

DESIGN AGREEMENT

CURATED BY ELLEN

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DESIGN SERVICES MAY INCLUDE:

Layout, Paint/Wallpaper Selection, Finishes, Furnishings, Millwork, Fabrics, Floor Coverings, Window Treatments, Lighting and/or Accessories for one or more rooms, at varying levels of Designer involvement.

- **FULL SERVICE:** includes all phases of design and project management, including space planning, sourcing, procurement, contractor coordination, troubleshooting/problem-solving, and installation.
- **COOP SERVICE:** includes an on-site consult and a task list, and Designer involvement by the hour to the extent Client needs/wants assistance.
- **CONSULTATION SERVICE:** includes an on-site consult and task list to be implemented entirely by Client.

PAYMENT:

- **FULL SERVICE AND COOP SERVICE:** non-refundable retainer of \$5000 to be applied to initial expenses, including Designer Fee, followed by invoices for product and services at regular intervals. Designer Fee: \$125/hour.
- **CONSULTATION SERVICE:** non-refundable deposit of \$375, to include initial consultation of up to 2 hours on-site, and a task list for the Client to implement independently. Additional time: \$125/hour.

ESTIMATED TIME FRAME FOR FULL SERVICE:

Consultation, Initial Design (planning, options and choices) - 2 months
Design Development (revisions, final approvals) - 1 month
Project Development (quotes, labor, orders, deliveries, troubleshooting) - 6 months
Design Installation - throughout the 6-month development process or with one final reveal (if reveal, moving/storage fees will be applied).

Design Agreement Curated by Ellen, LLC

This Full Service Design Agreement is between Curated by Ellen, LLC and _____ (Client) with respect to interior design services to be rendered for _____ (Address) by Ellen McNamara dated _____ (Today's Date).

SCOPE: Designer shall handle all phases of design and project management, including space planning, sourcing, procurement, contractor coordination, troubleshooting/problem-solving, and installation. Designer shall consult and coordinate with other professionals for the Project, but Client will enter in a contract directly with each contractor and/or consultant. Client acknowledges that Project deadlines are subject to the vagaries of the marketplace and the performance of third parties. Concepts presented as mood boards. One revision per room or area will be provided at no charge.

DESIGN FEES: Designer shall be compensated according to an hourly rate of \$125 per hour. Upon signing this Agreement, Designer shall receive a fee of \$375 for Consultation Service. If Full Service or Coop Service, Designer shall receive a retainer of \$5000, to be used against invoices presented, including those for vendors and contractors.

PURCHASING: Designer will place orders and arrange delivery and installation of furnishings and other items purchased on behalf of the Client for the Project. Client will provide a deposit for orders that require it. When practical, Designer will present specification to Client for Client to purchase directly from a vendor. Client is wholly responsible for all items purchased by the Client. No item will be ordered by Designer until Client provides approval in writing. Designer applies 30% markup on best trade price for any product procured by Designer.

REFUNDS & CANCELLATIONS: Once purchased, most items cannot be returned or cancelled, therefore requests to do so will be assessed on a per-item basis with no guarantee of return or cancellation; custom items cannot be cancelled or returned. Requests for returns and cancellations will be billed hourly. Design Fees are non-refundable, even when associated with a return or cancellation.

NO PRICE GUARANTEE: Designer cannot guarantee prices of merchandise or other services not performed by Designer. Vendor pricing is subject to change and out of the control of Designer.

PAYMENT: Once this signed agreement is returned with initial payment, work will commence. Invoices are due within 14 days of presentation. Designer does not accept credit cards. Venmo, cash and checks are acceptable Designer shall be

entitled to withhold delivery of any item purchased on behalf of Client should Client fail to make any payments due to Designer in a timely manner. After two weeks from presentation, a 10% late fee will be applied to invoice total.

CONTRACTORS & CONSULTANTS: Designer is not a general contractor and does not provide contractor services. If Project requires contractors and/or consultants to perform work based on Designer's concepts, Client will enter in a contract directly with each contractor and/or consultant. Designer provides no warranty, guarantee, certification, or responsibility for the performance, quality, or timely completion of any work performed or materials installed by contractors, nor their agents or employees.

