AHG

Interior Design and Services Agreement

This Agreement ("Agreement") for design, purchasing and project management services on the project ("Project") contemplated herein is entered into by and between the designer, Art Home Garden ("AHG"), a New York limited liability company and the client Hansa Melvani ("Client") located at 301 East 80th St. Apt. 26A, NY, NY 10075, collectively the parties ("Parties").

This Agreement shall be deemed effective upon its signing by both Parties.

Project location and description: 301 East 80th St. Apt. 26A, NY, NY 10075

Budget: $85,000 - $100,000

1. SCOPE OF WORK

*Phase I - Introduction and Evaluation (2-4 weeks)**

a) AHG will meet with Client to discuss their goals, objectives, and budget ("Budget") pertaining to the Project.
b) AHG will visit the Property to take any necessary specifications including, but not limited to, measurements, drawings, and photographs.

*Phase II - Conceptual Design Services (approximately 2-3 weeks)**

a) Based on the information provided to AHG in Phase I, AHG shall present Client with various design directions ("Directions") that may include elements such as color schemes, inspirational furniture selections, imagery, and preliminary floor plans;
b) Client shall select one of the Directions from which AHG shall create a finalized design plan ("Final Plan") that may include some or all of the following elements: floor plan, painting plan, furniture, fixtures, decorative items, and specifications for construction and mechanical or electrical work.
    i. Client may request one revision to the Final Plan provided such request is made no later than 14 days from the date of receipt of the Final Plan.

*Phase III - Purchasing Services and Building (approximately 4-6 weeks)**

a) AHG shall present Client with a selection of items ("Items"), and their cost, including, but not limited to: furniture, fixtures, decorative pieces, and custom artwork, based on the Final Plan.

i. Client understands and acknowledges that AHG's selection of Items is based upon a number of different factors including, but not limited to: quality, price, functionality, comfort, and AHG's own design expertise for which Client has engaged her services. At no time shall AHG be expected to source Items based exclusively on price, nor shall she be tasked with sourcing any Item for a lesser price than that which is originally presented to Client.

b) Client shall approve or reject the various Items presented to them.
   i) In the event that Client rejects any Items, AHG shall use her reasonable best efforts to find suitable alternatives.
   ii) At no time shall AHG be required to spend an excessive amount of time sourcing any Items due to unreasonable indecision on the part of Client.

c) AHG will purchase all approved Items.
   i. Client understands and acknowledges that AHG spends a significant amount of time and resources to find, select, and modify ("Sourcing") the Items for the Project and that, unless AHG consents in writing otherwise, all purchases must be made through AHG. Violation, thereof, may constitute a material breach under this Agreement and result in a fee equal to no less than 10% of the projected total cost of the Project.

d) Client shall give written, pre-approval for all Items and tender full payment for each Item in advance. In certain instances, AHG may, at her discretion, pre-purchase approved Items. In such instances, Client agrees to pay for such Items upon their receipt.
e) Payment for each Item shall include both the market price (including shipping, handling, and taxes) less any designer discount, plus a design fee of 38%.
f) All work performed and delivered to Client shall be considered accepted unless Client notifies AHG within 5 days of receipt. Upon such receipt of notice, AHG shall be given a reasonable opportunity to effectuate a cure within a timely manner.

* The length and duration of each phase is approximate and subject to reasonable change as necessary.

2. CONTRACTING

If the nature of the Project requires the engagement of a contractor ("Contractor") to perform services such as painting, installations, build-outs, demos, electric work or other required labor based upon the Final Plan, Client will enter into contract directly with such Contractor.

With respect to any Contractor, AHG shall:

a) Provide Client with a referral to a licensed and insured Contractor;
b) Meet with the Contractor for the purposes of determining the Estimate and;
c) From time to time, oversee and review the quality of the Contractor's work.

CLIENT UNDERSTANDS AND ACKNOWLEDGES THAT AHG IS ULTIMATELY NOT RESPONSIBLE FOR THE PERFORMANCE, QUALITY, TIMELY COMPLETION OR DELIVERY OF ANY WORK, MATERIALS, OR EQUIPMENT FURNISHED BY THE CONTRACTOR OR PURSUANT TO DIRECT CONTRACTS BETWEEN THE CLIENT AND CONTRACTOR.

3. TERMS OF PAYMENT

Client shall pay all fees and charges incurred under the Agreement and pursuant to the Pricing Plan attached, hereto, as Exhibit A. AHG shall submit to Client a series of invoices based upon the following:

a) The initial design fee as outlined in the Pricing Plan attached, hereto, as Exhibit A;
b) The purchasing of Items; and
c) Styling fees.
d) Any applicable additional fees as outlined in Section 4. of this Agreement.

