Interior Design **TERMS AND CONDITIONS**

ADDRESS:	**CUSTOMER NAME:**
	CONTACT NO(S):
	MEASUREMENTS REQUIRED:
	DATE OF PROPOSAL:

Details of Design Requested:

- Full colour three-dimensional *original* Design, along with not less than five rendered 3D images.
- Includes two revisions, two client site visits (for local clients), digital drawings and images, along with hard copies of the same.

Subtotal - **$**	Designs are priced at 10% of the construction cost with a minimum charge of $3,000.00. **Initial Retainer** is $3,000.00 to $5,000.00, depending on the complexity of your design. Prices quoted will be valid for a period of 30 days from the proposal date of this contract. **Retainer fee** is included in Design Price. ***Non-refundable $800.00** fee for any initial onsite consultation (if requested) also included in the design fee.
HST # 805468899RT0001 $	You are entitled to a copy of this contract at the time you sign.
Total - **$**	**SEE -PAGE TWO- OF CONTRACT FOR YOUR RIGHT TO CANCEL**

Hourly Rate for Overage: **$150.00**	**Due on Signing: $**	**Method of Payment (Visa, MC, Amex):**
Expiry:	**Card Number:**	**Name Of Card Holder:**

Responsibility of Client: *The obligations of Paul Lafrance Design under this Agreement are for the benefit of only the Client. If an outside contractor is used for the installation of the project, this Agreement shall not relieve the Builder or Builders hired to build the project of their own responsibility under their agreement with the Client.*

Acceptance of Proposal: *By signing below, you agree that the above prices, specifications and conditions are satisfactory and are hereby accepted. You authorize Paul Lafrance Design to do the work as specified and payment will be made as outlined above. You have read and accepted all the Terms and Conditions on the front and back of this agreement.*

Date Signed:	*Service Provider Signature:*	*Date Signed:*	*Signature:*

1) <u>WORK TO BE PERFORMED</u>

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a. Paul Lafrance Design ("PLD") agrees to produce a full three-dimensional original Design, along with a minimum of five rendered 3D images, at the request of the Client for fees agreed upon in advance and to deliver the Design by an agreed-upon deadline and submission method.
b. The Design will be created by a lead Designer at Paul Lafrance Design, with drawings and rendered images produced by a team of draftsmen being supervised by Paul Lafrance.
c. Initial Conceptual Designs will be submitted to the Client in a two-dimensional format. Once the design elements of the original concept are approved by the Client, three-dimensional design images will be forwarded to the Client for approval and revisions.
d. PLD will cooperate with the Client in editing and otherwise reviewing the Design prior to completion and delivery. Final renderings will be provided in full colour high-quality three-dimensional imagery.

2) CONFIDENTIALITY

a. Unless requested in writing by the Client, PLD can use the Design on its website (http://www.PaulLafranceDesign.com) to illustrate Designer's ability for portfolio and marketing purposes.
b. The specific location of the project will not be disclosed unless expressly released in writing by the Client.

3) COMPENSATION

a. Client agrees to pay Designer the Retainer Fee, plus applicable taxes, via Paypal, Visa, Mastercard, or AMEX for the Design, which will be received by PLD prior to measurements being taken and the commencement of the Design Process. *Initial telephone consultation is free of charge and Client will not be billed.*
b. Client agrees to pay balance of Design fee at time of second client visit.
c. The Design fee includes two revisions of the initial Design Concept. **Further revisions will be billed at *$150.00* per hour, to be paid by the method as outlined in paragraph 3(a) above.**
d. If PLD has not received any comments or revisions within seven (7) working days of submitting the final draft after approved revisions, PLD will send the completed Design package both electronically (if available to the Client) and by Canada Post.
e. Incidental expenses such as long distance phone calls, postage, and courier service, are absorbed by PLD.

4) TERMINATION

a. Either party may terminate this Agreement upon material breach by giving ten (10) days written notice, provided however that the breaching party be given a reasonable opportunity to remedy such breach. Upon termination, all use of the publicity rights and materials shall cease.
b. In the event that this Agreement is terminated by the Client, any work which has commenced by PLD will be billed out at a rate of *$150.00 per hour* and deducted from the retainer fee. **$800.00 Onsite Consultation fee is non-refundable.**

5) WARRANTY AND INDEMNIFICATION

a. The obligations of PLD under this Agreement are for the benefit of only the Client. If the Client hires an outside contractor to install the project, this Agreement shall not relieve the Builder or Builders hired to build the project of their own responsibility under their agreement with the Client. **The Builder of the project must check the measurements indicated on the Design prior to construction, in order to confirm accuracy.**
b. If the Client provides their own measurements for the space for which the Design is intended, the Client will not hold PLD liable for any discrepancy in those measurements.
c. If a discrepancy is found in the measurements obtained by a person sent by PLD to procure those measurements, corrections will be made to the drawings, without delay, at the expense of PLD.
d. *PLD may give recommendation of a particular Builder to the Client; however, this is solely intended as an aid to the Client and is in no way a warranty of the workmanship or product offered by the Builder.*
e. **Blueprints and work permits are the responsibility of the Client. Client may incur additional costs in this regard.**
f. The Client agrees to indemnify, defend and hold PLD and their affiliates, successors, assigns, officers, directors, agents, representatives and employees harmless from and against any and all actions, suits, proceedings, claims, demands, assessments, judgments, losses or liabilities (collectively, "Claims"), including, without limitation, reasonable legal fees, costs and expenses incident to any of the foregoing, arising out of or in connection with the construction of the structure and/or space designed by PLD.

6) ASSIGNMENT

This Agreement may not be assigned by either party without the consent of the other.

7) FULLY INTEGRATED AGREEMENT; WRITTEN MODIFICATION ONLY

This Agreement contains the full and entire agreement between the Parties and supersedes all prior agreements, understandings, and arrangements, oral or written, between the Parties with respect to the subject matter hereof. There are no other terms and conditions, representations or understandings except those set forth in this Agreement. No other agreement or understanding purporting to modify or supplement this Agreement, nor any promise made by any representative of either Party, shall be binding on that party unless confirmed in writing and signed by that Party. PLD reserves the right to amend this Agreement from time to time, and this Agreement shall not be modified or amended except by a writing signed by both Parties.

Customer Initials: