

INTERIOR DESIGN SERVICE CONTRACT

- I. **THE PARTIES.** This Interior Design Service Contract ("Contract") made on _____ is by and between:

Designer: _____, with a mailing address of _____
("Service Provider"), and

Client: _____, with a mailing address of _____
("Client").

The Service Provider and the Client are each referred to herein as a "Party" and collectively as the "Parties."

- II. **TERM.** The term of this Agreement shall commence on _____ and terminate: (check one)

- ☐ - **At-Will:** Written notice of at least _____ days' notice.
☐ - **End Date:** On _____.
☐ - **Other:** _____.

- III. **THE SERVICE.** The Service Provider agrees to provide the following:
_____.

Hereinafter known as the "Service."

Service Provider shall provide, while providing the Service, that he/she/they shall comply with the policies, standards, and regulations of the Client, including local, State, and Federal laws and to the best of their abilities.

- IV. **THE PROPERTY.** The Service shall be provided at the following address:
_____ ("Property").

- V. **PAYMENT AMOUNT.** The Client agrees to pay the Service Provider the following compensation for the Service performed under this Agreement: (check one)

- ☐ - **Hourly Fee.** \$_____ per hour.
☐ - **A Flat Fee.** A total of \$_____.
☐ - **Other:** _____.

Hereinafter known as the "Payment Amount."

- VI. **PAYMENT METHOD.** The Client shall pay the Payment Amount: (check one)

- ☐ - **When Invoiced**
- ☐ - **Daily**
- ☐ - **Weekly**
- ☐ - **Bi-Weekly**
- ☐ - **Monthly**
- ☐ - **Other:** _____.

Hereinafter known as the "Payment Method." The Payment Amount and Payment Method collectively shall be referred to as "Compensation."

VII. RETAINER. The Client is: (check one)

- ☐ - Required to pay a retainer in the amount of \$_____ to the Service Provider as an advance on future Services to be provided ("Retainer"). (check one)
 - ☐ - Retainer is Refundable.
 - ☐ - Retainer is Non-Refundable.
- ☐ - Not required to pay a retainer before the Service Provider is able to commence work.

VIII. MISCELLANEOUS. The Service Provider and the Client agree to the following:

- a. **Independent Contractor.** It is agreed that the Service Provider will be considered an independent contractor for the purposes of this Contract, that they will maintain their own independent business and furthermore will use their own tools and equipment in fulfilling the Contract.
- b. **Additional Services.** Any additional services ("Additional Services") must be requested by the Client in writing and are subject to rejection by the Service Provider should said request be impossible or inconvenient to meet. Should a request for Additional Services be accepted, the Client agrees to pay for any and all fees charged by the Service Provider for such.
- c. **Damage to Equipment.** The Client will be responsible for any damage or loss to the Service Provider's equipment due to misuse or theft by the Client or any guest of the Client and in the case of a force majeure event (including but not limited to fires, floods, inclement weather, and earthquakes).
- d. **Liability and Indemnification.** The Service Provider will not be liable for direct, indirect, incidental, or consequential damages (including, but not limited to, damages for lost profits or increased expenses) with respect to any claim related to this Contract and the Services provided. The Client indemnifies and holds harmless the Service Provider and any subcontractors working with the Service Provider against all liability related to the provided Service. The Client will assume all legal fees claimed by third persons, provided that such loss or damage was not caused by the fault or negligence of the Service Provider or its employees, agents, or subcontractors. Furthermore, the Service Provider has the right to cancel, at any time and

without notice, the Services mentioned in this Contract with no liability or obligation to the Client other than refunds of any Deposit or advanced payments made by the Client.

- IX. GOVERNING LAW.** This Contract shall be construed and governed in accordance with the laws located in the State where the Property is located.
- X. ADDITIONAL TERMS & CONDITIONS.** _____
- XI. ENTIRE CONTRACT.** This Contract constitutes the entire Contract between the Parties. No modification or amendment of this Contract shall be effective unless in writing and signed by both Parties.
- XII. EXECUTION.** The Service Provider and the Client each represent and warrant to the other that each person executing this Contract on behalf of each party is duly authorized to execute and deliver this Contract on behalf of that party.

The parties have duly executed this Agreement as of the date first written above.

Service Provider's Signature: _____
Print Name: _____

Client's Signature: _____
Print Name: _____