

FIRM: Studio Tumo LLC

310 McArthur Way Suite B

Upland, CA 91786

OWNER NAME: Ron Serio + Waruka Serio

OWNER ADDRESS: 412 Arnaz Drive Unit 11. Los Angeles, CA 90048

OWNER PHONE: 857-998-2496

PROJECT NAME: Arnaz

PROJECT ADDRESS: 412 Arnaz Drive Unit 11. Los Angeles, CA 90048

AGREEMENT NUMBER: A01053-50

This agreement dated Monday January 17, 2021 between Ron Serio and Waruka Serio "Owner" and STUDIO TUMO LLC. "Designer" (referred to as ST) is for the following Project. Owner and ST agree as set forth below:

ARTICLE 1 – Detailed Scope of work – DESIGN ONLY.

KITCHEN

- 1.1 Selection of flooring for kitchen (3 options)
- 1.2 Selection + design of cabinetry (3 options)
- 1.3 Selection of paint color (3 options)
- 1.4 Elevations for FINAL floorplan selection (1 option)
- 1.5 Selection of Countertop material (3 options)
- 1.6 Selection of backsplash material (3 options)
- 1.7 Selection of New appliances (If getting new appliances)
- 1.8 Selection of new hood vent for existing range. (3 options)
- 1.9 Selection of new accessories for kitchen (if applicable)
- 1.10 Selection of finish plumbing (3 options)
- 1.11 Selection of finish electrical (3 options)

MASTER BEDROOM:

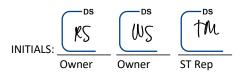
- 2.1 Selection of flooring (3 Options)
- 2.2 Selection of paint color (3 Schemes)
- 2.3 Selection of furniture (3 Options/Designs)
- 2.4 Furniture Layout (3 Options if the layout allows)

GUEST BEDROOM

- 3.1 Selection of flooring (3 Options)
- 3.2 Selection of paint color (3 Schemes)
- 3.3 Selection of furniture (3 Options/Designs)
- 3.4 Furniture Layout (3 Options if the layout allows)

OFFICE

- 4.1 Selection of flooring (3 Options)
- 4.2 Selection of paint color (3 Schemes)





- 4.3 Selection of furniture (3 Options/Designs)
- 4.4 Furniture Layout (3 Options if the layout allows)

MISC.

- 5.1 Re-Location of laundry washer and dryer
- 5.2 Permit submittal to city on behalf of client.
- 5.3 15 Hours project Management for construction
- 5.4 Design of garage (Flooring, storage, paint, 3 options each)

LIVING ROOM

- 6.1 Selection of flooring (3 Options)
- 6.2 Selection of paint color (3 Schemes)
- 6.3 Selection of furniture (3 Options/Designs)
- 6.4 Furniture Layout (3 Options if the layout allows)

DINING ROOM

- 7.1 Selection of flooring (3 Options)
- 7.2 Selection of paint color (3 Schemes)
- 7.3 Selection of furniture (3 Options/Designs)
- 7.4 Furniture Layout (3 Options if the layout allows)

PATIO

- 8.1 Selection of Furniture (3 options)
- 8.2 Selection of Pergula or awning (3 options)
- 8.3 Furniture Layout (3 Options if the layout allows)

ESTIMATED timeline for design phase: 3 weeks.

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 are at the best possible price.
- 2.3 Delivery any project materials. Delivery charges and pick-up charges are separate from design team.
- 2.4 Engaging in manual labor (i.e. installing flooring, moving furniture etc..)
- 2.5 Construction or installation of materials.

ARTICLE 3 - PROJECT TIMELINE

ST 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, ST will use all reasonable efforts to expedite the completion of your project. However, we cannot be responsible for any delays in the performance or



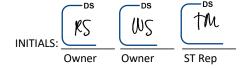


delivery of furniture, furnishings, sub-contractors, or materials supplied by others as well as issues with the client not being able to afford services or items to complete the design as outlined in this agreement.

ARTICLE 4 – Compensation & Payments – Flat-Rate Option

Total Design Fee's For Project: Twelve Thousand Dollars and 00/000 Cents. \$12,000.00 WITH A \$2,000 CREDIT TOWARDS FURNISHINGS.

- 4.1 An initial commencement fee of \$6,000 as outlined in the payment plan is due upfront by the client, before ST'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 ST 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 ST accepts credit cards, certified checks and personal checks as a form of payment. ST will assess a 3% processing fee on all credit card transactions as reimbursement from credit card processing companies charge ST 3% for collecting such fees. Checks and certified funds do not incur such fees.
- 4.8 There are no returns on payments already collected by ST 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 any late fee's that can incur as a result of the returned check.
- 4.10 Travel expenses including but not limited to air fare, 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 (Designer responsibility) is set to accomplish in a total of 82 hours. However the design fee does not reflect these hours, and any scope outside of the scope of work outlined in the above will incur additional fees as outlined in 4.14 below.
- 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 ST, and any hours that the client requests outside of the scope of work, will be deducted from such hours. The client understands that requesting ST 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 \$175/hour with a required 10 hours up front 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 4.12 above.
- 4.15 DISCOUNT APPLIED TO CONTRACT: The client further understands they obtained a 2,000 credit towards furnishings that will show on a furniture invoice when that time comes. The client understands







that this credit can not be redeemed for cash, other services, or anything other than furnishings purchased through ST.

