

RESIDENTIAL INTERIOR DESIGN PROPOSAL



DESIGNER: Lauren Bernard

Lo & Behold Interiors, LLC

CLIENT: Lisa Weber

(512) 468-5472

PROJECT: Arcadia House

1204 Arcadia Avenue, Austin, TX

PROPOSAL NUMBER: 152001

RESIDENTIAL INTERIOR DESIGN PROPOSAL

Lauren Bernard of Lo & Behold Interiors, LLC, is pleased to submit this proposal for the design of the living and dining rooms of Ms. Lisa Weber, 1204 Arcadia Avenue, Austin, TX 78757. During the initial consultation it was discussed that the necessary design services will include furniture and decor selection to harmonize with existing furniture, in addition to creating an overall new design aesthetic for the space. Wall treatments and paint selection are to be taken into consideration for the final design. The layout of the home is to remain the same with no major construction taking place. The estimate of time necessary to complete this project is approximately 30 hours from the receipt of the retainer fee, dependent on factors including design finalization, client availability, and material/furniture sourcing and ordering. The project will be considered complete when every objective from the project outline is completed, and total fee is paid.

This proposal is dated Monday April 5th, 2021 between Ms. Lisa Weber and Lauren Bernard of Lo & Behold Interiors. Designer will be referred to as "LB" for the following project. Client and LB agree as set forth below:

ARTICLE 1 – Detailed Scope of work

LIVING ROOM DESIGN:

- 1.1 Conceptual Design: Creation of 1 floor plan for proposed layout and renders for final selected design.
- 1.2 Furniture Selection: Selection of new furniture for living room (1 concept, 2 revisions)
- 1.3 Paint: Selection of 2 potential color schemes, including paint or wallpaper
- 1.4 Purchasing: Purchase and delivery coordination of all materials, to the preferences of the client
- 1.5 Decor Arrangement: Up to 5 hours of in-home decor arrangement during final project phase

DINING ROOM DESIGN:

- 1.6 Conceptual Design: Creation of 1 floor plan for proposed layout and renders for final selected design.
- 1.7 Furniture Selection: Selection of new furniture for dining room (1 concept, 2 revisions)
- 1.8 Paint: Selection of 2 potential color schemes, including paint or wallpaper
- 1.9 Purchasing: Purchase and delivery coordination of all materials, to the preferences of the client
- 1.10 Decor Arrangement: Up to 5 hours of in-home decor arrangement during final project phase

Expected timeline: 2 weeks for design phase

ARTICLE 2 – SCOPE OF SERVICES WILL NOT INCLUDE THE FOLLOWING

- 2.1 Supervising any sub-contractors on the project site
- 2.2 Conducting extended price shopping on items for the project. Items presented will be tailored to client's budget and are at the best possible price.
- 2.3 Engaging in manual labor (i.e. installing flooring, moving furniture etc..)

ARTICLE 3 – PROJECT TIMELINE

LB strives to complete all projects undertaken within the set amount of days outlined in Article 1 (Scope of work) from commencement of design services, determined by the date on signed agreement (excluding the initial consultation), barring any major setbacks, limitations, emergencies, or unavoidable issues. Further, LB will use all reasonable efforts to expedite the completion of your project. However, we cannot be responsible for any delays in the performance or delivery of furniture, furnishings, sub-contractors, or materials supplied by others as well as issues with the client not being able to afford services or items to complete the design as outlined in this agreement.

