

## INTERIOR DESIGN AGREEMENT

THIS INTERIOR DESIGN AGREEMENT (the "Agreement") is made and entered into effective [4/27/21] by and between Carolina Young, with an address at 1814 Bellagio Lane, McLendom-Chisholm, TX 75032 ("Client"), and Casa de Beatriz LLC, a Texas limited liability company with a principal place of business in Fort Worth, TX ("Designer"). Individually each will be referred to as a "Party" and together referred to as the "Parties." The Agreement includes any Attachments and Schedules signed by the Parties that reference this Agreement.

WHEREAS, the Client desires to engage an interior designer to fulfill the design services specified in the Scope of Work ("Attachment A"); and

WHEREAS, Designer has skills and expertise as interior designer.

NOW, THEREFORE, FOR AND IN CONSIDERATION of the mutual promises and agreements contained herein, Client engages Designer, and Designer agrees to work for Client under the terms and conditions agreed to by the Parties:

### SECTION 1 – WORK TO BE PERFORMED

1.1 **Duties.** Designer agrees to perform work for the Client on the terms and conditions set forth in this Agreement. Designer's duties shall be those included on Attachment A (the "Work"). All Work shall be done in a timely and professional manner that is consistent with best practices and standards of the industry in which the Designer works and has been engaged to perform Work under this Agreement.

1.2 **Approvals.** The design approval process to be followed is included in Attachment A. While Client does have final approval over all purchases made by Designer for Client, Client understands that once purchases are made, they cannot be returned. In addition, Client understands that a completed interior design may look different in a room than it does on a 3-Dimensional rendering or mood board.

### SECTION 2 – COMPENSATION

2.1 **Compensation.** In consideration of all Work to be rendered by Designer to the Client, the Client shall pay the Designer in accordance with Attachment A.

2.2 **Expenses.** Client shall pay and/or reimburse Designer for purchases made in accordance with Attachment A. Designer will receive written approval, via email is acceptable, from Client prior to making a purchase on behalf of the Client. Designer will invoice Client, and Client will pay the invoice in full, for any and all approved purchases prior to Designer placing the order. The Client recognizes that all purchases are final, and Client agrees that it is responsible for payment, even if Client later decides that they do not like the purchase made.

### SECTION 3 – TERMINATION

3.1 **Term.** The Term of this Agreement lasts until Designer has completed all Work specified on Attachment A.

3.2 **Early Termination.** Either Party may terminate this Agreement for a material breach of the Agreement. In order to terminate for a material breach, the non-breaching Party must send the breaching Party a notice of the material breach and give the breaching Party fifteen (15) calendar days to

cure the breach. If such breach is not cured after fifteen (15) calendar days, then the non-breaching Party will give notice of the termination, effective immediately. Either Party may terminate this Agreement at any time, for any reason, without liability or continuing obligation, upon thirty (30) calendar days written notice to the other Party.

**3.3 Designer's Right to Stop Work.** During the fifteen (15) calendar day notice and cure period, Designer has the right to stop Work and not perform any additional Work for Client, deliver work product to client, or deliver approved purchases to Client until Client has cured its material breach of this Agreement. If Client's material breach is non-payment, Designer will not begin Work again until Client has paid all outstanding balances.

**3.4 Early Termination Payment.** Upon termination or expiration of this Agreement, Client will pay Designer for all Work performed, work product created, and approved purchases made up through the effective date of termination or expiration.

#### **SECTION 4 – OWNERSHIP OF WORK**

**4.1 Designer's Rights.** Client recognizes that all Work and Work product produced by Designer for Client is Designer's intellectual property. Designer maintains all intellectual property rights in the Work, including Trademarks, Copyright, and Trade Secret. Client may not use Designer's plans, renderings, or mood boards for any purpose other than approving Designer's purchase and installation of such plans. Unless specified on Attachment A, Client may not use Designer's plans, renderings, or mood boards to shop around for other designers, installers, manufacturers, or third-party sellers. Client may not post or distribute Designer's Work, plans, renderings, or mood boards on any public forum, including but not limited to social media platforms.

**4.2 Client's Rights.** Client may take and post photographs of the final version of Designer's Work during or after installation to any public platform, so long as Client attributes the Work to Designer. Designer will specify how attribution shall be made via email at the end of the Work.

