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Residential Interior Design Services Agreement*

This AGREEMENT is made this	day of	in the year	_2024
BETWEEN THE CLIENT			
NAME:			
ADDRESS:			
CELL#:			
EMAIL:			
Debra Grant and design staff of:			
Show To Sell, LLC 25 Sylvan Road South, Suite E Westport, CT 06880			
The CLIENT and SHOW TO SELL ,	LLC agree as fo	llows:	
The Project pertains to the following	g areas within the	e Client's residence noted abo	ve:
Selections and approval of the follow each room)	wing (please elab	orate what you would like hel	p with for
Foyer			
_ Family Room			

*Contract adapted from the American Society of Interior Designers Document 10121 - Updated 06/24/2011



Living Room		
Dining Room		
_ Powder Room		
Kitchen		
Home Office		



Sunroom		
Primary Bedroom		
Primary Bath		
Bedroom #2		
_ Bedroom #3		
Bedroom #4		



Hall Bath		
Bath #1		
Bath #2		
Bath#3		
_Bath#4		
Recreation Room		
_ Basement		
Adjacent public space		



Other In-Law Bedroom
Other In-Law living area
_ Other Home Office
PLEASE ADD SPACES AS NEEDED. A SEPARATE ADDENDUM IS ACCEPTABLE.

INTERIOR DESIGN SERVICES

I. Design Concept Services

A. FULL SERVICE INTERIOR DESIGN

- A. In this phase of the Project, SHOW TO SELL, LLC shall, as and where appropriate, perform the following:
 - 1. Determine Client's design preferences and requirements.

- 2. Conduct an initial design study.
- 3. Provide tear sheets and other materials, samples when available, to generally show the suggested interior design concepts, to include furnishings, fabric, color palettes, interior finishes, wall coverings, floor



coverings, ceiling treatments, lighting treatments, and window treatments.

B. Prior to commencing Design Concept Services, SHOW TO SELL, LLC shall receive an Initial Consultation Design Fee of \$250.00. This Design Fee is payable upon signing this Agreement and is in addition to all other compensation payable to SHOW TO SELL, LLC under this Agreement. Fee payable in installments each for outlined work order. Any additional spaces or rooms to be designed will incur additional fees and will be discussed prior to any additional service.

II. Interior Specifications and Purchasing Services

- A. SHOW TO SELL, LLC will, as and where appropriate:
 - 1. Select and / or specially design Custom Interior Installations and all required items of movable furniture, furnishings, light fixtures, hardware, fixtures, accessories and the like (a.k.a. Merchandise).
 - 2. Prepare Emails and submit for Client's approval (Purchase Orders for the purchase of Merchandise. Tear sheets or actual purchase receipts. We suggest setting up a dedicated credit card for most purchases so that we can bill you directly for any purchases made when feasible. Some vendors we use will only bill our company credit card. In this case we will invoice you directly and request payment via wire transfer or check. We do not accept credit cards.
- B. SHOW TO SELL, LLC may, at times, request Client to engage others to provide Interior Installations, pursuant to the arrangements set forth in the Project Review and Project Management services described in this Agreement.
- C. Merchandise to be purchased though SHOW TO SELL, LLC will be specified in a written Email/Purchase Order (PO) prepared by SHOW TO SELL, LLC and

submitted in each instance for the Client's written approval. Each Email, will identify the item, its price, applicable sales tax, and freight cost to the Client. The price of each item to the Client shall be the retail price, we do not mark up purchases as most designers do. If installation is required, an estimate for such services will be completed upon request.





- D. No item will be ordered by SHOW TO SELL, LLC until the Email Purchase Order has been approved by the Client, in writing, and returned to SHOW TO SELL, LLC with the required payment equal to 100% (one hundred percent) of the retail price.
- E. Should the merchandise require a Receiving and Delivery (R&D) Company (e.g. large furniture), the freight cost on the Invoice will be from the vendor to the R&D Company. The R&D Company will schedule delivery of the Merchandise directly with the Client. The Client is responsible to pay the R&D Company directly upon receipt of the Merchandise. We are set up with Buck's R&D should this be necessary.
- F. The R&D Company will inspect all Merchandise. Should the Merchandise arrive damaged to the R&D Company, the R&D Company will contact SHOW TO SELL, LLC SHOW TO SELL, LLC will contact the client to inform the Client and schedule replacement Merchandise to be sent. The Client will not be responsible to pay any additional freight costs.
- G. **CLIENT** shall inspect all merchandise upon delivery and advise the R&D Company of any damage or non-conformity in writing at the time. SHOW TO SELL, LLC reserves the right to fix or replace any damaged piece at no additional cost to the Client.
- H. Should Merchandise be sent directly to the Client, the Client will have 24 hours to inspect. The Client should not accept any Merchandise that has damaged packaging unless it is opened and inspected upon delivery. Should Merchandise be delivered damaged, Client will call or email SHOW TO SELL, LLC. A picture of the damaged Merchandise is required. SHOW TO SELL, LLC will order a replacement for the damaged Merchandise. The Client will not be responsible for paying any additional freight costs.
- I. Should the client return any Merchandise purchased through SHOW TO SELL,