ARTICLE 4 – Compensation & Payments – Flat-Rate Option

Total Design Fees for Project: **\$3000.00**

- 4.1 An initial commencement fee of **50%** as outlined in the payment plan is due upfront by the client, before LB's services will commence. Initial fee is 100% *non-refundable under any circumstances*.
- 4.2 This agreement is for a flat-rate fee as indicated above. See 4.11 below.
- 4.3 Charges incurred in the interest of the client's project will be billed to you accordingly.
- 4.4 Any sales tax will be included in such purchases and indicated on all purchase orders/invoices.
- 4.5 LB will provide the client with estimates and it is understood and agreed that such estimates are not binding, and actual costs may fluctuate based on market rates, availability or manufacturer.
- 4.6 LB accepts money transfer (Zelle, Venmo, PayPal), cash, certified checks and personal checks as a form of payment.
- 4.8 There are no returns on payments already collected by LB for work already performed.
- 4.9 The client understands and agrees that if they submit a check that returns unpaid, the client is responsible for a \$25.00 NSF fee in addition to the total payment due.
- 4.10 Long-distance travel expenses including but not limited to airfare and accommodations shall be invoiced for reimbursement as they are incurred. The client will approve all major travel expenses in advance.
- 4.11 The client understands that any additional work outside of the scope of this project is subject to our hourly rate as outlined in this agreement.
- 4.12 The project is being billed on a flat-rate charge for the project. The flat-rate charge is a single charge to the client to complete the tasks listed in article 1 (scope of work) in a set amount of hours as listed in 4.13 below.
- 4.13 The project is set to accomplish in a total of **30 hours**.
- 4.14 The client further agrees: a flat-rate project is due to complete in the allocated amount of hours. The hours for your project are tracked by LB, and any hours that the client requests outside of the scope of work, will be deducted from such hours. The client understands that requesting LB take hours to do other tasks outside of the already approved scope of work, will result in the hours allocated to be used up. Should those hours be used up by fault of the client, this agreement becomes an hourly agreement, and the client will be billed at **\$150/hour** to continue the project. In short: If the client requests other work to be done outside of the already approved scope, the client understands that such tasks will be using up the allocated hours set in article 4.13 above.

ARTICLE 5 – Default on Payments

- 5.1 Failure to submit payment for completed work in accordance with the payment schedule of this agreement will constitute a material breach of the agreement and LB reserves the right to terminate this agreement. The client will be responsible for any late payments, past due amounts, and a termination fee as set in 7.3.
- 5.2 In the event LB hires an attorney to enforce any right under this agreement, the client shall reimburse LB for all such attorney fees and expenses regardless of whether suit is filed.
- 5.3 Should the client not submit their invoice within **5 days** from the invoice date, the clients account will be considered late and will incur a late fee of **\$150**.

If the client does not pay the invoice 30 days after the late fee initiated, the contract will be terminated for non-payment and the client would be charged a termination fee as per article 7 section 7.3. At that point, the clients

account will be submitted to collections. The client is responsible for any collection agency fee's in addition to the debt from LB.

Should the client's account remain in collections for more than one hundred eighty (180) days, LB may either put a lien against your property, or begin the litigation process. In addition to this, the collection agency that LB uses will report your debt to all three credit bureaus.

ARTICLE 6 – Misc. Provisions

6.1 COMMUNICATION: The expectation is that if LB contacts the client in any manner (email, phone, text message etc...) it is the client's responsibility to respond to LB within 48 hours (barring extenuating circumstances). In the event that a response is not received in a timely manner, then (depending on the situation) LB may feel it necessary to cancel an order or postpone the design due to any lack of communication by the client. LB is not obligated to answer phone calls, emails or text messages outside of normal business hours (M-F 9am-5pm), or on holidays.

6.2 ACCESS: Client is expected to grant reasonable access to the premises for LB and LB's agents, as well as the contractor(s) required to perform the agreed upon work. By signing this agreement, you understand that the privacy and peace of your home may be disrupted for the duration of the project.

6.3 PHOTOGRAPHY OF THE SPACE: Upon completion of the project, LB may require permission to photograph the project for our records.

6.4 VERBAL AGREEMENT(S): It is mutually understood and agreed that there are no verbal or any other agreements in addition to or in contradiction of the terms and provisions herein set forth. All verbal mutual agreements will be documented and recapped in an electronic email.

6.5 AMENDMENTS: This agreement is non-negotiable and no amendments will be made except adding to the scope of work, or a change in the design cost for such additions to the scope.