**4.3 Photography Rights.** Designer maintains the right to take photographs, herself or by hiring a professional photographer, of the Work. Photographs may be taken during installation and after installation is complete. Designer and Client will mutually agree upon a day and time for Designer to photograph the completed Work. Client may not unreasonably deny Designer access to the Work to photograph it after completion.

**4.4 Representations and Warranties.** Designer represents and warrants that all Work performed, and Work product created, is wholly original to the Designer. Designer is solely responsible for obtaining all consents and permissions for any third-party rights used in the Work or work product created.

**4.5 Injunction.** Client recognizes and agrees that it would be difficult to measure damage to Designer from any breach by Client of Sections 4.1 and 4.2 and that monetary damages would be an inadequate remedy for such breach. Accordingly, Client agrees that if Client breaches Sections 4.1 or 4.2, then Designer is entitled to, in addition to all other remedies it may have at law or equity, to an injunction or other appropriate orders to restrain any such breach, without showing or proving actual damages sustained by Designer.

4.6 **No Release.** Client agrees that the termination of this Agreement shall not release Client from any obligations under Sections 4.1 or 4.2.

## SECTION 5 – MISCELLANEOUS PROVISIONS

5.1 **Assignment.** The provisions of this Agreement shall be binding upon and inure to the benefit of the heirs, personal representatives, successors, and assigns of the Parties. The Parties recognize that the services provided under this Agreement are personal in nature, and therefore, neither Party may subcontract or assign any of their rights or obligations under this Agreement without first obtaining written approval of the other Party. Notwithstanding the foregoing, Client recognizes that Designer may subcontract certain portions of the installation in the normal course of business and Designer is not required to obtain written permission.

5.2 **Disputes.** The Parties agree that disputes or claims arising under this Agreement will be submitted to Arbitration in accordance with the then-current Commercial Arbitration Rules of the American Arbitration Association. Notwithstanding the foregoing, any claims for injunctive relief based on Sections 4.1 or 4.2 may be submitted to a court of law.

5.3 **Waiver of Jury Trial.** ALL PARTIES TO THIS AGREEMENT WAIVE ANY RIGHT TO A TRIAL BY JURY WITH RESPECT TO ANY ACTION, CLAIM, SUIT, OR PROCEEDING RELATING TO THIS AGREEMENT AND ITS ATTACHMENTS.

5.4 **Waiver.** No waiver of any provision of this Agreement shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the Party making the waiver.

5.5 **Governing Law.** This Agreement shall be governed by and shall be construed in accordance with the laws of the State of Texas without regard to principles of conflicts of law.

5.6 **Entire Agreement; Modification.** This Agreement constitutes the entire understanding and agreement between the Parties with respect to the subject matter of this Agreement. No agreements, understandings, restrictions, representations, or warranties exist between or among the Parties other than those in this Agreement or referred to or provided for in this Agreement. No modification or amendment of any provision of this Agreement will be binding on any Party unless in writing and signed by all the Parties.

5.7 **Survival.** Any provision hereof which imposes upon a Party an obligation after termination or expiration of this Agreement shall survive termination or expiration hereof and be binding upon that Party.

5.8 **Further Effect.** The Parties agree to execute other documents reasonably necessary to further effect and evidence the terms of this Agreement, as long as the terms and provisions of the other documents are fully consistent with the terms of this Agreement.

5.9 **Severability.** If any term or provision of this Agreement is held to be void or unenforceable, that term or provision will be severed from this Agreement, the balance of the Agreement will survive, and the balance of this Agreement will be reasonably construed to carry out the intent of the Parties as evidenced by the terms of this Agreement.

#### ATTACHMENT A – SCOPE OF WORK AND FEES

THIS ATTACHMENT A to the Interior Design Agreement is made and entered into effective 4/27/21 by and between Carolina Young, with an address at 1814 Bellagio Lane, McLendon-Chisholm, TX 75032 (“Client”), and Casa de Beatriz LLC, a Texas limited liability company with a principal place of business in Fort Worth, TX (“Designer”). Individually each will be referred to as a “Party” and together referred to as the “Parties.” Capitalized terms used in this Attachment A but not defined have the meaning given in the Agreement. This Attachment A is expressly incorporated into the Agreement. In case of conflict between this Attachment A and the Agreement, the terms of the Agreement shall control, unless expressly stated otherwise in this Attachment A.