CLIENT UNDERSTANDS AND ACKNOWLEDGES THAT ALL INVOICES SHALL BE CONSIDERED DUE IN FULL, AND WITHIN 10 DAYS OF RECEIPT, PRIOR TO THE COMMENCEMENT OF ANY SERVICES RELATED, THERETO.

AT NO TIME SHALL AHG BE REQUIRED TO PROVIDE A LINE-ITEMIZED ACCOUNT OF HER TIME.

4. CONSULTATION FEE

As it pertains to *Phase I,* outlined in Section 1. of this Agreement:

a) Client shall be responsible for a flat rate consultation fee ("Consultation Fee") of $850.00.
    i) Client shall be entitled to reimbursement of the Consultation Fee upon the signing of this Agreement by the Parties.

4. ADDITIONAL FEES

Please be advised, unless agreed to otherwise in a separate writing signed by the Parties, the following additional fees may apply:

a) A fee of $250 per hour, per person, for work performed at Client's request for services not specifically provided for under this Agreement but in relation to the Project including, but not limited to: installation, un-boxing, shopping, excessive answering of Client's inquiries.
b) Out of State/Country expenses incurred by AHG in connecting with the Project such as i) in-cidental out-of-pocket expenses including, but not limited to, costs for telephone calls, presentation materials, photocopies, computer expenses, parking fees and tolls, taxis at cost and ii.) travel expenses including, but not limited to, transportation, meals, and lodging.
    i) If additional travel is required on the part of AHG after three meetings with the Client, AHG shall be entitled to an hourly fee of $150 per hour, in addition to the above mentioned out-of-State/Country expenses.
c) Additional costs that may arise during AHG's performance under the Agreement including, but not limited to, equipment rental, professional photography, artwork licensing, prototype production.

d) Oversight fee of 25% of the Contractor's net product costs for coordination of artistic direction of the design services.
e) A cleaning service fee (per person and per hour), that shall be determined based upon the scope of work.
f) A $150 per day storage fee for Client's Items stored in AHG facilities.
g) A furniture assembly/disassembly fee ranging between $100.00 to $150.00, per person, based upon the complexity, time, and level of detail required for assembly. Please note, in the event that AHG must use a third party to perform assembly/disassembly, the fee shall be determined by the latter's quote.
h) All shipping fees, as well as any additional insurance, associated with delivery of merchandise or furniture from AHG's distributors to AHG, as well as shipping fees associated with delivery of merchandise or furniture from AHG to Client.
i) Labor costs incurred by AHG that are associated with the design services provided to the Client including, but not limited to, expected and unexpected labor costs, overtime work, and minimum pricing requirements charged by AHG's vendors.

5. REFUNDS

AHG will use her reasonable best efforts to assist Client with any returns provided that requests for returns are made within 14 days of the Item's receipt, unless otherwise provided for by the vendor.

All returns of Items are entitled to a refund of the purchasing price minus AHG's standard 38% markup, the shipping fee, and a restocking fee, when applicable, as determined by the vendor.

PAYMENTS RENDERED FOR WORK PERFORMED OR COMPLETED ON DESIGN SERVICES INCLUDING, BUT NOT LIMTED TO, DESIGN DIRECTIONS AND THE FINAL PLAN ARE NON-REFUNDABLE, EVEN IN THE EVENT OF TERMINATION.

6. CHANGE ORDERS

Should Client wish to make any changes to the Project, they must:

a) Submit, within a reasonable time*, a detailed, written request of such changes to AHG via the change order ("Change Order") attached hereto as Exhibit B;
b) After receipt of the Change Order, AHG shall, within a reasonable time, provide Client with a written estimate of:

    i) The estimated time required to implement the change;
    ii) Fees and charges to be incurred or adjusted as a result of the change;
    iii) Any anticipated impact on the overall Project timeline; and
    iv) Any other impact on the Agreement itself that may result from implementing the change.

c) Promptly after receipt of the above-mentioned estimate, the Parties shall discuss and agree upon the terms of the change(s) and execute, and sign, the written Change Order form.

d) Unless otherwise provided in the Agreement or agreed upon within the Change Order, Client shall pay any additional charges incurred as a result of the Change Order which are outside the scope of the Agreement on a time and materials basis, plus the standard design markup fee of 38% and 25% of services.
e) Should Client request changes that are in near or excess of a 38% addition to either the time, value, or scope of the Project, AHG will be entitled to submit a new and separate Final Plan to Client for written approval. Work shall not begin on the revised services until a fully signed and executed revised Final Plan are completed and, if applicable, any additional design fees are paid in full to AHG.

