



Welcome!

We are honored to be working with you on your upcoming home project. Here at Del Sur Designs, we believe that what separates house from home is in a space's ability to resonate with your lifestyle and needs. We've taken diligent notes during our consult and spent time after translating the thoughts you shared into some initial ideas.

Throughout this document, we will share more about our work and values and how they inform our design process. We are thrilled to share these first concepts with you and hope that they leave you feeling inspired and confident in moving forward together.



Next steps...

Sign Contract

Attached to this email, you will find a contract that includes our proposed fees based on the scope we discussed. It will outline, in detail, our plans for your space and how we will transform it into your ideal home. If you have any questions about our initial concepts or estimation of the project scope, please feel free to reach out so that we can discuss.

Pay Retainer

Once this contract is approved and signed, you will be sent an invoice for your first retainer payment. The amount of this invoice will be for 50% of the total estimated design fees for your project. More detail regarding this fee can be found in your welcome packet and in this contract document. Payment of this retainer will initiate our working relationship.

Design Homework

Once we received your contract and retainer, we will send over your design homework. This questionnaire will help us learn more about you or home and how you engage with the daily. We are looking forward to spending more time together in the future, but this digital format gives you the ability to work at your own pace and answer each question thoroughly.



Allen and Susan Brubaker

February 10, 2022

This contract confirms our agreement concerning the interior design services to be rendered by our firm with respect to the following areas of your residence, located at:

5725 Bloch Sreet
San Diego, CA 92122

Per our consultation discussion, the Design Schedule for your residence should be for the following areas:

<p>Room: Kitchen</p> <ul style="list-style-type: none"> <input checked="" type="checkbox"/> Develop Room Functionality Plan / Determine Purpose <input checked="" type="checkbox"/> Design Style Development <input checked="" type="checkbox"/> Floor Plans / Layouts / Renderings <input checked="" type="checkbox"/> Cabinetry/ Custom Furniture Rendering <ul style="list-style-type: none"> • new lower cabinets w/ larger island layout <input checked="" type="checkbox"/> Furniture/ Material Selection <ul style="list-style-type: none"> • Incorporate existing upper cabinets, consider style to compliment bar nook • new counters, backsplash, dishwasher, oven/range, counter stools 	<ul style="list-style-type: none"> <input checked="" type="checkbox"/> Wall Treatment Specification/ Selection <ul style="list-style-type: none"> • paint palette for walls and cabinets <input checked="" type="checkbox"/> Flooring Specification/ Selection <ul style="list-style-type: none"> • new flooring to continue material throughout home <input checked="" type="checkbox"/> Lighting Specification/ Selection <ul style="list-style-type: none"> • add LED uplight and cabinetry lighting <input checked="" type="checkbox"/> Window Treatment Specification/ Selection <ul style="list-style-type: none"> • for kitchen and dinette <input checked="" type="checkbox"/> K & B Plumbing Specification <ul style="list-style-type: none"> • keep existing locations <input type="checkbox"/> Other _____
---	---

Room: Great Room

Develop Room Functionality Plan / Determine Purpose

Design Style Development

Floor Plans / Layouts / Renderings

Cabinetry/ Custom Furniture Rendering

- Media center built-in for inset space

Furniture/ Material Selection

- Incorporate existing, rug, ottoman, side tables, and lounge seat.
- Select new sofa, art and decor, and textiles, new tile surround for fireplace

Wall Treatment Specification/ Selection

- paint palette

Flooring Specification/ Selection

- new flooring to continue material throughout home

Lighting Specification/ Selection

- add LED uplight and cabinetry lighting

Window Treatment Specification/ Selection

- new draperies and rod hardware selections

K & B Plumbing Specification

Other

Room: Entry and Dining

Develop Room Functionality Plan / Determine Purpose

Design Style Development

Floor Plans / Layouts / Renderings

Cabinetry/ Custom Furniture Rendering

- _____

Furniture/ Material Selection

- Incorporate existing furniture, accenting with new wall color, and arranging clients' collectables

Wall Treatment Specification/ Selection

- new paint, specify walls

Flooring Specification/ Selection

- new flooring to continue material throughout home

Lighting Specification/ Selection

Window Treatment Specification/ Selection

K & B Plumbing Specification

Other

- _____

Payment Terms

Initial

For our design services described above, you agree to compensate us based on the following pay schedule:

First payment due to initiate contract: \$x,000.00-\$450.00= \$x,000.00

Second payment divided into 3 monthly installment payments, billed starting the first Tuesday of the month after design presentation:

\$x,000.00

Total Design Fee: \$x,000.00

All invoices rendered by us are payable net 7days upon receipt of invoice, unless otherwise noted.

Designer will provide one design complete plan per room. Client may request one round of revisions per room after the design presentation.

If client requests additional designs to be presented beyond the options presented; any additional work will be charged at the hourly rate of \$0 per hour.