A. **Scope of Work.** The Parties agree that the Designer will perform the following Work:

##### FULL-SERVICE HOURLY

- Address of site to be designed: 1814 Bellagio Lane, McLendon-Chisholm, TX 75032
- Room(s) to be designed: Entryway, Office, Living Room, Dining Room, Hallway, Daughter Bedroom, Son Bedroom, Master Bedroom.
- Living Room and Dining Room to be prioritized and designed first as per clients request.
- One conceptual design board per room to be designed.
- One floor plan per room to show furniture placement.
  - Client recognizes and agrees that the floor plan is not to be used for construction purposes.
  - Client recognizes and agrees that Designer does not provide architectural or engineering services.
  - Client agrees to separately hire a registered architect or engineer to produce construction plan sets.
- One set of 3-Dimensional views and renderings of each room to be designed for scale and to show the recommended placement of furnishings, accessories, art, and lighting at clients request.
- Detailed list of products to purchase and where Client may purchase the products.
- Recommendations relative to the placement and arrangement of Client’s specific, existing furnishings.
- Recommendations regarding selection and placement of new furnishings, wallpaper, paint, rugs, window treatments, and accessories.
- Assistance in selection of wall colors that are in harmony with all other fabrics and surface finishes.
- Product purchasing and tracking in accordance with Section D below at clients request.
- Tracking and management of orders placed by Client at client’s request.
- Additional consultation requested by the Client in writing, via email is acceptable.

B. **Compensation.** The Parties agree that the Designer will be compensated for the work included above as follows:

##### FULL-SCOPE HOURLY

- Client will pay Designer an **hourly rate** of \$ 45 for the design of the following rooms: Entryway, Office, Living Room, Dining Room, Hallway, and Master Bedroom. Client will pay Designer an

initial **flat fee** of \$231.42 for a total of 6 hours of chargeable work for the design of the following rooms: Daughter Room and Son's Bedroom. After the Designer has completed the 6 hours of work for these rooms, any chargeable work thereafter will be charged at the standard hourly rate of \$45.

- Designer will track time spent in 15-minute increments.
- Chargeable Work includes all time spent to prepare and produce the Work specified in Section A. This includes, but is not limited to:
  - Preparing and reviewing Work with the Client;
  - Taking measurements;
  - Preparing room and furniture layouts and 3-Dimensional renderings;
  - Design schemes for colors and fabrics;
  - Preparing options for furniture, wall coverings, accessories, draperies, tiles, floor coverings, countertops, cabinetry, trim, and other related items;
  - Time spent tracking and managing orders of products;
  - Working with or coordinating other suppliers of materials and services, which may include art and window treatment installation, custom window treatment workrooms, trim and cabinet carpentry, painting, electrical and plumbing fixtures, and other items as requested by the Client.

**C. Additional Work.**

- Client will pay for all additional work not included in Section A of this Attachment A at Designer's standard hourly rate of \$45.
  - Designer will track time spent in 15-minute increments.
  - Designer will alter Client via email that Client's requested work is additional to the Scope and therefore chargeable by the hour.
  - Client will approve Designer's additional work via email prior to Designer completing such additional work.
  - Client recognizes and agrees that any requested Work outside of what is listed in Section A is additional, even if Client believes it is necessary to complete the design or installation of the room.
- Client may request that Designer assist Client with product purchasing and tracking for the Client in order to obtain Designer's trade discounts. Please see Section D below for more information.

**D. Designer Purchasing.**

- In order to obtain Designer's trade discounts, orders must be placed by Designer.
- All purchasing done by Designer is chargeable work and subject to the standard hourly rate.
- Orders are placed by Designer with Client provided payment information when able.
- Client must sign a credit card authorization document prior to Designer placing any orders on Client's behalf.
- If orders are purchased through Designer wholesale accounts and purchasing with Client provided payment information is not available, Designer will bill the Client for the cost of

products plus tax, applicable shipping. These orders are subject to a credit card processing fee of 2.9% of the invoice total plus \$0.30 or 1% for a bank transfer depending on Client's preferred payment method. Orders will not be placed until payment is received in full and posted to account.