PHOTOGRAPHS & PUBLICITY: Client agrees to allow Designer and/or Designer's representatives to photograph Project during all stages of Design Services including when project is complete. Photographs will be used for business purposes, including, but not limited to: press, publications, online, social media, marketing, advertising, and print. Designer will not disclose address or Client's name without prior consent. Costs of photographs and publicity are the responsibility of the Designer. Additionally, if Client or Client's agents document the Project, the Designer shall be given credit as the designers if documentation is released publicly.

TERMINATION: Designer or Client can terminate this agreement by notifying the other party in writing. Client will be responsible for any outstanding hourly fees. All in-process proposals and orders will be completed by the Designer and delivered to Client at hourly rate. If a balance remains in Client's account, the amount will be refunded less any outstanding design fees. Client agrees to take no action which is intended, or would reasonably be expected to harm the Designer's reputation or which would reasonably be expected to lead to unwanted or unfavorable publicity to the Designer.

More Questions?

CAN I SHOP ON MY OWN?

You have hired me to design and complete a vision for your space and I ask that you do not purchase items without discussing with me, as that selection may not be a fit for the design, space, or budget. Similarly, if you have a piece you already own that you'd like to include in the design, I will do my best to accommodate it, but please understand if we cannot make it work.

WHAT ADDITIONAL COSTS CAN I EXPECT?

I do my best to give you a cost outlook for each item, but additional costs such as storage, shipping, installation, or unexpected labor do occasionally happen.

WHAT ABOUT INDEPENDENT CONTRACTORS, LIKE PAINTERS AND CARPENTERS?

I do not provide contractor services; so independent contractors hired by the client are an integral part of the process. I prefer to work with professionals with whom I have worked on previous projects, and will make recommendations when I can. Such contractors, whether recommended by me or not, will be in agreement with you directly unless otherwise agreed upon.

HOW LONG WILL IT REALLY TAKE?

This depends on the scope of the project and what is purchased when. Occasionally there are delays caused by weather, vendor vacations, factory errors, and other unpredictable circumstances that are out of my control. The client as well as all professionals hired to work on the project are expected to not cause unreasonable delays in the project.

WHAT IF I CHANGE MY MIND ABOUT SOMETHING I'VE APPROVED?

Most often orders cannot be cancelled or refunded. In the event that a full refund can be attained you may cancel the order and receive a refund for the cost of the item minus the purchasing fee and any other applicable fees. You will be charged hourly for the time spent on cancelled orders. Custom orders are non refundable.

WHEN AND HOW DO I PAY YOU?

Invoices are due within 14 days, unless a deposit is required to place an order. In that case, deposits are due immediately upon approval for timely ordering.

WHAT IF I DECIDE TO EXPAND THE SCOPE OF THE PROJECT, BY ADDING A ROOM OR A NEW ELEMENT?

Increasing the scope is not a problem as you are paying me for my time, but such changes will be subject to my hourly rate.

WHAT IF I'M NOT SURE ABOUT AN IDEA OR ITEM?

Please bring these to my attention immediately and we will discuss your concerns and if necessary, find a more desirable solution. The decision about what is purchased and installed in your home is ultimately yours.

HOW DO I BEST COMMUNICATE WITH YOU?

You may call, email or text me, although I prefer email. I will do my best to respond as soon as possible during normal working hours. A reasonable amount of communication is expected and will be considered within the scope of the process, but please realize the more time I spend speaking with you, the more time the project will take to complete and I may need to start billing for those conversations. I will let you know if we are getting to that point.

WHAT ABOUT MY BUDGET?

I can work within your budget, whether you are looking for a custom project or need to limit your choices to retail vendors, like West Elm, Crate and Barrel, or HomeGoods, or you are open to a mix of the two. Having a realistic budget is very important for the project to run smoothly and for your expectations to be met. Regular billing and communication throughout the process is the best method to stay within budget.

ACCEPTED AND AGREED

Client/Property Owner_____

Curated by Ellen, LLC, Owner, Ellen McNamara_____

Make all checks payable to Curated by Ellen, LLC