Receiving, Storage, and Installation Charges

Initial

Shipping, receiving, and installation charges are separate from our design fee. We charge a 10% fee on all furniture and decor invoices for the Shipping and Receiving of material goods. On the day(s) of installation, you will be charged a separate flat daily rate to cover the cost of this service.

Our Firm contracts with a professional Furniture Receiving & Delivery Company to:

- inspect all shipments
- collect and store clients' items
- provide white glove delivery and installation, and removal of all debris

***Please refer to our client welcome packet for complete information regarding R, S & I charges.**

Description of Project Process

PHASE I - DESIGN CONCEPT SERVICES

On the basis of existing plans, or measurements to be taken or confirmed by us, we will, as and where we deem it appropriate, perform the following:

- A. Conduct an initial design study of existing conditions.
- B. Discuss with you your design preferences for each of the Project's areas.
- C. Prepare drawings and other materials to generally illustrate our suggested design concepts including color schemes, interior finishes, wall coverings, floor coverings, ceiling treatments and window treatments.
- D. Prepare schematic plans for recommended cabinet work, decorative built-ins and decorative details.
- E. Prepare layout plans specifying locations for movable furniture and furnishings.

PHASE II - SPECIFICATION OF DECORATIVE MERCHANDISE AND PURCHASING ARRANGEMENTS

In this phase of the Project, we will, as and where we deem it appropriate, perform the following:

- 1. Shop for, select and/or specially design items of furniture, furnishings, decorative light fixtures, decorative hardware, decorative fixtures, appliances, decorative accessories and the like (including related third-party services in their fabrication and installation) such as wall covering installation, decorative painting, window treatments, etc. ("Merchandise").
- 2. Merchandise to be purchased by you from us, will be specified in a written "Proposal" prepared by us and submitted in each instance to you for your approval. Each Proposal will describe the item and its Specified Price to you (F.O.B. point of origin). The Specified Price of each item shall be our cost for the item plus any applicable delivery, insurance, handling charges and sales tax. No item can be ordered by us until the Proposal has been approved by you, in writing, and returned to us with our required payment as set forth in the Proposal. Any balances of the Specified Price, together with delivery and insurance charges and applicable taxes, is payable before the item is ready for delivery and/or installation at your premises, or to a third-party for further work upon rendition of our invoice. Proposals for fabrics, wallpaper, accessories, antiques and items purchased at retail stores require full payment at time of signed Proposal. Proposals that have been approved by you in writing are non-cancelable unless stated otherwise or agreed to in writing by us.

PHASE III - PROJECT ADMINISTRATION SERVICES

If the nature of the Project requires the engagement of any contractor to perform work based upon our concepts, drawings or specifications ("Project Documents"), you will enter into contracts directly with

the concerned contractor and provide us with copies of the contracts and of all contractors' invoices to you.. During the course of the Project, we will visit your residence from time to time to see whether the contractor's work is proceeding in general conformity with our Project Documents. We cannot, however, be responsible for the performance of any contractor's work. Time expended by us for all Project Administration services, including but not limited to, consulting with any other design professional regarding the Project and coordinating our design services with theirs, is included in the cost of the design fee above.

TERMINATION

In the event this project should terminate for any reason, we will invoice for services completed to the date of written termination.

- This Agreement may be terminated by either you or us upon the other party's default in performance, provided that termination may not be effected unless written notice specifying the nature and extent of default is given to the concerned party and such party fails to cure such default in performance within twenty (20) days from the date of receipt of such notice. Termination shall be without prejudice to any and all other rights and remedies, and you shall remain liable for all outstanding obligations owed by you to us.
- You may, upon ten (10) days written prior notice to us, terminate this Agreement without cause. In the event of such termination, (i) you shall remain liable for all outstanding obligations owed to us and to third parties for services and/or Merchandise then on order as of the termination date; and (ii) you shall have the right to use our Project Documents provided:
 - (a) We are (i) reimbursed for all out-of-pocket expenses incurred by us in connection with your Project and (ii) compensated for all services performed by us up to and including the date of termination, irrespective of the attached Payment Schedule (hereinafter (i) and (ii) together will be "Accrued Costs")
 - (b) You agree to indemnify and hold us free and harmless from and against any and all costs, claims or expenses, including reasonable attorneys' fees and related costs, arising out of or relating in any manner to your subsequent use of the Project Documents.
 - (c) You release us from any further obligations we may have to you.
 - (d) You will not permit any other person, firm or entity to claim design credit for any work prepared by us prior to the date of termination.