*Change Orders for purchases must be made within 14 days of receipt of same. Change Orders for services must be made within 7 days of completion of any and all services including, but not limited to, services rendered by Contractor.

7. CHANGES TO BUDGET

Client understands and acknowledges that the extent of the work performed by AHG (including, but not limited to: planning, sourcing, purchasing, coordinating, troubleshooting, etc.) directly corresponds to the Budget approved by Client at the outset of this Agreement.

ANY SIGNFICANT OR SUBSTANTIAL CHANGES TO THE BUDGET MUST BE MADE IN GOOD FAITH AND BROUGHT TO AHG'S ATTENTION AT THE EARLIEST THAT ANY SUCH ISSUE(S) MAY ARISE. FAILURE TO NOTIFY AHG OF SUCH ISSUE(S) IN A TIMELY MANNER MAY RESULT IN ADDITIONAL AND/OR NON-REFUNDABLE FEES. SUBSTANTIAL CHANGES MAY CONSTITUTE GROUNDS FOR TERMINATION BY AHG.

ANY CHANGE TO THE BUDGET MADE IN BAD FAITH SHALL BE CONSIDERED A BREACH OF THIS AGREEMENT IN ITS ENTIRETY.

8. CLIENT RESPONSIBILITY

Client understands and acknowledges that it shall be responsible for performing the following in a reasonable and timely manner:

a) Coordination of any decision-making with parties other than AHG;
b) Review and proof-reading all finalized design plans;
    i) Any errors and/or unnecessary costs or fees that may have resulted from an insufficient review of finalized design plans shall be deemed the Client's responsibility in addition to any future costs or fees that may be incurred in order to remedy such errors.
c) Responding to various requests by AHG which may be necessary for the completion of the Project.

9. TERMINATION

AHG reserves the right to terminate this Agreement at any time with, or without, cause. If AHG terminates this Agreement, AHG shall provide to Client reasonable notice of such termination, and deliver to Client any Items that have already been paid for.

This Agreement may be terminated by either Client or AHG upon either Party's failure to perform, provided that termination may not be effected unless written notice specifying the nature and extent of the failure to perform is given to the concerned Party within a reasonable time and such Party fails to cure the defect within 30 days of receipt of such notice.

Unless otherwise agreed to and signed by both Parties in a separate, written document, in the event that Client terminates this Agreement after AHG has completed the Final Plan, AHG shall be entitled to an inconvenience fee of 10% of the projected total cost of the Project.

Termination shall be without prejudice to any and all other rights and remedies of AHG and Client shall remain liable for all outstanding obligations owed to AHG and for all Items, design services, and any other services performed or on order at the time termination takes effect. Termination shall not void any existing invoices, and Client shall continue to be responsible for any obligation incurred prior to the effective date of termination.

10. LIABILITY AND INDEMNIFICATION

Under no circumstances shall either Party be held liable to the other, or to any third party, for any loss of use, revenue, or profit; provided, however, that in the case of termination by Client, Client shall be liable to AHG for any unpaid fees, expenses, purchases, and any additional costs incurred by AHG but not yet paid to AHG by Client as of the effective date of termination.

Client agrees to indemnify, save and hold harmless AHG 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, AHG shall promptly notify Client in writing of any claim or suit; whereby a) Client shall have sole responsibility of the defense and all related settlement negotiations, and b) AHG shall provide Client with commercially reasonable assistance, information, and authority as necessary to perform Client's obligations outlined in this section. Client shall reimburse the reasonable out-of-pocket expenses incurred by AHG in providing such assistance.

ALL SERVICES AND WORK PRODUCT OF AHG ARE SOLD "AS IS." UNDER ALL CIRCUMSTANCES, THE MAXIMUM LIABILITY OF AHG 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 AHG. UNDER NO CIRCUMSTANCES SHALL AHG 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 AHG, EVEN IF AHG

HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

11. INTELLECTUAL PROPERTY

The drawings, specs and other documents prepared by AHG for this Project are instruments of AHG's service for use solely with respect to this Project and completion by no one other than AHG, unless agreed to otherwise, in writing, with AHG's express consent.

Unless otherwise provided, AHG shall be deemed the author of these documents and shall retain all common law, statutory and other reserved rights, including the copyright. All displays or publications of AHG's work product shall bear accreditation and/or copyright notice in AHG's name in the form, size and location as directed by AHG.

Client agrees to allow AHG to photograph the Project for her records, portfolio, website, advertisement, endorsement, marketing etc.

