



Magnifique Homes

We are Magnifique Homes and we look forward to the opportunity to act as your interior design partner. This letter and the accompanying terms and conditions that follow (the "Interior Design Agreement" or "Agreement") describe what you are legally entitled to expect from us when you purchase [online] design services through Magnifique Homes, in addition to your obligations as a client.

Magnifique Homes (the "Designer") will provide interior design consulting services (the "Services") for projects purchased under our packages attached (the "Project") by Designer for buyers of said packages ("Client") starting on date of purchase. Terms for these Services are as follows:

Designer and Client agree as follows:

- 1. SCOPE:** Designer shall develop interior furnishing specifications that may include coloration, fabrics, lighting, and furnishings as required. Designer's services do not include contractor services, landscape design, or architecture. Designer may consult other professionals including but not limited to, architects, structural engineers, mechanical engineers, lighting consultants, landscape architects, and others. While Designer will strive to meet Project deadlines, Client acknowledges that Project deadlines are subject to the vagaries of the marketplace and the performance of third parties.
- 2. DESIGN FEES:** Client has selected to purchase the the package of choice among options offered on the payment platform (the "Design Package") for design consulting services, the fee for which is based on package selection (the "Design Fee"). The Design Fee for the Design Package is paid in full on day of purchase and act as a start for the designer / client relationship. During the development of the project, we shall make a the amount of revisions agreed upon in each package, by Client without additional charge, but if the revisions are requested after approval by you, hourly fees will be incurred. Additional services requested by Client that are beyond the scope of services outlined in this Agreement will be billed separately at \$75 per hour. All payments are due to initiate design services. Hourly services are billed proactively of the work provided. Designer shall be entitled to withhold delivery of any item purchased on the behalf of Client should Client fail to make any payments due to Designer in a timely manner. Upon signing this Agreement, Designer shall receive a nonrefundable due (based on the package of choice), which constitutes the minimum fee due Designer for Services. **All Design Fees are nonrefundable after the project started.**
- 3. PURCHASING:** Full payment is required for each item and only upon receipt of payment Designer will place order. Purchasing is included in the White Glove package but will be billed at hourly rate plus a 75\$/hr for other services. With the White Glove package, Designer shall arrange delivery schedule but it is the client's responsibility to be present during said delivery. Designer shall not be held responsible for any contentious related to the delivery of these items. When practical, Designer will present specification to Client for Client to purchase direct from vendor. Client is wholly responsible for all items purchased by the Client. Designer shall be entitled to withhold delivery of any item purchased on the behalf of Client should Client fail to make any payments due to Designer per Section 2.
- 4. REIMBURSABLE EXPENSES:** Client agrees to reimburse Designer for all out of pocket expenses actually incurred by Designer in relation to the Project, including but not limited to, renderings, drafting services, postage and handling, freight, delivery and storage costs. Client shall reimburse Designer for all travel, lodging, and meal expenses incurred by Designer and Designer's staff in connection with the Project.



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5. **REFUNDS & CANCELLATIONS FOR PURCHASES:** Refunds and cancellations are set by the third-party companies from which Designer purchases. Therefore, once purchased, most items cannot be returned or cancelled, and requests to

do so will be assessed on a per-item basis with no guarantee of return or cancellation; custom items cannot be cancelled or returned. Requests for returns and cancellations will be billed hourly. Design Fees and reimbursable expenses are non-refundable, even when associated with a return or cancellation.

6. **DRAWINGS:** Designer's drawings are conceptual in nature and are intended to set forth design intent; they are not to be used for architectural or engineering purposes. Designer services do not include modifications to structural, heating, air conditioning, plumbing, electrical, ventilation or other mechanical systems in the Project. Designer shall be held harmless for relying on the accuracy of information provided by the Client. Designer's drawings are and remain the intellectual property of the Designer. Designer retains ownership and copyright of drawings at all times. Project drawings and documents cannot be used by Client for any purpose other than completion of Project by Designer as laid out in this Agreement.

7. **CONTRACTORS & CONSULTANTS:** Designer is not a general contractor and does not provide contractor services. If Project requires contractors and/or consultants (the "Third Party" or "Third Parties") to perform work based on Designer's concepts, Client will enter in a contract directly with each Third Party and will be retained and paid for by Client. Designer provides no warranty, guarantee, certification, or responsibility for the performance, quality, or timely completion of any work performed or materials installed by the Third Parties, nor their agents or employees. As may be necessary, Designer shall cooperate with, correspond with, provide counsel and guidance for, and observe Third Parties for the purpose of general conformity of the design plan, but Designer is not responsible for their oversight.