ARTICLE 5 - Default on Payments

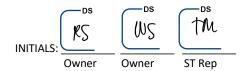
- 5.1 Failure to submit payment for completed work in accordance with the payment schedule of this agreement will constitute a material breach of the agreement and ST reserves the right to terminate this agreement. The client will be responsible for any late payments, past due amounts and a termination fee as set in 7.3.
- In the event ST hires an attorney to enforce any right under this Agreement, the client shall reimburse ST 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, plus an additional \$6 per day thereafter.

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 \$6 per day fee will cap out, and the clients account will be submitted to collections. The client is responsible for any collection agency fee's in addition to the debt from ST.

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

ARTICLE 6 – Misc. Provisions

- 6.1 **COMMUNICATION**: The expectation is that if ST contacts the client in any manner (Email, phone, text message etc...) it is the client's responsibility to respond to ST no later than 24-48 hours. Timely correspondence is imperative in certain situations. For example: ST may need to confirm an order, confirm a change order, etc...and in the event that a response is not received in a timely manner, than (depending on the situation) ST may feel it necessary to cancel an order or postpone the design due to any lack of communication by the client. ST is not obligated to answer phone calls, emails or text messages outside of normal business hours, or on holidays.
- ACCESS: Client is expected to grant reasonable access to the premises for the designer and the designers 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 NDA OF USE OF PHOTOGRAPHY: Upon completion of the project, the designer may require permission to photograph the project for our records. This NDA of photography prohibits ST from displaying, publishing, or using the images of your home on any publicly accessible internet site,



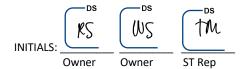


and/or email correspondence unless explicitly stated and agreed to by the client. Our firm has your privacy as a top priority and we will never display your personal space publicly. The client understands that we may show perspective clients your project in an in-person meeting only, and the perspective client will not obtain any copies of such images unless explicitly agreed to by the client.

- 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 recap 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.
- DECREASE OF BUDGET: The client shall not decrease their budget once they advise ST of their budget for the project. Should the client change the budget, they must notify ST immediately in writing and provide any corresponding documentation. If the budget is less than what was agreed upon, ST 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 are subject to a change order fee of one hundred fifty dollars (\$150) per change made and billed to the client accordingly and due upon receipt.
- 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 ST and therefore will only be able to receive an invoice from ST showing what was charged to the client.
- 6.9 **RUSH DESIGN AND ORDERS:** The client understands that ST's normal hours of operation are Monday Friday 9am to 5pm pacific standard time, 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 \$250 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 ST charges a lower design fee as it is expected the client will purchase the material ST sourced for your project. Should the client not purchase the chosen material from ST, ST reserves the right to increase the design fee to compensate ST from the time spent on sourcing such materials that was not charged in the above design fee amount. ST will charge a per hour rate of \$175/Hr for each hour it took ST to source the materials that you sourced yourself after the fact.
- 6.11 "Completion of the project" shall be determined by the culmination of all pledged services of ST 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





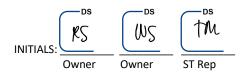
breach in reasonable detail, the non-breaching party shall have the right to terminate this agreement by giving written notice thereof to the party in breach, which termination shall go into effect immediately on receipt.

- 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 up to 50% (margin) of the cost of the total design fee. As an example: If your design fee is \$3,000 total, your termination fee would be \$2,000.00. This is calculated by taking the total cost of the project, dividing it by .6, and minus the total cost of the initial design fee (in this case, \$3,000).
- 7.4 In the event of termination, Client shall pay Designer 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 ST 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 toward any employee of ST. Should ST 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 appealable.

ARTICLE 8 - Full Disclosure on Contracting & Construction

ST is not and does not purport to be a contractor or contracting service. ST 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. ST 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.

ST is not liable for any work performed by any contractor and/or subcontractor including but not limited to: Architects, Engineers, and General Contractor etc.. ST 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. ST 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.





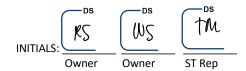
ARTICLE 9 - Refunds

- 9.1 The client may return NON CUSTOM and NON SPECIAL ORDER products purchased from ST, however such returns will incur a 50% restocking fee + any 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 ST 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 ST for any refunds, you are accepting the following terms from 9.3 to 9.10 below:
- 9.3 Covenant not to sue: Considering any funds were accepted and/or a check was cashed 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 STUDIO TUMO LLC, AND THEIR RESPECTIVE PARENT, SUBSIDIARY, AFFILIATED COMPANIES, AND JOINT TORT-FEASORS, 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 BARN DOOR, WHETHER NOW EXISTING OR ARISING IN THE FUTURE.
- 9.4 Section 1542 Waiver . It is the express intention of each Party in executing this Agreement that it shall be effective as a bar to each and every one of the Claims released in this Agreement. In furtherance of this intention, each Party hereby expressly waives any and all rights and benefits conferred upon it or her by the provisions of Section1542 of the California Civil Code and expressly consents that this Agreement, and the releases specified in this agreement shall be given full force and effect according to each and all of its express terms and provisions, including those relating to unknown and unsuspected claims, demands and causes of action, if any, as well as those relating to any other claims, demands and causes of action hereinabove specified.