6.6 DECREASE OF BUDGET: The client shall not decrease their budget once they advise LB of their budget for the project. Should the client change the budget, they must notify LB immediately in writing and provide any corresponding documentation. If the budget is less than what was agreed upon, LB reserves the right to terminate this agreement and the client will be subject to a termination fee as outlined in article 7, section 7.3.

6.7 CHANGE ORDERS: Changes to the project scope must be requested in writing, and any additional hourly fees associated with the additional work will be billed accordingly.

6.8 VENDOR INVOICES: The designer does not have an obligation, nor will provide vendor invoices for any reason whatsoever even if requested by the client. The client understands they are purchasing materials and services from LB and therefore will only be able to receive an invoice from LB showing what was charged to the client.

6.9 RUSH DESIGN AND ORDERS: The client understands that LB's normal hours of operation are Monday – Friday 9am to 5pm CST, and that if the client receives an expected date of delivery for receivables, that we are limited on being able to deliver those receivables anytime sooner than the given expected date of delivery. If the client requests that the deliverables be delivered sooner than the given expected date, that the client will be assessed a \$200 rush fee (PER REQUEST) to be able to accommodate that request. However – it is up to the discretion of the design team to determine whether or not we can accommodate the request to deliver your receivables earlier.

6.10 LB charges a lower design fee as it is anticipated the client will purchase the material LB sourced for your project. Should the client not purchase the chosen material from LB, LB reserves the right to increase the design fee to compensate LB from the time spent on sourcing such materials that was not charged initially. LB will charge a minimum flat-rate fee of **\$200.00** per instance. For example, if you purchase a bedroom set through a third party without explicit agreement from LB during the duration of the project, you would incur a fee of **\$200.00**.

Furthermore, if the client should stray from the agreed upon design, LB reserves the right to terminate the project as stated under Article 7.

6.11 *"Completion of the project"* shall be determined by the culmination of all pledged services of LB with regard to the project. Any items specified and held for future purchasing will be kept on file and the project will be marked as complete.

ARTICLE 7 – Termination of Agreement

7.1 **Termination for Cause:** If either party breaches any provision of this agreement and if such breach is not cured within thirty (30) days after receiving written notice from the other party specifying such breach in reasonable detail,

the non-breaching party shall have the right to terminate this agreement by giving written notice thereof to the party in breach, which termination shall go into effect immediately on receipt.

7.2 Termination for Convenience: This agreement may be terminated by either party on thirty (30) days advance written notice effective as of the expiration of the notice period. Contingent to 7.6 below.

7.3 Contract Termination Fee: The client further agrees that if they terminate the agreement before it's completion date, the client will be responsible for paying a termination fee of **\$500.00**.

7.4 In the event of termination, Client shall pay *LB* for the services performed through the date of termination in the amount of a prorated portion of the fees due. Client shall pay all expenses, fees, and additional costs incurred through the date of termination *including a termination fee* if applicable.

7.5 *LB* reserves the right to terminate this agreement in the event the client becomes verbally abusive, conducts themselves in an inappropriate/unprofessional manner, or creates a hostile work environment. Should *LB* be forced to terminate the agreement for such actions, a termination fee would be charged as outlined in Article 7, section 7.3.

7.6 This agreement can be terminated by mutual agreement should the agreement not be able to be fulfilled to it's fullest by either party. Such termination can be effective immediately from the date of the notice by either party and any termination fees would be paid by the client, if applicable, or may be waived by *LB*.

ARTICLE 8 – Full Disclosure on Contracting & Construction

LB is not and does not purport to be a contractor or contracting service. *LB* does not hold a contractor's license and does not perform or offer services that such a contractor would provide including, but not limited to, painting, electrical installation, plumbing installation, demolition, masonry work, tiling, and so forth. *LB* is also not legally able to provide construction advice on structural walls, or any services or labor that would otherwise be performed by a licensed general contractor.

LB is not liable for any work performed by any contractor and/or subcontractor including but not limited to: Architects, Engineers, and General Contractors, etc. *LB* does not supervise any on site demolition, construction, or responsibilities of a general contractor or subcontractor. Contractors are responsible for obtaining their own measurements to ensure accuracy in final construction. *LB* does not assume any responsibility for the design or modification of the design of any structural, heating, air-conditioning, plumbing, electrical, ventilation, and other mechanical systems installed or to be installed at the project.