OTHER MATTERS

- All invoices rendered by us are payable upon seven days of receipt of invoice.
- Our fees are subject to applicable sales tax.
- Our Project Documents are conceptual in nature and intended to set forth design intent only and are not to be used for architectural, engineering or construction purposes. We do not perform engineering services. If the service of any other design professional is required, such professional will be engaged by you directly.
- Should the nature of our Project Documents require the services of other design professionals, such professional shall be engaged directly by you pursuant to separate Agreement as may be mutually acceptable to you and such other design professional. Our time expended in meeting with such other design professionals and coordinating our design services and theirs, shall be billed to you at the hourly rates set forth above.
- Our services shall not include undertaking any responsibility for the design or modification of the design of any structural, heating, air conditioning, plumbing, electrical, ventilation, audio, video or other mechanical systems installed or to be installed at the Project site.
- As we require a permanent record of our design projects, you will permit us or our representatives to photograph the premises after completion and we will be entitled to use such photographs for our business purposes including publication. If any photographs are published by us, we shall not identify your name and address in any such publication.
- The Project Documents prepared by our firm remain our exclusive property at all times. Except as otherwise provided for in this Agreement, Project Documents may not be used by you on any other project, or for the completion of this Project by you or any other firm unless we are determined to be in default of this Agreement.
- In light of the many contingencies that effect design projects, we do not make any representations that actual prices for Merchandise, and other costs of services or labor, will not vary from any budgets that you propose, establish or approve. Accordingly actual Project costs may vary from any such budgets.
- You shall have the benefit of all guarantees and warranties possessed by us against suppliers and manufacturers, but only to the extent transferrable. We make no warranties, however, for the goods or services we propose, design or provide over and above the manufacturer's or supplier's warranties. In particular, we cannot guarantee any fabric, material or article against fading, wearing or latent defects over and above the manufacturer's warranty.
- Should you require documentation of authenticity for antiques purchased through us, we will assist you in obtaining such documentation to the extent that we are reasonably able to do so.

We cannot, however, be responsible for the accuracy of such documentation, and with respect to the purchase of antiques, artwork, and the like, we do not make any representation or warranty regarding the genuineness, attribution, provenance, authenticity, age or condition of such purchases.

- You will provide us with access to the Project site and all information we may need to complete the Project. It is your responsibility to obtain all approvals required by any governmental agency or otherwise in connection with this Project.
- To the fullest extent permitted by law, our liability to you (and to those who may claim through or under you) in regard to any losses, claims or liabilities arising out of or relating to this Agreement and/or the services we perform for you or on your behalf shall not, for any reason, exceed the greater of (i) any available proceeds from insurance maintained by us (if any); or (ii) the total amount of fees actually paid by you to us under this Agreement. We are not responsible for any consequential damages; nor are we responsible for any loss, damage or delay that is caused by any reason beyond our reasonable control. In addition, by entering into this Agreement, you agree that we shall not be held liable under any contract that you may have with any other person or entity, including but not limited to any contracts that you may have with any vendor, supplier, contractor or other design professional (even if we recommended such person or entity to you).
- In addition to any and all other rights that we may have, should you fail to make any payment due to us in accordance with this Agreement, we shall have the right to withhold delivery of any item of Merchandise and/or suspend performance of any service required to be performed by us under this Agreement.
- The laws of the State of California shall govern this Agreement.
 - Any controversy, claim or dispute arising out of or relating to this Agreement, or the breach thereof, shall be decided by arbitration only in the city of San Diego, in the State of California, in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association then in effect, and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.
 - Any provision of this Agreement held to be invalid, illegal or unenforceable under any applicable law shall be deemed stricken, and unless this Agreement is terminated as provided for in this Agreement, all remaining provisions of this Agreement shall continue to be valid and binding upon both of us.
 - All rights and obligations, which are, by their nature, continuing (including but not limited to indemnification obligations, payment obligations, our right to withhold merchandise in the event of your non-payment, and our right to use photographs of the Project) shall survive termination or expiration of this Agreement.
 - Our failure or delay at any time to exercise any right under any provision of this Agreement shall not limit or operate as a waiver of such right; nor shall our waiver of

any breach of this Agreement operate as a waiver of any subsequent breach of the same or any other provision of this Agreement.

- This Agreement (or any amendment to this Agreement) may be executed in two or more counterparts, each of which will be an original and all of which together will constitute one and the same document. Signed counterparts of this Agreement may be exchanged electronically.
- This letter is a complete statement of our understanding. No other representations or agreements have been made other than those contained in this letter. This Agreement can be modified only in writing signed by both parties of this Agreement.

Allen and Susy,

If the terms outlined above meet with your approval, please confirm the foregoing by initialing, signing and returning to us a copy of this letter, **either in person or electronically.**

Initial

Once we have received your approval of this letter, we will send you an invoice for our retainer for the first half of the Design Fee, in the sum of X Thousand, X Hundred Dollars (\$x,000.00). This non-refundable retainer fee will be credited toward the total Design Fee. Payment of this retainer along with your signature will initiate this contract.

Formalities aside, I would like to thank you for your time and for the confidence you have placed in this firm. At Del Sur Designs, we believe that the development of new home designs should be a fun and creative experience with an end result that your family will enjoy for years to come. We look forward to working together on this venture!

All the best,



Heather Ault
Principal Designer/ Owner
Del Sur Designs

X _____

Signature

Date