Section 1542 provides:

"A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor."

It is understood and agreed that the facts upon which this Agreement are based may hereafter turn out to be other or different than the facts now known by any of the Releasing Parties and/or the Studio Tumo Releasing Parties, or believed by any of them to be true. The Releasing Parties and the Studio Tumo Releasing Parties each expressly accept and assume the risk of the facts turning out to be different, and agree that the present Agreement shall be in all respects effective and not subject to termination, rescission or modification by reason of any such change in, or understanding of, the facts. Having been so apprised, the Releasing Parties and the Studio Tumo Releasing Parties, and all of them respectively, nevertheless hereby voluntarily elects to and do grant the releases as specified in this Agreement and, consistent with the releases in this Agreement, waive the rights described in California Civil Code Section 1542 and voluntarily elect to waive all claims, demands and causes of action that now exist in their favor whether known, unknown, suspected or unsuspected, as set forth in this Agreement.

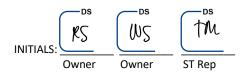




- 9.5 No Admission of Liability. Nothing herein shall constitute or be construed as an admission of any liability whatsoever by any Party. The Parties each deny any and all wrongdoing and liability.
- 9.6 Attorneys' Fees and Costs To Date. The Parties, and each of them, shall bear their own costs and attorneys' fees incurred up to and including the Effective Date.
- 9.7 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.
- 9.8 Successors and Assigns. This Agreement will be binding upon the Parties' successors, assigns, heirs, executors, administrators, and other legal representatives.
- 9.9 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. 9.8 also applies to this whole agreement in addition to article 9.
- 9.10 If you accept any refunds from ST for services not rendered on an advance payment to ST, you waive your right to request additional funds for whatever reason. ST 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 Designer 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 Designer 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) Designer 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 Designer in providing such assistance.
- (2) By Designer. Subject to the terms, conditions, express representations and warranties provided in this Agreement, Designer 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 Designer'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 Designer in writing of the claim; (b) Designer shall have sole control of the defense and all related settlement negotiations; and (c) Client shall provide Designer with the assistance, information and Authority necessary to perform Designer's obligations under this section. Notwithstanding the foregoing, Designer 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







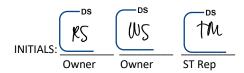
unauthorized content, improper or illegal use, or the failure to update or maintain any Deliverables provided by Designer.

(3) Limitation of Liability. THE SERVICES AND THE WORK PRODUCT OF DESIGNER ARE SOLD "AS IS." IN ALL CIRCUMSTANCES, THE MAXIMUM LIABILITY OF DESIGNER, 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

Arbitration: All claims and disputes arising under or relating to this agreement are to be settled by binding arbitration in the state of California 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.

Ron Serio	Ron Serio	1/17/2021
Owner Signature	Print Name	Date
DocuSigned by:		
Wanuka Serio	Waruka Serio	1/17/2021
Owner Signature	Print Name	Date
DocuSigned by:		
Tust	Timothy Murenzi	1/17/2021
Studio Tumo Representative	Print Name	Date





ATTACHMENT A - Payment Structure and Schedule

FIRM:	Studio Tumo LLC
FIRM:	Studio Tumo

310 McArthur Way Suite B Upland, CA 91786

OWNER NAME: Ron Serio + Waruka Serio

OWNER ADDRESS: 412 Arnaz Drive Unit 11. Los Angeles, CA 90048

OWNER PHONE: 857-998-2496

PROJECT NAME: Arnaz

PROJECT ADDRESS: 412 Arnaz Drive Unit 11. Los Angeles, CA 90048

AGREEMENT NUMBER: A01053-50

Milestone	Description	Payment
Contract / Retainer (50%)	Non-Refundable Retainer to begin design services.	\$6,000.00
Material Selection / Demolition.	Once client signs off on materials selected for project + prior to demolition to cover project management.	\$3,000.00
Project Management	After demolition of the spaces needing demolition, we will step into project management phase.	\$2,400.00
Final Holdback		\$600
	TOTAL DESIGN FEES	\$12,000.00

We chose a 4 payment structure to prevent larger billing after the initial fee.

/,			
Ron Serio	Ron Serio	1/17/2021	
Owner Signature	Print Name	Date	
DocuSigned by:			
Waruka Serio	Waruka Serio	1/17/2021	
Owner Signature	Print Name	Date	
DocuSigned by:			
Tust	Timothy Murenzi	1/17/2021	
Studio Tumo Representative	Print Name	Date	