ARTICLE 9 – Refunds

9.1 The client may return **non-custom** and **non-special order** products purchased from *LB*, however such returns will incur shipping costs to return the product back to the manufacturer. Such items available for return will be indicated on your invoice for such item(s).

9.2 There are no refunds for services already rendered – however if *LB* collected payments for services not rendered (advanced payment, which can happen on a flat-rate contract) you maybe entitled to a refund for hours NOT used by the designer. The designer would provide you with a time metric of every hour spent on the project. You agree that if you cash a check, or accept any payments from *LB* for any refunds, you are accepting the following terms from 9.3 to 9.9 below:

9.3 Covenant Not to Sue: Considering any funds were accepted and/or a check was cashed and the client is accepting a refund: PURCHASER AND HIS/HER SPOUSE, HEIRS, LEGAL REPRESENTATIVES, ASSIGNS, NEXT OF KIN AND INSURERS HEREBY RELEASE AND COVENANT NOT TO SUE **Lo & Behold LLC**, AND THEIR RESPECTIVE PARENT, SUBSIDIARY, AFFILIATED COMPANIES, AND THEIR RESPECTIVE OFFICERS, DIRECTORS AND EMPLOYEES FROM ANY AND ALL DAMAGES, LIABILITIES, CAUSES OF ACTION, JUDGEMENTS, AND CLAIMS FOR PERSONAL INJURY, DEATH AND PROPERTY DAMAGE ARISING OUT OF OR RELATED TO THE CUSTOM ITEM, WHETHER NOW EXISTING OR ARISING IN THE FUTURE.

9.4 No Admission of Liability: Anything herein shall constitute or be construed as an admission of any liability whatsoever by any Party. The Parties each deny any and all wrongdoing and liability.

9.5 Attorneys' Fees and Costs To Date: The Parties, and each of them, shall bear their own costs and attorneys' fees incurred up to and including the Effective Date.

9.6 Warranty and Representation Re: No Prior Actions Except The Action: Each of the Parties, on behalf of themselves and each of their respective representatives, agents, employees and attorneys promises, represents, warrants and covenants that as of the time of signing this Agreement, that, with the exception of the Action, they have not filed any claims, complaints, lawsuits, arbitrations, or other actions or proceedings in any court, agency, arbitral body or other jurisdiction against any of the other Parties or their agents, representatives or employees.

9.7 Successors and Assigns: This Agreement will be binding upon the Parties' successors, assigns, heirs, executors, administrators, and other legal representatives.

9.8 Severability: If any provision of this Agreement is found to be void, voidable, illegal, invalid, or otherwise unenforceable, then the remainder of the Agreement nevertheless shall remain in full force and effect, and, to the extent reasonably possible, the parties shall replace the unenforceable provision with an enforceable provision that most closely approximates the intent of the unenforceable provision. The releases provided in this Agreement are effective immediately upon the Effective Date, and may not be revoked or rescinded by any alleged breach to this Agreement.

9.9 If you accept any refunds from *LB* for services not rendered on an advance payment to *LB*, you waive your right to request additional funds for whatever reason. *LB* will audit your account automatically and provide such refunds within 30 days of the agreement termination date or the date of the project completion.