LLC, Inc. for reasons other than damage, the client will receive a 50% refund of the retail price. A restocking fee equal to 25% of the retail price is required plus the cost of freight to return the item to the vendor. All returns should occur in the original packaging, and all merchandise must be unused and





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undamaged. Should the original packaging not be suitable or available to return the Merchandise, the Client will incur the cost to adequately ship the Merchandise without being damaged. This is a fee charged by the various companies, however most vendors WILL NOT take returns at all especially custom orders. CLIENT IS RESPONSIBLE FOR SETTING UP RETURNS THAT HAVE BEEN PURCHASED ON THEIR CREDIT CARD. SHOW TO SELL, LLC WILL NOT ARRANGE RETURNS UNLESS AS NOTED ABOVE.

J. **Custom merchandise is non-refundable**. All sales of custom merchandise are final.

PROJECT MANAGEMENT

- I. If the nature of the Project requires engagement by Client of any contractors to perform work based upon SHOW TO SELL, LLC concepts, drawings or interior design specifications, Client will enter into contracts directly with the concerned contractor.
- II. SHOW TO SELL, LLC will, as and where appropriate, provide referral to licensed and insured contractors and installers, meet with all contractors and installers for estimate purposes, and review the contractors' and installers' work to determine whether the work is proceeding in general conformity with SHOW TO SELL, LLC concepts. Constant observation of contractors' work at the Project site is a part of SHOW TO SELL, LLC duties until the home is occupied. SHOW TO SELL, LLC is not responsible for the performance, quality, timely completion or delivery of any work, materials or equipment furnished by contractors or pursuant to direct contracts with the Client.
- III. Window treatment and art installers require a representative from SHOW TO SELL, LLC remain present at the Project site for the entire time involved to complete the installation.



I. PLAN A

A.	For all Full Service Interior Design Services provided by SHOW TO SELL, LLC pursuant to this Agreement, SHOW TO SELL, LLC shall be compensated by the hourly Fee of 250.00 (two hundred fifty dollars).
B.	Based on the discussions at the initial meeting, the estimate to complete the project ishours, not to exceedhours. * includes on site trips/travel,emails,phone calls,texts,sourcing.
Client	s' Initials
C.	Should the Client alter the project or require more than two revisions to individual specifications or require additional services above and beyond the scope of work covered in this Agreement, the hour estimate will be amended.
Client	s' Initials

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D. The Client pursuant to this Agreement for Full Service Interior Design will purchase Merchandise to complete the design prepared by SHOW TO SELL, LLC via SHOW TO SELL, LLC Should the Client make purchases independent of SHOW TO SELL, LLC, the hourly fee will be amended to the Consultation Services fee noted below. This includes all hours worked on the project, past, present, and future.

Clients' Initials _____

E. Hourly and project management charges will be invoiced to Client monthly and are payable within 10 (ten) days of invoice date. Invoices are generally sent to Client on the first of each month.

F. If any amount is not paid when due, SHOW TO SELL, LLC may suspend all work until payment is received and shall have the right to request advance payment before resuming services.

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PLAN B



- A. For all Full Service Interior Design Services provided by SHOW TO SELL, LLC pursuant to this Agreement, SHOW TO SELL, LLC shall be compensated by a fixed fee. A specific sum to cover costs, exclusive of reimbursement for expenses.
- B. Based on the discussions at the initial meeting, the **estimated** fixed fee to complete the project is noted below. This fee is based on the number of hours estimated to complete the project as noted under Compensation Plan A. This fee is payable in monthly installments from the initiation of services. The installments are payable within 10 (ten) days of the invoice date. Invoices are generally sent to Client on the first of each month.

	Fixed Fee	excluding expenses and purchases.
	Clients' Initials	
C.	specifications or require addition	t or require more than two revisions to individual all services above and beyond the scope of work hour estimate or fixed fee will be amended.
D.		ment for Full Service Interior Design/Renovation mplete the design prepared by SHOW TO SELL,
	Clients' Initials	

C. CONSULTATION SERVICES

I. An Hourly Compensation Fee of \$250.00 (two hundred fifty dollars) is payable at the time of service or due upon receipt of the invoice.