- All items to be ordered must first be approved by Client in writing, via email is acceptable.
- Once items are ordered, Designer will provide Client with all tracking and order information.
- Any delivery or order issues that arise will need to be coordinated through the Designer as these orders are placed through Designer's trade business accounts.
- Once furniture or furnishing items have been purchased from vendors by the Designer, many items bought cannot be returned.
- If items are returnable, vendors will have a re-stocking fee. Client is reasonable for paying all restocking fees and return shipping costs.
- Customized and specially produced items cannot be returned.
- Designer will not be held responsible for shipment delays, out of stock products, natural inconsistencies and variances associated with ordered products & materials.
- Designer is also not responsible for individual variations from samples to ordered product.
  - This applies to paint, wallpaper, fabric runs, carpeting, accessories, lighting, casegoods, and custom furnishings.
- Designer cannot guarantee prices of merchandise, interior installation, or other services not performed by Designer, as vendor pricing is subject to change.
- Designer is available to unpack and review all orders placed through the Designer. Designer will check for conformity to specifications and the condition of the order. In case of damaged or off-spec orders, Designer will work with the manufacturer or third party seller to correct the order. The time spent by Designer unpacking, reviewing, and correcting orders is chargeable, however, Designer will use commercially reasonable efforts to get replacement orders at no additional cost to the Client.
- If Client chooses not to have Designer unpack and review an order then Client accepts the order as is. The Client can report an issue to the Designer within 5 days of order arrival. If the Client does not report an issue to the Designer within 5 days of order arrival then the Client recognizes that replacing or repairing the off-spec or damaged order will be at the Client's sole cost and expense.

#### E. Invoicing and Payment.

##### FULL-SCOPE HOURLY

- Designer will send Client an invoice every 2 weeks beginning from the project start date.
  - Invoices will include the hourly rate times the number of hours that Designer worked in the applicable time period *plus* all purchasing fees (if any) as described in Section D.
- Invoices are due upon receipt.
- If Client has not paid an invoice within five (5) calendar days of the date of the invoice, then Designer reserves the right to charge a 1.5% per month late fee to the total amount of the invoice.

- If Client has not paid an invoice within fifteen (15) calendar days of the date of the invoice, then Designer reserves the right to stop Work and not send client any Work product until all invoices have been paid.
- In rare occasions the Designer may make purchases on behalf of the Client with Designer's funds. These purchases may be invoiced separately and must be reimbursed to Designer within (5) days of purchases being made. If Client chooses to reimburse Designer with a credit card, the Client is responsible for all credit card processing fees. An additional fee of 2.9% of the invoice total plus \$0.30 will be added to the invoice total.

F. **Acceptance.**

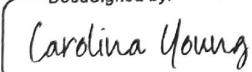
- Client recognizes that interior designs may look different in the actual space than the design looked in renderings, models, floor plans, and mood boards. The Client has the right to request changes to renderings, models, floor plans, mood boards, and installation. Such requested changes will be made in writing, via email is acceptable. Such requested changes will be charged to Client at Designer's hourly rate specified in Section B.
- Client accepts the risk of all products and finishes ordered by Client.
- For products and finishes ordered by Designer on behalf of the Client, Designer will check the delivered product against the specifications prior to accepting the delivery from the manufacturer and/or seller. In case of off-spec products, Designer will work with the manufacturer or seller to correct the defect. In all other cases, Client is responsible for paying for all products ordered by Designer on Client's behalf, even if Client later decides that they no longer like or want the product.

G. **Change Orders.** After the execution of this Attachment A, any changes or amendments to the terms and conditions set for herein will only be effective after the execution of a separate Change Order.

IN WITNESS WHEREOF, the Parties to this Agreement execute this Attachment A to the Independent Designer Agreement as of the date and year written above.

Client

DocuSigned by:

  
Carolina Young  
674048E58D7EA93

Signature

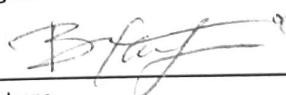
Carolina Young

Printed Name

4/28/2021

Date

Designer – Casa de Beatriz LLC



Signature

Beatriz Cruz, Managing Member

Printed Name

  
4/29/21

Date