8. **DESIGNER AS INTERMEDIARY WITH THIRD PARTIES ON BEHALF OF CLIENT.** In relation to the Project, Designer will be acting as an intermediary for products and/or services that are not directly supplied by Designer by Third Parties; specifically, Designer will be collecting monies from Client for services to be rendered at project's address. Upon Client's provision of Client's payment information, Client is authorizing Designer to make the payment arrangements with the corresponding Third Party. Client acknowledges and agrees that Designer is not a co-vendor of such products and/or services performed by any Third Party. Client will enter into a separate contract with such Third Parties in connection with such products and/or services. After full payment, the conditions of the contract with the applicable Third Party may permit them to increase the cost of products and/or services. Designer will pass on any such increase to Client as Designer becomes aware of such increase. **DESIGNER AS INTERMEDIARY TO THIRD PARTIES IS NOT LIABLE FOR THE ACTS, ERRORS, OMISSIONS, REPRESENTATIONS, WARRANTIES, BREACHES OR NEGLIGENCE OF ANY SUCH THIRD PARTIES OR FOR ANY PERSONAL INJURIES, DEATH, PROPERTY DAMAGE, OR OTHER DAMAGES OR EXPENSES RESULTING THEREFROM. DESIGNER SHALL HAVE NO LIABILITY AND WILL MAKE NO REFUND IN THE EVENT OF ANY DELAY, CANCELLATION, OVERBOOKING, STRIKE, FORCE MAJEURE OR OTHER CAUSES BEYOND DESIGNERS CONTROL, AND DESIGNER SHALL HAVE NO RESPONSIBILITY FOR ANY ADDITIONAL EXPENSE, OMISSIONS, DELAYS, OR ACTS OF ANY GOVERNMENT OR AUTHORITY.**

8. **WARRANTY/DISCLAIMER.** Designer will perform the Services described in good faith, but cannot be responsible for the performance, quality, or timely completion of work by others, including Third Parties. Further, Designer shall not be responsible for any changes to the Project that the Client and/or Third Party/Parties make without informing the Designer. Designer does not assume any responsibility for the design of structural, electrical, plumbing, heating, or other mechanical systems that exist or might be needed for the project.

9. **PERMITS:** Client is responsible for permitting and or any and all approvals and compliance required by any governmental agency.



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10. **INSURANCE:** Client is required to have insurance coverage for all furnishings and materials during handling, moving, storage, and installation. Client is responsible for ensuring that their insurance coverage is sufficient per this Agreement. Designer cannot be held responsible to inadequate insurance coverage.

11. **PHOTOGRAPHS & PUBLICITY:** Client agrees to allow Designer and/or Designer's representatives to photograph Project during all stages of Design Services including when project is complete. Photographs will be used for business purposes, including, but not limited to: press, publications, online, social media, marketing, advertising, and print. Designer will not disclose address or Client's name without prior consent. Costs of photographs and publicity are the responsibility of the Designer. Additionally, if Client or Client's agents document the project, Designer shall be given credit as the Designer if documentation is released publicly.

12. **NO PRICE GUARANTEE:** Designer cannot guarantee prices of merchandise, interior installation, or other services not performed by Designer. Vendor pricing is subject to change and out of the control of Designer.

13. **LIMITATION OF LIABILITY:** DESIGNER, DESIGNERS AGENTS AND/OR DESIGNERS EMPLOYEES, SHALL NOT BE RESPONSIBLE TO CLIENT OR ANY THIRD PARTIES FOR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES (HOWEVER ARISING, INCLUDING NEGLIGENCE) ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE PROVISION OF THE SERVICES.

14. **TERMINATION:** Designer or Client may terminate this Agreement for any reason upon providing the other party thirty (30) days written notice. In the event of termination by the Client, Client will pay Designer for all work done and expenses due up to the date of termination.

15. **DISPUTES:** This agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia. Venue for any dispute shall be held in X County, Virginia.

16. **Entire Agreement; Waiver.** This Agreement [and the attached Exhibits] set forth the entire agreement and understanding of the parties relating to the subject matter herein and merges all prior discussions between them. No modification of or amendment to this Agreement, nor any waiver of any rights under this Agreement, shall be effective unless in writing signed by the parties to this Agreement. The failure by either party to enforce any rights under this Agreement shall not be construed as a waiver of any rights of such party.

It will be our pleasure to begin your project as soon as we have received either digital agreement or a hard copy of this Agreement signed by you. We appreciate your selection of Magnifique Homes for your interior design project and look forward to working with you.

Sincerely yours,

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