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II. Consultation Services are defined as generation of design ideas, recommendations, or design plan and/or any aspect of Design Concept Services detailed under Full Service Interior Design Services and, in general, devoid of Interior Specifications and Purchasing Services and Project Management detailed under Full Service Interior Design Services. An exception is detailed under Compensation Plan B - Fixed Fee section D. Included in fixed fee.

Clianta'	Initials	
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D. MISCELLANEOUS

- A. Disbursements and fees incurred by SHOW TO SELL, LLC in the interest of the Project shall be reimbursed by Client to SHOW TO SELL, LLC within 10 (ten) days of receipt of SHOW TO SELL, LLC invoices, which are rendered monthly. Reimbursements shall include, among other things, costs of long distance travel, long distance phone calls, and duplication of plans. Or in the case where Show To Sell,LLC must purchase an item on the company credit card.
- B. Any amount not paid when due under this Agreement shall bear interest at the rate of 1% per month until paid. In the event SHOW TO SELL, LLC hires an attorney to enforce any right under this Agreement, Client shall reimburse SHOW TO SELL, LLC for all such attorney fees and expenses, regardless of whether suit is filed.
- C. Any estimates of cost are only for the purpose of informing 'the client of the potential cost of any furniture, furnishing or renovation service. It is understood and agreed that such estimates are not binding, and actual costs or fees may be more or less.

- II. SHOW TO SELL, LLC's services shall include overseeing responsibility for the design or modification of the design of any plumbing, electrical, systems installed or to be installed at the Project by licensed sub-contractors only.
- III. Should the nature of SHOW TO SELL, LLC's design concepts require the services of any other design professional, such a professional shall be engaged directly by



the Client pursuant to separate agreement as may be mutually acceptable to Client and such other design professional.

- IV. As SHOW TO SELL, LLC requires a record of SHOW TO SELL, LLC's design projects, Client will permit SHOW TO SELL, LLC or representatives to photograph the Project upon completion of the Project. SHOW TO SELL, LLC will be entitled to use photographs for SHOW TO SELL, LLC's business purposes but shall not disclose Project location or Client's name without Client's prior written consent.
- V. SHOW TO SELL, LLC cannot guarantee that actual prices for Merchandise or other costs or services presented to Client will not vary either by item or in the aggregate from any Client proposed budget.
- VI. This Agreement may be terminated by either party upon the other party's default in performance, provided that termination may not be affected unless written notice specifying nature and extent of default is given to the concerned party and such party fails to cure such default in performance within 30 (thirty) days from the date of receipt of such notice. Termination shall be without prejudice to any and all other rights and remedies of SHOW TO SELL, LLC, and Client shall remain liable for all outstanding obligations owed by Client, to SHOW TO SELL, LLC and for all items of Merchandise, Interior Installations and other services on order as of the termination date. Termination shall not void any existing purchase orders, and client shall continue to be responsible for any obligation incurred prior to the effective date of termination.
- VII. In addition to all other legal rights, SHOW TO SELL, LLC shall be entitled to withhold delivery of item of Merchandise or the further performance on Interior Installations or any other services, should Client fail to timely make payments due SHOW TO SELL, LLC.
 - VIII. Any controversy or claim arising out of or relating to this Agreement, or breach

IX. Client will provide SHOW TO SELL, LLC with access to the Project and all information SHOW TO SELL, LLC may need to complete the Project. It is Client's responsibility to obtain all approvals required by any governmental agency or otherwise in connection with this Project.



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- X. Any sales tax applicable to Merchandise purchased from SHOW TO SELL, LLC shall be the responsibility of the Client.
- XI. Neither Client nor SHOW TO SELL, LLC may assign their respective interests in this Agreement without written consent of the other.
- XII. The laws of the State of Connecticut shall govern this Agreement.
- XIII. SHOW TO SELL, LLC shall not be responsible or liable for permits, governmental approvals, engineering, architectural services, manufacturing defects, acts of God, delays or actions of third parties.
- XIV. Any provision of this Agreement held to be void or unenforceable under any law shall be deemed stricken and all remaining provisions shall continue to be valid and binding upon both SHOW TO SELL, LLC and Client.
- XV. This Agreement is a complete statement of SHOW TO SELL, LLC's and Client's understanding. No representations or agreements have been made other than those contained in this Agreement. This Agreement can be modified only by a writing signed by both SHOW TO SELL, LLC and Client.

ADDITIONAL NOTES:

Please review outlined rooms carefully. If you decide to add additional rooms or decorating please make notes here. Few additions will be covered under the initial fee however adding rooms and/or more detailed design will increase fixed fees.

If you notice anything previously discussed that is not listed please include here.

Please be as detailed as possible with the items you wish Show To Sell designers to cover for you.



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CLIENT:

Signature Print Name Date Signature Print Name Date

SHOW TO SELL, LLC REPRESENTATIVE:

Signature Print Name Date Reviewed and Revised July 2024