

HARPOLE HOME LETTER OF AGREEMENT

This Interior Design Agreement is between **Harpole Home** (Designer) and **Annie Musselman & Josh Uhlir** (Client) with respect to Interior Design services to be rendered for <u>11515 103rd Ave. SW., Vashon, WA 98070</u> (Project) by Designer for Client dated <u>2/16/2021</u>.

DESIGN FEES: Designer shall be compensated for 10 hours of design work at a time, at the rate of \$150 per hour. All hours or partial hours Designer is working on and/or for the Project will be considered Design Fees. Upon signing this Agreement, Designer shall receive a nonrefundable payment of \$1,500, which covers TEN hours of design time for Design Services. Following the initial 10 hours of work, Client can choose to purchase another block of 10 hours of design time. The other option is to then hire the Designer on an hourly basis. Hourly charges will be invoiced to the Client every two weeks and are payable by Client upon receipt of invoice. This rate is valid for one year from signing this agreement.

TEN HOURS OF INITIAL DESIGN TIME CAN INCLUDE THE FOLLOWING:

- Conducting research, identifying, and analyzing the needs and goals of the Client, assessing the existing environment, and evaluating project resources and limitations.
- Measuring existing kitchen and setting up a 3D space in design software for visualization.
- Kitchen documentation
 - Dimensioned floor plans
 - o Dimensioned wall elevations
 - o 3D perspective drawings
 - Lighting layout.
- Site visits.
- Administration. This includes Client phone calls, coordination with the General Contractor, coordination with show rooms/retailers, emails, etc.
- Product Specification. This includes suggested fixtures, finishes, furnishings, lighting, textiles, and accessories.
- ****It is not guaranteed that all of the above items will be included in the first ten hours of design time.

3. PAYMENT: Invoices for time billing and reimbursable expenses are due within 14 days. Invoices more than 30 days past due will accrue a 10% late fee per month and all work will cease until Client is current.

REIMBURSABLE EXPENSES: Client agrees to reimburse Designer for all out-of-pocket expenses actually incurred by Designer in relation to the Project, including but not limited to, postage and handling, freight, delivery, and storage costs. Client shall reimburse Designer for all travel, lodging, and meal expenses incurred by Designer and Designer's staff (where necessary) in connection with the Project.

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,



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Client will enter in a contract directly with each Contractor/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. Designer shall cooperate with and observe Consultants for the purpose of general conformity to the design plan but is not responsible for their oversight.

PERMITS: Client is responsible for permitting and all approvals and compliances required by any governmental agency.

DRAWINGS: Designer's drawings are conceptual in nature and are intended to set forth design intent; they are not to be used for architectural or engineering purposes. Designer services do not include modifications to structural, heating, air conditioning, plumbing, electrical, ventilation or other mechanical systems in the Project. Designer shall be held harmless for relying on the accuracy of information provided by the Client. Designer's drawings are and remain the intellectual property of the Designer. Designer retains ownership and copyright of drawings at all times. Project drawings and documents cannot be used by Client for any purpose other than completion of Project by Designer as laid out in this agreement.

PHOTOGRAPHS & PUBLICITY: Client agrees to allow Designer and/or Designer's representatives to photograph the 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 Client's name or address. Costs of photographs and publicity are the responsibility of the Designer. Additionally, if Client or Client's agents document the project, Designer shall be given credit as the Designer 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 reimbursable charges and hourly fees.

TERMS: The parties agree that the terms of this Agreement may be changed only by a written agreement signed by both parties and that no oral changes or waivers are permitted.

Client Signature & Date:		
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Client Signature & Date:		
Designer Signature & Date:		