



SERVICE AGREEMENT (Rev 4/2022)

THIS AGREEMENT is between the purchaser and Vickie Pryor, the Interior Design Consultant and sole proprietor of Creative Points of You, Interior Design. Creative Points of You shall provide services in a reasonable and professional manner utilizing design expertise and project management experience to achieve customer satisfaction. The Interior Design Consultant shall, depending on project requirements, provide some or all of the following services for the Client:

SERVICES

1. CONSULT PHASE

- Clarify what desired room function and transformation looks like
- View space to look for challenges and opportunities
- Discuss what will be kept, updated or purchased
- Assess style, budget and timeframe.
- Brainstorm design ideas and color options.
- Define project scope and provide overview of planning and implementation.

2. PLANNING PHASE

- Measure room, windows, ceiling height and furnishings as needed
- Select major product options and provide illustrations of items required to transform room (such as window treatment, rugs, art, furnishings)
- Provide samples for new fabric, paint and color options
- Provide source and cost estimate list for all products (project worksheet)
- Develop proposed floor-plan diagrams if needed.
- Identify contractor (third party) requirements.
- Define scope of implementation phase.

3. IMPLEMENTATION PHASE

- Finalize and shop for product choices.
- Assist with product ordering and delivery processing.
- Initiate updates to insure service objectives are achieved
- Assist in facilitating installations
- “Style” room (appropriate placement of design elements)
- The Design Consultant shall not be responsible for supply chain/shipping issues, or personally performing cleaning, heavy lifting or assembly activities.
- Unless pre-arranged to accommodate client schedule, Mon-Fri (except holidays) the hours of 8:30am and 7:30pm are generally available for all project related phone calls or text messages.

FEES/PAYMENT

2.1 Design Fees are outlined on the website "Fee" page.

The Flat Fee is a discounted pre-paid package based on project complexity. An agreement shall be reached to include a list of deliverables and a start/completion date based on a good faith estimate. Summary of this agreement and modifications (if needed) shall be outlined in the invoice pre-payable by the client. If unforeseen delays such as lack of access to premises, scope changes, decision making, resources, etc; result in a need for Design Consultant to perform beyond the completion date, the "flat fee" shall be amended commensurate with the delay. Once the agreed timeline is reached, additional requests/communications (texts, email and phone calls, etc) shall be considered new or extended services pre-payable by the client.

2.2 Design Consultant fees do not include costs for materials, products and contractors required to complete the project including permits, shipping, assembly, and restocking fees. If the nature of the project requires contractors (i.e.; painters, installers, handy-persons) the client with the guidance of the Design Consultant shall develop agreement directly with the chosen third party professionals. The Design Consultant shall upon request provide referrals; however, the Design Consultant will not assume liability due to quality of items or services. Should it become necessary, the Design Consultant may advocate for problem resolution.

2.3 No item shall be ordered by the Design Consultant until the product purchase has been approved by the client unless other arrangements have been agreed upon. When client makes purchases, they can maintain their product/service receipts to track/manage their spending as needed. When designer makes purchases on clients behalf, advances will be obtained and regular tracking/reporting on spending will be provided to client. The Design Consultant shall provide product recommendations without assuming liability due to quality of items or services purchased by the Client. Should it become necessary, the Design Consultant may advocate for problem resolution.

TERMS AND TERMINATION

3.1 This Agreement shall be effective on the date of service purchase and shall continue until project completion. A client may terminate service at anytime, however once work for any pre -paid services has begun, that payment is non-refundable.

3.2 Neither Party shall disclose any information of the other which comes into their possession under or in relation to this Agreement and which is of a confidential nature.

3.3 Neither Party shall be liable for failure to perform any obligation under this Agreement if the failure is caused by any circumstances beyond its reasonable control, including but not limited to acts of god, war, or industrial dispute.

3.4 It is necessary for the Design Consultant to record project progress and completion for business marketing purposes. No personal information such as names and addresses shall be utilized without permission. If the Client documents the project, the Design Consultant shall be given appropriate credit as the Interior Design Consultant.