

INTERIOR DESIGN CONTRACT

This Interior Design Contract ("Contract") is made on [date] between:

Client: [Client's full legal name or business name], of [address] ("Client"), and

Designer: [Designer's full legal name or business name], of [address] ("Designer"). Designer's state registration or license, if any: [type and number, or "None"].

1. Project

Project address: [street, city, state, ZIP]

Rooms and areas included: [e.g. living room, dining room, primary bedroom]

Not included: [e.g. kitchen, exterior, landscaping, or "Anything not listed above"]

Client's target budget for furnishings and materials (not including the Designer's fees): [\$ amount]

Target completion: [date or season]. The Client understands that this depends on vendor lead times and on the Client's approvals.

2. Services and Phases

The Designer will provide the services ticked below. Each phase ends with the Client's written approval before the next begins.

- ☐ **Consultation:** site visit, measurements, and discussion of needs, style and budget.
- ☐ **Concept:** mood board or concept presentation and a preliminary layout.
- ☐ **Design development:** furniture plan, finishes, lighting plan (fixture selection and location only), window treatments and a detailed shopping list or specification.
- ☐ **Purchasing:** ordering, tracking and receiving approved items under Section 5.
- ☐ **Installation and styling:** placing furniture and accessories on an agreed install day.
- ☐ **Coordination with contractors:** meetings with the Client's licensed contractors about design intent.
- ☐ Other: [describe]

3. Design Fees

Tick all that apply:

- ☐ **Flat design fee** of [\$ amount] for the services ticked in Section 2.
- ☐ **Hourly rate** of [\$ amount] per hour for [design time / all services / services outside the flat fee], estimated at [number] hours. The Designer will not exceed [number] hours without the Client's written approval.

☐ **Cost-plus on furnishings:** the Client pays the Designer's net cost for items purchased through the Designer, plus a markup of [percentage]%. The Designer will show the vendor invoice for any item on request.

☐ **Retail pricing:** items purchased through the Designer are charged at the vendor's published retail price, and the Designer keeps any trade discount.

Retainer. The Client will pay a retainer of [\$ amount] on signing. It is applied to ☐ the first invoice ☐ the final invoice. It is refundable only for services not yet performed if the Designer ends this Contract without cause.

Invoices are due within [number] days, by [payment method]. Hourly time is billed ☐ every two weeks ☐ monthly, with a description of the work.

4. Revisions

Each phase includes [number] rounds of revisions. Further revisions, or changes after the Client has approved a phase, are billed at the hourly rate above. Changing the scope, such as adding a room, requires a written change signed by both parties.

5. Purchasing, Deposits and Orders

Approval first. The Designer will not order anything until the Client approves the item, its price and its lead time in writing (a signed approval form or a confirming email is enough).

Payment before ordering. For each approved order, the Client will pay:

☐ 100% of the item price before the Designer places the order.

☐ A deposit of [percentage]% before ordering, with the balance due before delivery.

Custom and special orders. Custom, made-to-order and special-order items are usually non-cancellable and non-returnable once the vendor accepts the order or starts production. The Client accepts that once such an order is placed, the Client pays for it even if the Client changes their mind.

Returns. Returns and exchanges follow each vendor's policy, including any restocking fee, which the Client pays unless the item arrived defective or not as ordered.

Additional costs. Freight, delivery, receiving, storage, installation and sales tax are ☐ charged to the Client at cost ☐ included in the cost-plus markup ☐ other: [describe].

Delays and damage. Lead times and delivery dates are set by vendors and carriers, and the Designer does not control them. If an item arrives damaged, the Designer will help the Client file a claim with the vendor or carrier. The Designer is not responsible for vendor or carrier delay, damage or failure, but will make reasonable efforts to find alternatives.

Ownership. Items pass to the Client when paid in full. The Client is responsible for insuring items once delivered to the project address.

6. Licensed Trade and Construction Work

The Designer's services do not include electrical, plumbing, HVAC, structural, fire safety or other work that requires a licensed architect, engineer or contractor, and the Designer does not take responsibility for that work. The Client will hire and pay licensed professionals directly for any such work, and they are responsible for its design, permits, code compliance and quality. The Designer may share design intent and coordinate with them.

7. Client's Responsibilities

The Client will give the Designer reasonable access to the project, make decisions and approvals within [number] business days, provide accurate information about the space (including any building or HOA rules), and tell the Designer about any known hazards.

8. Design Ownership and Photos

The Designer keeps ownership of its drawings, plans and presentations. Once paid in full, the Client may use the design for this project address. The Client may not use the Designer's drawings for another property or publish them as their own.

- ☐ The Designer may photograph the finished project for its portfolio and marketing without showing the address or identifying the Client.
- ☐ The Designer may not photograph or publish the project without the Client's written approval.

9. Ending the Contract

Either party may end this Contract with [number] days' written notice. The Client will pay for services performed, and for all items already ordered or non-cancellable, up to the end date. The Designer will hand over any items the Client has paid for and the design documents completed and paid for.

10. Limits of Liability

Except for losses caused by the Designer's gross negligence or intentional misconduct, or where the law does not allow a limit, the Designer's total liability under this Contract will not exceed the design fees the Client paid the Designer. This does not reduce any warranty a vendor or manufacturer gives on its products.

11. Independent Business

The Designer is an independent business, not the Client's employee, and controls how it performs its services.

12. Notices

Notices must be in writing and sent by email or mail to:

- Client: [email, phone, address]

- Designer: [email, phone, address]

13. General Terms

Entire agreement. This Contract and any signed change or purchase approvals are the entire agreement between the parties about the design services.

Amendments. Any change must be in writing and signed by both parties.

Governing law. This Contract is governed by the laws of the State of [State].

Severability. If any part of this Contract is found invalid, the rest stays in effect.

Counterparts and electronic signatures. The parties agree this agreement may be signed electronically and in counterparts, and an electronic signature has the same effect as a handwritten one.

Signatures

Client

Signature: _____

Name: [full name]

Date: [date]

Designer

Signature: _____

Name: [full name]

Date: [date]