

Interior Design Contract Template

Instructions for Use

This is an example interior design contract template. Adjust provisions as you need with a licensed attorney. Style and personalize your company branding as you see fit, then upload the edited contract as a “contract template” in Houzz Pro. Add to projects for clients to easily review and approve.

The information contained in this contract template should not be relied upon as legal, business, or tax advice. We encourage you to seek guidance from your legal counsel, business or tax specialist with regard to how this sample interior design contract may or may not apply specifically to your business.

Agreement for Interior Design Services

1. Agreement	This agreement for Interior Design Services ("Agreement") is made between [COMPANY], LLC, d/b/a "[COMPANY] Interiors," located at _____ ("Designer"), and the undersigned ("Client"). Please indicate your acceptance of this Agreement by signing on the appropriate signature line below and depositing the sum of US\$_____.00 ("Deposit"), which represent fifty percent (50%) of the total Project Fee of US\$_____.00, for the project that is the subject of this Agreement (the "Project Fee"). The Deposit is non-refundable and is due IN FULL prior to commencing services. This Agreement shall commence on the date that the Agreement is signed and the Deposit is received by Designer ("Effective Date").
2. Services	Upon receipt of the Project Fee, Designer shall perform services for the Project as set forth in the Statement of Work ("SOW").
3. Revisions	On completion of the Design Plan, Designer will present the Design Plan to Client. Designer will incorporate any comments that Client has in a revised Design Plan within seven (7) days of the date of that meeting and submit the revised Design Plan to Client for final approval. This process can be repeated a maximum of two (2) times. Additional revisions to the Design Plan or time spent sourcing and obtaining individual substitutions of hardware (e.g. drawer pulls), fixtures, furnishings, etc., shall be billed at Designer's Standard Hourly Rate as set forth in the Payment section.
4. Third-party Services	Subject to Section 10 below, Designer will consult with and recommend prospective contractors necessary for fabrication and installation. Unless otherwise agreed in writing, Designer's Services do not include: 1) selection, management, supervision or any other obligation with respect to contractors, 2) landscape design or 3) architecture.
5. Expenses	The total cost for the Design shall be the Project Fee, plus any out of pocket expenses that may have been agreed with Client in writing in advance.
6. Purchasing	For Services performed in connection with Purchasing materials on Client's behalf, Designer shall be paid at the Standard Hourly Rate. Upon Client's written approval of the Design Plan, Designer will source, select and/or order special-order or "commissioned exclusively for Client" items ("Custom items"), and purchase items of tile, lighting fixtures, plumbing trim & fixtures, appliances, hardware, fabrics, movable furniture, furnishings, decorative millwork, cabinetry and built-ins, decorative lighting fixtures, decorative hardware, and accessories ("Materials").

7. Purchasing Deposit	Prior to purchasing any Materials on behalf of Client, Client shall deposit with Designer sufficient funds to obtain Materials and Designer is under no obligation to purchase Materials unless and until such deposit is received. Cancellations, if available from the manufacturer or vendor, will be assessed on a per-item basis; Custom items cannot be canceled or returned.
8. Exclusivity/ Non-Circumvention	Client agrees that all Materials shall be procured exclusively through Designer, through Designer's account, or through Designer's representative. The description and price of all proposed Materials is set forth in the Design Plan and is deemed accepted. Once an item is ordered, there are no substitutions, returns or refunds. Client is responsible for and shall pay all delivery and storage charges and all applicable sales tax as set forth in the applicable invoice. In the event that Client circumvents Designer in the procurement of Materials, Designer may immediately, upon notice to Client, suspend providing services or terminate this Agreement, pending payment of any fees that would have been due and payable to Designer for such Materials. Designer's invoice shall be deemed to be "proof of purchase" for items listed therein.
9. Contractors	If the Project requires contractors to perform work based on Designer's concepts not otherwise included in the Services (e.g. third-party contractor services), Client shall remain responsible for all compensation and insurance related to contractors' services. Designer shall notify Client if any contractor's services do not meet the plans or specifications set forth in the Design Plan, but Designer shall not have any obligation to monitor or supervise construction or other tradesperson services such as lighting consultants, landscape architects, architects, and others. If plans or renderings are required, Designer shall hire a qualified third party vendor to complete such services. All fees for such services shall be at that contractor's customary rates and in addition to any fees or charges due to Designer.
10. Payment	<p>Designer shall be compensated according to the terms set forth in this section and as set forth in any Proposal attached hereto, or as mutually agreed upon by the parties from time to time.</p> <p>A. Standard Compensation</p> <p>Client shall pay Designer at the rate of One Hundred Fifty Dollars (US\$150.00) per hour ("Standard Hourly Rate"). Associates shall be billed at the rate of Seventy Five Dollars (US\$75.00) per hour ("Associate's Hourly Rate") and assistants shall be billed at the rate of Fifty Dollars (US\$50.00) per hour ("Assistant's Hourly Rate"). Designer shall charge the Standard Hourly Rate for the performance of any and all Services under this Agreement.</p> <p>B. Invoices</p> <p>Designer shall submit [periodic, e.g., monthly/bi-monthly] invoices to Client which describe the Services performed, the time expended and all reimbursable expenses incurred on behalf of Client. Client shall pay Designer within seven (7) days of receipt</p>

