



GODDARD DESIGN GROUP

RESIDENTIAL & COMMERCIAL INTERIOR DESIGN

Date:
GDG Rep:
Client Name:
Project Address

Project Name:
Contact Phone:
Contact Email:
Billing Address:

From this point forward, the above, named client will be referred to as "Client," and Goddard Design Group as "Designer" or "GDG," and the project as "Project" or the "Property." This agreement is the understanding of the parties at the outset of this project and comes into effect on the dates signed by the client.

PROJECT DESCRIPTION

PROJECT PHASING

Initial Consultation Date:

The initial consultation is meeting with the client to discuss the client's general design concepts, expectations, and desires. In the meeting, GDG will provide feedback with our thoughts, suggestions, general design needs, general decoration ideas, and general scope of work. These are all rough estimates and approximations. If the client decides to proceed with GDG for design services, the project's scope of responsibilities and coordinating billing can proceed as stated below.

Standard hourly billing rate: \$ **235.00**

Total Estimated Design Fees \$

Total Estimated Specified Items Costs \$

Projected Design Services Start Date

Contract must be signed within 5 business days in order to begin design services on projected date.

Notes on initial fees and costs:

(Project Name Here)



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PHASE 1: DESIGN CONCEPT

Design Retainer: \$ _____

Estimated time for design completion: _____

GDG will develop a general project design proposal including a sketched layout, sample ideas for furniture, sample ideas for finishes, sample equipment specifications, and sketches as necessary to illustrate the design concept to the Client. This will be presented to the Client for approval in order to proceed with schematic design work.

Additional Notes:

PHASE 2: SCHEMATIC DESIGN & SPECIFICATIONS

Design Retainer: \$ _____

Estimated time for design completion: _____

GDG will do in depth site visits as are necessary to ascertain current site conditions. At the conclusion of this phase, drawings of the proposed designs and proposed furniture, finishes, equipment, and accessory specifications will be provided to the Client for approval. Designs and specifications must be approved by the Client before proceeding to purchasing and delivery.

Additional Notes:

PHASE 3: PURCHASING & DELIVERY

Design Retainer: \$ _____

Estimated timeline for construction completion **to be provided by General Contractor ("GC")**.

Once payment has been received for all specified items, GDG will begin the ordering process on items to be provided by GDG. Client is responsible for retaining a General Contractor and Architect. GDG will provide a copy of construction drawings and specifications for bidding purposes to any prospective general contractors and will work cooperatively with architect, if any. Once a GC has been retained by the Client, GDG will coordinate with the GC as necessary. GDG will coordinate with their construction schedule for install and delivery needs of items provided by GDG.

Additional Notes:



GENERAL TERMS AND AGREEMENTS

Scope of work: Scope of work is limited to the areas and approximate square footage listed in this contract. GDG agrees to perform the design services in accordance with customary industry standards.

Schedule: All time estimates are based on initial perceived needs. Timeframes and project schedule are subject to change based on final approved design and subsequent required design services.

Payments and project funding: The Client agrees to pay and shall pay all fees and costs to GDG in the timeframes specified on any Invoices, Work Orders, or other invoicing sheets. Client agrees to always review the information carefully prior to making payment and confirm that the order or information is accurate.

Due to the many contingencies affecting specified items, GDG does not make any representations or warranties that actual prices for specified items and/or costs of services or labor will not vary from any proposed, established, or approved budgets.

Each phase of work will begin once design direction has been agreed upon, and after the phase design retainer has been paid in full. The client will be billed hourly for design services. Billed hourly design fees will be paid from the provided retainer. As the retainer funds are exhausted, additional funds will be requested from the Client by GDG. Subsequent funding payments will be equal to the initial design retainer for each phase. If design services are exceeding initial projected timeframes, funding above and beyond the amount of the stated phase design retainer may be requested. A statement of billings will be provided to the client at key points during the project's process. Additional current statements can be provided at the client's request. At the conclusion of a phase, any remaining funds will be rolled over for credit towards the next required retainer.

All fee estimates are subject to change based on final agreed upon design and subsequent required design services.

All delivery, installation, and moving fees will be billed directly to the client separately from design services.

All third-party costs including, but not limited to printing, labor, upholstery, drapery, and decorative painting will be billed directly to the client separately from design services.

Consultation Documents: As necessary, GDG will provide documents sufficient for bidding and consultation purposes. GDG does *not* provide architectural or engineering services, nor any stamped or sealed drawings. GDG will not undertake the design or modification of any structural, heating, air conditioning, plumbing, electrical, ventilation, audio, video, or other mechanical systems installed or to be installed at the project site.

In the event a project requires an additional trade professional in order to perform work based on GDG concepts, drawings, or specifications, the client will be responsible for retaining and compensating any required professionals. GDG will coordinate with any additional contracted professionals as necessary for design development and implementation of the Project. GDG cannot guarantee or warranty the work of retained professionals.

