

## AGREEMENT

### INVOICING AND PAYMENTS

Invoices for proposed goods and services are valid for sixty (60) days from date proposed. After sixty (60) days have passed, prices are subject to change. Active invoices are also subject to vendor pricing increases at any time. These increases will be passed on to the Client's invoices. These increases will not be absorbed by the Designer.

Proposed design fees are valid for ninety (90) days. After ninety (90) days, the Designer reserves the right to change fees.

An 80% deposit on the full balance for a proposed design invoice is due to begin project management, ordering, and scheduling of goods and services. If sixty (60) days have passed since the invoice date, the Client may be subject to pricing increases on goods and/or services as noted above.

Final invoices are due in full 10 days after the final invoice is provided by the designer to the client.

Payment for design fees and/or product, serves as your agreement to said fees or products. After any payment is received, client changes to paid services or products could result in additional fees and/or delays.

Clients may pay via check, money order, bank transfer, or wire. Credit card payments will be charged an additional 3.5%.

### PROCUREMENT OF GOODS AND SERVICES

40% markup is added to all goods purchased from "trade" resources. If an item is marked up 40% with the resulting price to the Client exceeding MSRP, then the Designer will reduce the markup to match MSRP. The resulting markup will be the profit for the Designer on that item.

20% markup is added to all contracted services including but not limited to soft goods workroom, receiving, storage, installation, electrician, plumber, painter, and any other service providers contracted by the Designer.

### ADDITIONAL FEES AND DETAILS

Travel expenses for the Client outside of the Atlanta Perimeter (Interstate 285) will be billed as incurred and may include: economy class airfare or mileage, \$40 per day food

allowance, standard hotel room, economy class rental car. Hotel room expenses will not exceed \$500 per night per 2 GordonDunning employees.

If the occasion arises that the Client cannot be available to grant access to the property for any part of the execution of the project, the Client must make arrangements for the Designer, Designer's team, and contracted service providers to access the site.

Goods (including but not limited to: furniture, artwork, millwork, design elements etc.) cannot be returned or exchanged (excluding decorative accessories installed on "Install Day").

## REVISIONS

After the final design has been presented, revisions are allowed by the Client. The project is limited to two (2) revision discussions (via email or phone) and cannot exceed alteration of 25% of the project's components. If the alteration exceed 25% of the project components, additional design fees will be incurred at the Designer's discretion.

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## LIABILITY

The Designer's liability is limited to the amount of the fee paid to the Designer or the amount of the Designer's available insurance, whichever is greater, and no personal liability shall attach to any individual, officer, shareholder, member, employee, director, principal or representative of the Designer.

## FAST TRACK PROJECT

In the event a project is fast-tracked, the Client and/or the Contractor, pursuant to its agreement with the Client, expressly waive all claims against the Designer for errors and/or omissions. Any errors and/or omissions shall be rectified by the Designer at the expense of the Client and/or Contractor.

## COPYRIGHTS AND LICENSES

The Designer is the author and owner of all drawings, models, specifications, and other documents, including those in electronic form, prepared by the Designer for this Project (collectively "Design Materials"), which are instruments of the Designer's services. In consideration for this Agreement, the Designer grants the Client a nonexclusive license to use the Design Materials in connection with this Project.

**SUBSEQUENT USE**

If the Client utilizes the Design Materials for any addition, extension, modification or remodeling of the Project or for the completion of the Project by others, and does not retain the Designer for such work, then the Client agrees to credit the Designer in any publication: social media, website, print media etc.

**CLIENT’S RESPONSIBILITIES**

The Client will provide all relevant and applicable information, requirements, and surveys for the Project including: program information describing the Client’s objectives, schedule, constraints and criteria, space requirements and relationships, flexibility, expandability, special equipment, systems, and site requirements, and budget.

The Designer shall be entitled to rely upon the accuracy and completeness of all such information provided by the Client. The Client shall make prompt and timely decisions regarding design, budget, consultant retention (if applicable) and other issues that may affect the Designer’s ability to perform and complete its services on schedule.

The Designer is not responsible for any delays caused by the Client, the Client’s consultants, or any factor outside of the Designer’s control (including but not limited to) weather, natural disasters, backordered supplies, etc.

**COMMUNICATION**

All professional, project-related correspondence must be conducted via email and telephone. No other means of communication will be recognized or considered - including but not limited to: texting, direct massaging, Pinterest comments etc.

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**PHOTO RELEASE AGREEMENT**

Images are an integral part of our business. Your home could be shared on the following platforms (including but limited to): Instagram, Facebook, GordonDunning Website, magazines and online publications (blogs), etc. Many publishers will not use projects when images have been available. We ask that you do not share images of the entire project/room for this reason.

## **DESIGNER PUBLICATION**

Upon Project completion, the Designer shall be permitted to take professional photographs of the Project for the Designer's use at a mutually convenient time, not to be unreasonably delayed, conditioned, or withheld. Further, the Designer shall have the right to publish such photographs and reference the Project, except for any Client specific information (name, address, entity etc), in its promotional materials, including in all print, internet, and social media platforms (e.g. website, Instagram, Facebook, print and e-publications. Client information may be published if client gives written consent.

## **CLIENT PUBLICATION**

The Client agrees to make reference to the Designer as the Designer for the Project in any publication, caused or permitted by the Client, of depictions, photographs, or representations of the Project as designed. The Client will require any third party who is granted permission to publish a depiction, photograph, or representation of the Project to be bound by this paragraph.

## **SUSPENSION/TERMINATION**

If the Designer's services or the Project are suspended for more than thirty (30) days, the Designer shall retain all design fees. Upon resumption of the project, the client may be responsible for fees associated with resumption.

## **TERMINATION**

The Designer may terminate this Agreement upon written notice to the Client (i) should the Client substantially fail to perform in accordance with the terms of this Agreement, including, but not limited to, non-payment of any portion of the Fee or delay in providing timely information and materials to the Designer; (ii) if the Project is permanently abandoned by the Client; or (iii) the Client becomes insolvent or is the subject of a petition in bankruptcy, insolvency or similar laws; or makes an assignment for the benefit of creditors, or is dissolved or liquidated. The Client's failure to pay the Designer any monies due pursuant to the Designer's invoices shall be deemed a material breach of this Agreement. In the event of a termination of this Agreement, the Designer shall be compensated for all Services performed and Reimbursable Expenses incurred through the date of such termination, plus reasonable expenses associated with such termination.

The Client may terminate this agreement upon written notice to the Designer should the Designer substantially fail to perform in accordance with the terms of the Agreement. The Client will be responsible for paying the remaining balances on all goods ordered, design fees and any associated fees incurred (including but not limited to shipping, storage, receiving, delivery and installation).

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Client.....

Designer.....

Designer.....

Date.....