of Consultant's invoice. Designer may suspend performance of Services if Client fails to pay any invoice when due. Client shall be liable for all costs, fees and expenses (including attorneys' fees) incurred by Designer to collect any amount due. If, after fifteen (15) days, Client fails to pay any outstanding invoice in full, Designer shall be entitled interest in an amount equal to 1.5% per month (i.e., 18% per annum) of the outstanding balance until such invoice amount is paid in full.

C. Reimbursable Expenses.

Client agrees to reimburse Designer for all actual, out-of-pocket expenses incurred by Designer in relation to the Project, including but not limited to costs to obtain samples, drawings, drafting services, parking, postage and handling, freight, delivery and storage costs. Client shall approve in advance and reimburse Designer for all reasonable travel, lodging, and meal expenses incurred by Designer and Designer's staff (where necessary) in connection with the Project.

11. Transportation and Storage

Complete Custom orders and approved items including antiques, will be sent to appropriate storage facilities until the scheduled installation. All packing, warehouse, long distance trucking, and in-town delivery charges will be billed regularly to Client at cost.

12. Insurance

Client shall procure insurance against loss or damage for transport or storage of all Materials until delivery at Client's premises or other designated destination. Client shall have exclusive responsibility for risk of loss or damage. Client remains solely responsible for insuring its personal property.

13. Proprietary Rights

A. Proposals

Client acknowledges that Designer's proposed specifications including the Design Plan may include written materials or documentation that describe, support, or engender concepts, ideas, instructions, samples, related materials or documentation, photographs, drawings, schematics and copies of the foregoing, all of which may be subject to copyright, patent, trademark, right(s) of publicity and/or attribution rights (collectively, "Proprietary Rights"). Designer hereby reserves all right, title and interest in and to such Proprietary Rights, whether registered or registerable, patented or patentable. Client agrees to not challenge the validity or enforceability of Designer's Proprietary Rights. All Proposals and, if applicable, SOWs are proprietary and exclusive to Designer, and Client shall not copy, distribute, or make Proposals available to any third party without Designer's express written permission. Under no circumstances shall Client alter or remove, efface or obscure any trademarks, labels or other proprietary notices, except with Designer's express written permission. Client shall have the unlimited right to the quiet use and enjoyment of the results and proceeds of the Design Plan in the Project and any Proprietary Rights embodied therein upon completion of the Project by Designer.

B. 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.

C. Photographs

Client recognizes that Designer may need to document the services and work performed relating to this Project. Client agrees to allow Designer to photograph the Project during all stages, including after project completion, and use the photographs or any part thereof in connection with any marketing, promotional and/or advertising campaigns of Designer. Photographs will be used for business purposes and will not disclose Client's name without prior consent.

D. Marketing

Client hereby grants Designer permission to include Client's name and description of the Project in any marketing, promotional and/or advertising campaigns.

14. Warranties

Designer shall comply with all local laws, ordinances and rules or any other applicable law that may impact Designer's performance of its obligations under this Agreement. Client shall provide Designer with access to the Project and all information needed to complete the Project.

15. Disclaimers & Limitations of Liability

Designer shall not be responsible for ensuring that any contractor, including any architect, is duly-licensed, or liable for any act or omission of any third-party contractor or manufacturer including mistakes, delays, or incomplete orders.

Designer makes no representations, and expressly disclaims all responsibilities, about the suitability, for any purpose, of the Services. Services are provided "as is" without expressed or implied warranty of any kind. Designer disclaims all warranties with regard to the Services including all implied warranties of merchantability and fitness for a particular purpose.