Any documentation, conceptual or schematic designs, or proposed specifications are considered the "Intellectual Property" of GDG. Intellectual Property prepared by GDG will remain the exclusive property of GDG. GDG retains all right, title, and interest to such Intellectual Property. Without an express, contractual agreement, Intellectual Property may not be used for additional projects, or for the completion of this project by any party other than GDG.

Specifications: GDG will specify furniture, finishes, equipment, and accessories as required for the project. GDG will coordinate with the general contractor for order, delivery, and installation of these items as necessary. Any items required to be stored by GDG prior to installation are subject to a monthly storage fee. Any items requiring storage will be stored in a secured location.

All purchases made by GDG on the Client's behalf shall be made as the Client's agent. The Client must provide payment for any specifications before any purchases will be made by GDG.



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The Client shall have the benefit of all guarantees and warranties possessed by GDG against suppliers and manufacturers to the extent transferable. GDG makes no warranties for the goods or services proposed, designed, or provided over and above the Manufacturer's or supplier's warranties. In particular, GDG cannot guarantee any fabric, material, or article against fading, wearing, or latent defects over and above the Manufacturer's or supplier's warranties or guarantees.

Site Visits: GDG will make project site visits as requested by the architect, contractor, or client, or as deemed necessary by the design staff at GDG, in accordance with the scope of work listed in this contract. The Client will coordinate with GDG as necessary, and within reason, for site visits. In order to ensure progress on the project is not delayed, the Client is ultimately responsible for ensuring readily available access to the project site.

Project Documentation: The client will permit GDG or our representatives to photograph the project premises throughout the project life as deemed necessary by GDG, and upon design completion. GDG will be entitled to use of such photographs for business purposes including marketing and publication. Any photographs published on behalf of GDG shall not include the identity or address of the client unless otherwise agreed.

Travel Expenses: The Client shall reimburse GDG for all travel expenses incurred in the performance of the services. Any incurred expenses shall be billed directly to the client separately from design services. The Client will reimburse GDG within 15 days of receipt of an expense invoice. Reasonable documentation of incurred expenses can be provided at the Client's request.

Disclaimer: GDG expressly disclaims the warranty of merchantability and the warranty of fitness for a particular purpose. No other warranty, whether express or implied, other than those expressly set forth herein, shall apply to services and furnishings supplied by GDG pursuant to the agreement, and no waiver, alteration, or modification of the provisions of this paragraph, shall be valid unless made in writing and signed by GDG.

Limitation Liability: In no event shall GDG be liable to the Client for (i) loss or damage of any kind resulting from delay or inability to perform based on a force majeure event; (ii) errors in information supplied to the Designer by the Client; or (iii) consequential, special, indirect, or incidental damages, or for lost profits or revenues of any kind and any time for any reason arising from or related to this agreement. GDG's and its Clients' and affiliates' total aggregate liability to the Client under this agreement shall be limited to direct damages in an amount not to exceed the amount of fees paid by the Client over the preceding six (6) months.

Indemnification: Client agrees to indemnify, defend, and hold harmless GDG, its affiliates and their respective clients, directors, officers, managers, employees and agents from and against all third party suits, claims, demands, damages, debt, liability, costs, expenses, liens, actions or causes of action (including, but not limited to, reasonable attorney's fees) arising out of or related to any act or omission of the Client in its performance of its obligations under this Agreement, the breach of Client of any of the terms, conditions, representations, or warranties contained in the Agreement, and/or the Designer's use of and/or reliance upon information supplied by the Client to GDG under this Agreement.

Termination: This agreement may be terminated by the Client upon thirty (30) days written notice to GDG or GDG's legal representatives should GDG fail to perform substantially in accordance with the terms of this Agreement through no fault of the Client. In the event of termination, GDG shall be compensated for any services performed, purchases made, or expenses incurred on behalf of the client prior to the termination date. GDG will be entitled to keep any portion of a design fee, deposit, or retainer paid to GDG prior to the termination date.

GDG may elect to terminate this Agreement at any time. In the event of termination by GDG, GDG shall be compensated for any services performed, purchases made, or expenses incurred on behalf of the client prior to the termination date. In the event of termination evoked by GDG, the Client will be entitled to reimbursement of any unbilled design fees, deposits, or retainers paid to GDG.

Applicable Law: This Agreement and the application or interpretation hereof, shall be governed by and construed in accordance with the laws of the State of Arkansas.



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Agreed by PARTIES hereto:

BY DESIGNER:

Signature: _____ Date: _____

Name: _____

Title: _____

BY CLIENT:

Signature: _____ Date: _____

Name: _____

Title: _____

Thank you for the opportunity to work on your project.
Goddard Design Group strives to provide excellent service and creativity, and we look forward to this collaboration.