ARTICLE 10 – Indemnification/Liability


- (1) **By Client:** Client agrees to indemnify, save and hold harmless *LB* from any and all damages, liabilities, costs, losses or expenses arising out of any claim, demand, or action by a third party arising out of any breach of Client's responsibilities or obligations, representations or warranties under this Agreement. Under such circumstances *LB* shall promptly notify Client in writing of any claim or suit; (a) Client has sole control of the defense and all related settlement negotiations; and (b) *LB* provides Client with commercially reasonable assistance, information and authority necessary to perform Client's obligations under this section. Client will reimburse the reasonable out-of-pocket expenses incurred by *LB* in providing such assistance.
- (2) **By Designer:** Subject to the terms, conditions, express representations and warranties provided in this Agreement, *LB* agrees to indemnify, save and hold harmless Client from any and all damages, liabilities, costs, losses or expenses arising out of any finding of fact which is inconsistent with *LB*'s representations and warranties made herein, except in the event any such claims, damages, liabilities, costs, losses or expenses arise directly as a result of gross negligence or misconduct of Client provided that (a) Client promptly notifies *LB* in writing of the claim; (b) *LB* shall have sole control of the defense and all related settlement negotiations; and (c) Client shall provide *LB* with the assistance, information and Authority necessary to perform Designer's obligations under this section. Notwithstanding the foregoing, *LB* shall have no obligation to defend or otherwise indemnify Client for any claim or adverse finding of fact arising out of or due to Client Content, any unauthorized content, improper or illegal use, or the failure to update or maintain any Deliverables provided by *LB*.
- (3) **Limitation of Liability:** THE SERVICES AND THE WORK PRODUCT OF LO & BEHOLD INTERIORS, LLC ARE SOLD "AS IS." IN ALL CIRCUMSTANCES, THE MAXIMUM LIABILITY OF LO & BEHOLD INTERIORS, LLC, ITS DIRECTORS, OFFICERS, EMPLOYEES, DESIGN AGENTS AND AFFILIATES ("DESIGNER PARTIES"), TO CLIENT FOR DAMAGES FOR ANY AND ALL CAUSES WHATSOEVER, AND CLIENT'S MAXIMUM REMEDY, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT OR OTHERWISE, SHALL BE LIMITED TO THE NET PROFIT OF DESIGNER. IN NO EVENT SHALL DESIGNER BE LIABLE FOR ANY LOST DATA OR CONTENT, LOST PROFITS, BUSINESS INTERRUPTION OR FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES ARISING OUT OF OR RELATING TO THE MATERIALS OR THE SERVICES PROVIDED BY DESIGNER, EVEN IF DESIGNER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

ARTICLE 11 – Agreement to Arbitrate

All claims and disputes arising under or relating to this agreement are to be settled by binding arbitration in the state of Texas or another location mutually agreeable by both parties. The arbitration shall be conducted on a confidential basis pursuant to the Commercial Arbitration Rules of the American Arbitration Association. Any decision or award as a result of such arbitration proceeding shall be in writing and shall provide an explanation for all conclusions of law and fact and shall include the assessment of costs, expenses, and reasonable attorney fees. Any

such arbitration shall be conducted by an arbitrator experienced in business law and shall include a written record of the arbitration hearing. The parties reserve the right to object to any individual who shall be employed by or affiliated with a competing organization or entity. An award of arbitration may be confirmed in a court of competent jurisdiction.

This agreement has not been fully executed until it has been signed by a representative of both Lo & Behold Interiors, LLC and client. By our signatures below, we confirm that we are authorized to sign on behalf of the party for whom we are signing, and we agree to the terms of this agreement:

Client Signature	Client Name (Printed)	Date
	Lauren Bernard	4/5/2021
Designer Signature	Designer Name (Printed)	Date

Part II – Custom/Special Order Terms & Conditions

GENERAL

- *LB* will provide clients with estimates/invoices for all custom furniture, custom soft goods and special order items.
- All work orders for custom furniture and custom soft goods must be signed and dated by the client before production begins.
- All custom furniture and soft goods have a minimum 4 week lead-time.
- Dye-lot of fabrics cannot be guaranteed to perfectly match if fabrics are ordered at separate times or in large quantities.
- *LB* is not liable for any mal-conduct performed by contractors/sub-contractors/workrooms/delivery teams.
- Client is responsible for doing their due diligence of understanding all factors of custom items (i.e. fabric, fills, dimensions, finishes, etc.) If client has any questions regarding product details, the client must contact *LB* in writing addressing any concerns/questions.
- Quotes are only valid for 30 days

PAYMENT POLICY

- All custom furniture and custom soft goods are 100% non-refundable.
- Fabric orders must be paid in-full before the order is placed.
- Drapery hardware must be paid in-full before the order is placed.
- Custom furniture and custom soft goods remaining 50% balance due on labor is due before delivery.
- Custom furniture and custom soft goods require a 50% deposit on labor before the start of production.
- Deposits are 100% non-refundable.
- Deposit fees may vary upon particular supplier's and laborer's policies.
- Client will be presented with invoices from *LB* stating deposit/balance due.
- *LB* accepts payment in cash, check, and money transfer.

