

DESIGN AGREEMENT

CURATED BY ELLEN

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DESIGN SERVICES:

May include some or all of the following: 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 budget planning, space planning, sourcing, procurement, contractor and fabricator coordination, troubleshooting, and installation. **INVESTMENT:** non-refundable design fee of \$1000-5000/room; payment in full for product and services prior to procurement.
- **CONCEPT SERVICE:** includes on-site consultation, mood board, floor plan, specific furniture selections, and a task list, with Designer involvement to the extent Client needs/wants assistance. **INVESTMENT:** non-refundable design fee of \$500-2500/room. Hourly rate for design services beyond concept phase: \$125/hour.
- **CONSULTATION SERVICE:** includes on-site consultation, mood board, and floor plan, to be implemented entirely by Client. **INVESTMENT:** non-refundable design fee of \$375. Additional time: \$125/hour.

PROJECTED TIME FRAME:

- **DISCOVERY CALL/EMAIL, DEPENDS ON CLIENT AND DESIGNER AVAILABILITY:** scope of project and level of service determined. Proposal, contract and invoice to follow.
- **PROJECT KICKOFF MEETING, DEPENDS ON CLIENT AND DESIGNER AVAILABILITY:** Discuss terms, sign contract, pay initial invoice, share ideas, inspiration, likes/dislikes, take site measurements.
- **PHASE 1, 4 WEEKS:** 1 or 2 ideal floor plans with generic furnishings to show appropriate sizes and layout.
STOP HERE FOR CONSULTATION SERVICE (clients source, procure, & troubleshoot).
- **PHASE 2, 4 WEEKS:** Final floor plan with specific sourced furnishings, all within budget.
STOP HERE FOR CONCEPT SERVICE (clients procure & troubleshoot).
- **FINAL PHASE, 12-24 WEEKS:** Order placement, procurement, deliveries, labor, troubleshooting, installation.
STOP HERE FOR FULL SERVICE.

DESIGN AGREEMENT CURATED BY ELLEN, LLC

This _____ (Full, Concept, Consultation) Design Agreement is between Curated by Ellen, LLC (Designer) and _____ (Client) with respect to interior design services to be rendered at _____ (Address) by Ellen McNamara, commencing _____ (Kickoff Meeting Date).

SCOPE:

FULL SERVICE: Designer shall handle all phases of design and project management, including budget planning, space planning, sourcing, procurement, contractor coordination, troubleshooting, and installation. Concepts presented as mood boards and floor plans. One revision per room or area will be provided at no charge.

CONCEPT SERVICE: Designer shall provide all phases of design, including budget planning, space planning and sourcing; Client shall execute procurement and installation.

CONSULTATION SERVICE: Designer shall provide space planning and floor plans; Client shall execute sourcing, procurement and installation.

DESIGN FEES/PAYMENT: Upon signing this Agreement, Designer shall receive a flat fee according to the size and scope of the project (invoice provided post-discovery call/email). Designer shall be paid in full for all specified and agreed upon product prior to being procured. Payments for contractors/fabricators will be paid directly, unless otherwise agreed upon. Designer shall be compensated according to an hourly rate of \$125 per hour for time spent on project beyond specified level of service. Invoices may be paid via credit card (for a fee), bank transfer, check, Venmo or cash. No order will be placed and no labor will be scheduled prior to payment.

PURCHASING: Depending on level of service specified, Designer will place orders and arrange delivery and installation of furnishings and other items purchased on behalf of the Client for the Project. Regardless of level of service, Client is wholly responsible for any items purchased by the Client. No item will be ordered by Designer until and unless Client provides approval and payment in full.

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

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.

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 and Designer shall consult and coordinate with these professionals for the Project. 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, social media, marketing, advertising, and print. Designer will not disclose Client name or address 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 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 fees. All in-process proposals and orders will be completed by the Designer and delivered to Client at hourly rate. Client agrees to take no action which is intended or would reasonably be expected to harm the Designer's reputation or lead to unwanted or unfavorable publicity to the Designer.

MORE QUESTIONS?

HOW DO I FIGURE OUT MY BUDGET?

What you would like to invest in this project is entirely up to you and often has little to do with your bank account or income level. Your priorities will determine when and if you splurge or save. I can work with any budget, whether you are looking for a fully custom project or any combination of trade-only and retail vendors. Having a realistic budget is very important for the project to run smoothly and for your expectations to be met. Communication from the very beginning of our working relationship is key.

CAN I SHOP ON MY OWN?

You have hired me to design and complete a vision for your space. Do not shop once we've reached the Concept Meeting for Phase 2. Prior to Phase 2, you may find pieces you love (antiquing, perusing art galleries or flea markets, scrolling through Pinterest or Instagram). Please share images of these items with me, as they will help you articulate your style. As much as you may love these items, please realize they may not be a fit for the design, space, or budget. Do not purchase anything without my approval. 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 we may not be able to 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.

MAY I HIRE MY OWN CONTRACTORS, LIKE PAINTERS AND CARPENTERS?

I do not provide contractor services, so independent contractors hired by the client and directed by me, 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. Client acknowledges that Project deadlines are subject to the vagaries of the marketplace and the performance of third parties.

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

Most often orders cannot be canceled 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 canceled orders. Custom orders are non-refundable.

WHEN AND HOW DO I PAY YOU?

The Design Fee is due at the Project Kickoff Meeting, The Product/Service Invoice is due after the Concept Meeting and before ordering. Any additional invoices that may be generated (for time and/or scope changes) are due upon receipt. Invoices may be paid by credit card (for a fee), bank transfer, check, Venmo or cash.

MAY I EXPAND THE SCOPE OF MY PROJECT, BY ADDING A ROOM, INCREASING THE LEVEL OF SERVICE, OR ADDING A NEW ELEMENT?

Increasing the scope is not a problem and is usually indicative of a positive working relationship built on trust and solid performance. Such changes will, of course, be subject to my availability and hourly rate or per room flat fee.

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. After the Concept Meeting and before the Final Phase, one revision of the plan is included with your fee. Any further changes are subject to manufacturer/vendor fees and my hourly rate.

WILL YOU EXTEND YOUR "DESIGNER DISCOUNT" TO ME?

There is no such thing as a "Designer Discount." Trade Pricing is extended to the trade (not direct to consumer) to compensate professionals for all phases of an order placed on their clients' behalf, including handling all of the details, following up, and troubleshooting, that are inevitably a part of every purchase. Trade-only purchases will never exceed MSRP, and may sometimes be less, but any markup is a source of revenue for expenses associated with my business, as it is for any other industry.

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.

ACCEPTED AND AGREED

Client/PropertyOwner _____

Curated by Ellen, LLC, Owner, Ellen McNamara _____

MAKE ALL CHECKS PAYABLE TO Curated by Ellen, LLC