of the items and will be estimated on all cost estimates. These charges will be added onto your final bill for that item.

You will see, either in showrooms or by drawings, floor plans, or photographs, all items to be purchased by this office for you. Written estimates will be sent to you describing the various items together with the price, which includes the designer's mark up. Deposits will constitute full payment on all fabrics and wall coverings and 50% payment on most other items.

(Exceptions: furnishings that are ready to ship or where the manufacturer requires full payment in advance). The balance is due and payable before delivery of any items. It is the responsibility of this office to take care of manufacturing defects or damage incurred during shipping as quickly as possible. Any manufacturing or shipping damages must be reported **immediately** to this office and signed as such on the delivery company's bill of lading. In addition, any defect or damage claims must be made to this office within **one week** of receipt of that item; otherwise, any future claims for such will become the responsibility of the client. Some furnishings are meant to have an aged, antique, or rustic appearance and thus, certain imperfections are an intentional and desirable aspect of the product and therefore, cannot be considered defective.

Custom products can often take a lengthy time to produce due to long lead times of manufacturers and unforeseen problems in production. While every effort will be made by this office to produce your order in a timely manner, no guarantees can be made that items will arrive on a particular date. Except for defects, any returns of non-custom items will be subject to the manufacturer's restocking fee (usually 20%) and associated shipping charges.

Although, this office takes as much care as possible to prevent a poor or undesirable performance of a fabric or manufactured product, we can claim no responsibility or liability for the future performance of any fabrics or manufactured products due to their inherent weave, dye or substance, or due to the clients' home environment which may have environmental or physical adverse situations. This includes but is not limited to shrinking, stretching and fading of certain fabrics. This office also must abide by all manufacturers and vendors individual warranties and can only be responsible for whatever is covered by each separate company. That information can be provided upon request.

If you accept this agreement, please sign one copy and return it to this office together with a design fee of **1,750.00** dollars.(paid, thank you!) This fee covers consultation, interior design, space planning, travel, shopping and specification for furnishings for the living room, adjoining den and dining room as needed.

There is no obligation to purchase Items from Laurel Bern Interiors, Inc., however it will be understood that the client will be purchasing from LBI, unless other arrangements have been made where it is understood that the client wishes to take care of certain pieces, or areas of a room. In the unlikely event that LBI cannot succeed in fulfilling the clients' wishes, then of course, the client would be free to pursue those purchases on their own.

Once this project is initiated and **10 or more hours** have been applied towards the design and consultation, no portion of the initial design fee will be refundable.

The design fee will be applied towards time spent, even if for some reason you or I wish to terminate our working relationship before any purchases are made. The amount of time will be calculated as such: Drawing and consultation time will be calculated at 175.00 dollars per hour; shopping and planning time, travel time, preparation of estimates and invoices at 75.00 dollars per hour. If additional design services are required for other parts of the home, not covered in this agreement, then there may be a new design fee, depending on the scope of the project. This will be discussed and approved before any work would commence on the new project.

Respectfully submitted,

Laurel Bern

Laurel Bern

Signed: _____ Date: _____

Wife's name

Signed: _____ Date: _____

Husband's name