DELIVERY POLICY

- All items must be paid for in-full before delivery can be scheduled.

- Any damages must be noted and photographed during delivery.
- If a custom item is delivered damaged, the client must contact *LB* immediately. If the client does not contact *LB* within 24 hours of the furniture delivery, *LB* will assume products were delivered in acceptable condition.
- All custom furniture and custom soft goods need to be delivered within 30 days of completion.
- Any items not delivered within 30 days of completion will be charged a 6% storage fee per day.
- After 30 days, *LB* cannot be held responsible for any damages made to the item(s).
- *LB* is not responsible for any damages made to the client's home (i.e. scuffed walls, scratched floors, etc.) by the delivery team during delivery.
- Although *LB* does not anticipate that there will be errors or defective workmanship (i.e. rips/tears/damages) in furniture, soft goods furnishings and/or services provided by other companies, *LB* will make all reasonable efforts to correct or defect to your reasonable satisfaction after you have notified *LB* of the situation.
- If custom furniture or custom soft goods are in need of repair, *LB* reserves the right to send a repairman to client's home to determine the best solution to rectify the issue.
- If client fails to receive a scheduled delivery the client will be charged a \$150 re-delivery fee.

SPECIAL ORDER ITEMS RETURN POLICY

- Item must be in original packaging.
- Item must be returned to *LB* within 7-10 business days.
- A 30% re-stocking fee will be charged on any special item returns.
- Client is responsible for any freight charges on returned items.
- If a special order item is delivered damaged, the client must reject the delivery and have the driver take the item. If the item is not rejected at delivery then the client needs to contact *LB* immediately and take photos of the damage.
- Re-stocking fee and freight charges do not apply to damaged items.
- Some special order items cannot be returned due to manufacturer's policies.

This agreement has not been fully executed until it has been signed by a representative of both Lo & Behold Interiors, LLC and the client. By our signatures below, we confirm that we are authorized to sign on behalf of the party for whom we are signing, and we agree to the terms of this agreement:

Client Signature

Client Name (Printed)

Date



Designer Signature

Lauren Bernard

Designer Name (Printed)

4/5/2021

Date


ATTACHMENT A: Payment Structure and Schedule

MILESTONE	DESCRIPTION	PAYMENT
Contract/Retainer (50%)	Non-refundable retainer to begin design services	\$1500.00
Furniture Selection	Amount due prior to selecting materials	\$375.00
Project Management	Amount due prior to final arrangement of furniture and decor	\$375.00
Final Holdback (25%)	Final amount due at the completion of the project	\$750.00
	TOTAL DESIGN FEES	\$3000.00

Design fees are based on the services outlined in Article 1 of this proposal, and include:

- Determining the style and color palette for the design and decor of the space, in collaboration with the client, via Pinterest and creation of mood/concept boards
- The creation of sketches and 3D renders to help envision the space
- The selection and sourcing of materials including wall-treatments, flooring, furniture, decor, and fixtures as outlined in the project scope
- The management of contractor(s) for execution of the design and renovation
- Consultation on decor choice and placement
- Consistent communication via text message or email, and regular updates on project progress

The total design fee does not include the cost of materials or contractor fees.

Client Signature	Client Name (Printed)	Date
	Lauren Bernard	4/5/2021
Designer Signature	Designer Name (Printed)	Date

Thank you for the opportunity to help create your dream home! I look forward to working together.



Lauren "Lo" Bernard
Lo@LoBeholdInteriors
(678) 634-5613