In no event shall either party be liable for any consequential, special, punitive, exemplary, or indirect damages, including but not limited to any damages for anticipated profits, loss of revenue, economic loss, cost of procurement of substitute goods or services, loss of use of Materials, or interruption of business or personal affairs, arising in any way out of this Agreement, under any theory of liability in contract, tort, or otherwise. In no event shall the total liability of a party for any causes of action arising out of this Agreement exceed the sums paid to Designer as compensation hereunder. The foregoing right to monetary damages shall be in lieu of any other remedies which a party may have against the other.

Client agrees to indemnify, defend and hold the Designer harmless to the fullest extent permitted by law from and against any third-party claims, losses, liabilities, damages, costs and expenses (including reasonable attorneys' fees) relating to or arising out of the negligence, failure and/or acts or omissions on the part of Client or any architect, vendor, supplier, contractor or agent hired or retained by Client.

16. Permits	Client is responsible for obtaining any and all necessary permits, licenses, waivers, or approvals required by any governmental agency, homeowner's association or condominium association.
17. Termination	Designer and Client may terminate this Agreement immediately upon notice to for any reason or no reason. Upon termination, Designer shall cease performing Services and Client shall pay any outstanding invoices and amounts due for reimbursable expenses. All in-process orders for Materials shall be delivered to Client, subject to Client's payment of any balance which may be due on such Merchandise.
18. Force Majeure	If the occurrence of any event beyond the reasonable control of a party makes performance impossible, contrary to law, or commercially unreasonable, such party shall be temporarily excused from performing its obligations under this Agreement for the duration of the event and the excused party shall resume performance of its obligations with due diligence after the expiration of such event. The parties will use their best efforts to overcome the cause and effect of any such suspension.
19. Miscellaneous	<p data-bbox="487 949 756 974">A. Non-Disparagement</p> <p data-bbox="487 982 1442 1121">Each Party agrees that neither it, nor its directors, officers, shareholders, employees, or agents shall say, write, or cause to be said or written, any statement that is defamatory, derogatory or disparaging of the other party, whether in print, electronically, on any public or social platform.</p> <p data-bbox="487 1157 699 1182">B. Attorneys' Fees</p> <p data-bbox="487 1190 1456 1367">Client shall be responsible for all reasonable costs, fees, and expenses incurred by Designer to collect any amount due under this Agreement or otherwise enforce any of its rights arising out of this Agreement. The parties agree that any judgment or order entered will contain a specific provision providing for the recovery of attorneys' fees and costs incurred in enforcing the judgment.</p> <p data-bbox="487 1402 824 1428">C. Relationship of the Parties</p> <p data-bbox="487 1436 1442 1537">Notwithstanding any provision hereof, for all purposes of this Agreement each party shall be and act as an independent contractor and not as partner, joint venturer, or agent of the other and shall not bind nor attempt to bind the other to any contract.</p> <p data-bbox="487 1572 727 1598">D. Entire Agreement</p> <p data-bbox="487 1606 1414 1745">This Agreement and the attachments hereto set forth the entire understanding between the parties and supersedes all previous agreements, arrangements, and understandings between the parties, whether verbal or written, and may not be amended except in writing and signed by both parties.</p> <p data-bbox="487 1780 824 1806">F. Governing Law and Venue</p> <p data-bbox="487 1814 1406 1917">All disputes arising from this Agreement shall be resolved by binding private arbitration with each party to bear its own fees and costs. This Agreement will be construed and enforced in accordance with, and all questions concerning the</p>

construction, validity, interpretation and performance of this Agreement will be governed by the laws of the State of [STATE] without giving effect to provisions regarding conflict of laws. Each of the parties irrevocably submits to the exclusive jurisdiction of any state or federal court sitting in the County of [COUNTY], State of [STATE] in any action or proceeding arising out of or relating to this Agreement and irrevocably agrees, on behalf of itself/himself/herself and on behalf of its/his/her successors and assigns, that all claims in respect of such action or proceeding may be heard and determined in any such court and irrevocably waives any objection such person may now or hereafter have as to the venue of any such suit, action or proceeding brought in such a court or that such a court is an inconvenient forum.

G. Signatures; Counterparts

An electronic signature shall serve as an original signature. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which shall, when taken together, constitute a single document.

H. Enjoy!

Designs by [COMPANY], LLC strives for the most comfortable, enjoyable, and transparent design experience possible. We require open communication and honest feedback.

I. FAQs & Policies

Agreement

Design Services Agreement For _____, Dated _____.

Accepted and agreed as of the date first above written.

For: _____

[Company] Interiors ("Designer")

By: _____

Company

And

For: _____

Client

By: _____

Signature

Address

Address

For

Dated

1. Project Information

2. Timeline

3. Design Areas

4. Budget/Payment

5. Design Services