AHG shall hold the first right and/or refusal, with prior notification, regarding any and all press, advertisements, editorials, interviews, public display of the space and recognition in relation to the Project and its affiliates. AHG shall have equal mention in any hired or collaborative press by and between Client and its affiliates regarding advertisements, editorials, press, etc. and be given recognition in a favorable and fair manner.

AHG shall hold the right to representation as a separate entity for its work and design by all press, public relation firms, publicists, etc. hired by Client and its affiliates for the purpose of marketing and press for its designs and work on the Project at no cost to AHG. It shall be AHG's choice to refuse representation of such personnel hired by Client and its affiliates.

12. EXCLUSIVITY AND CONFIDENTIALITY

Throughout the duration of this Agreement, Client agrees to work exclusively with AHG and its designs. AHG will not be restricted by this Agreement from offering its services to competitors of Client, or any other individuals or entities.

The terms of this Agreement shall remain confidential by and between Client and AHG and may not be disclosed to other parties without the prior, written consent of both Client and AHG.

13. MISCELLANEOUS

This Agreement does not and shall not be construed to create a partnership, joint venture, employment or agency relationship, or any other business relationship, which would authorize either Party to act on behalf of the other or in the name of the other without the express, written, prior consent of either Party, or unless agreed to under a separate provision of this Agreement.

AHG and Client bind themselves, their partners, successors, assigned and legal representatives to the other party to this agreement and to the partners, successors, assigns and legal representatives

of such other party with respect to all covenants of this agreement without written consent of the other.

No amendment to this Agreement shall be effective unless it is agreed to in writing and signed by the Parties.

The laws of the State of New York shall govern this Agreement. Both Parties consent to the jurisdiction of the Courts in the State of New York. No action arising out of this Agreement, regardless of the form, may be brought by either Party more than one year from the date that the cause of action occurs. Should any legal action be brought by either Party to enforce any part of this contract, the prevailing Party shall recover, in addition to all other parts of this contract, reasonable attorney's fees and costs according to the laws of the State of New York.

14. ENTIRE AGREEMENT

If any provision of this Agreement is determined to be unenforceable or invalid, the remaining provisions of this Agreement shall remain in full force and effect.

This Agreement, as well as any written and agreed to amendments, shall constitute the entire Agreement between AHG and Client and supersedes all previous communications, representations, understandings, concurrent or subsequent purchase orders, and agreements, whether oral or in writing, between the Parties or any officer or representatives thereof.

IN WITNESS WHEREOF,

ART HOME GARDEN	**CLIENT**
_____	_____
By: Stephania Skrabak, President	By: Hansa Melvani
Date:_____	Date:_____

EXHIBIT A

PRICING PLAN

Client shall choose between one of two pricing structures:

☒ a) **Square Footage Based Fee:** Residential design fees shall equal the number of square feet of the Project multiplied by $15, plus any applicable taxes. For commercial projects, the design fee multiplier shall depend on the scope, size and complexity of the Project, plus any applicable taxes.

i) Projects exceeding 5,000 square feet shall be subject to an additional fee equal to 40% of the entire Project cost.

b) **Hourly Based Fee:** AHG shall be compensated on an hourly basis at the rate of $425.00 per hour. All hours or partial hours AHG is working on and/or for the Project will be considered design fees.

Client understands and acknowledges that the Pricing Plan establishes AHG's baseline, standard design charges only, and does not include any of the additional fees and charges outlined in the Agreement.

IN WITNESS WHEREOF,

ART HOME GARDEN	**CLIENT**
_____	_____
By: Stephania Skrabak, President	By: Hansa Melvani

EXHIBIT B

CHANGE ORDER

This Change Order shall be deemed incorporated, on the date of _____, by reference into the Agreement and made a part of the Agreement dated _____ by and between AHG and _____ ("Client"). AHG's acceptance of this Change Order and payments made in its consideration, hereunder, is without prejudice and does not constitute full and final settlement of all effects of the changes as described in this Change Order, nor does it release Client from any further liability in respect of the same.

Explanation of Requested Changes (to be completed by Client):

_____

_____

_____

Attached documents and/or files in connection with the Change Order:_____
Original Project Estimate: _____
Outstanding Estimate balance at the time of Change Order submission:_____
Estimate Increase/Decrease under this Change Order: _____
Updated Estimate as of this Change Order: _____
Completion Date Adjustments:

_____

_____

_____

Any other adjustments to be made as a result of the Change Order:

_____

_____

_____

_____

ART HOME GARDEN

_____
By: Stephania Skrabak, President

CLIENT

_____
By: Hansa Melvani