[Insert Name and Address of Client] DATE

Dear\_\_\_\_\_\_\_\_\_\_\_\_:

**RE: Agreement for Interior Design Services**

Thank you for choosing [INSERT NAME OF INTERIOR DESIGNER’S COMPANY] as your interior designer. We are delighted to have been selected for your interior design project (the “Design Project”).

The purpose of this letter is to set out the terms under which the Interior Designer will provide services to you.

Once signed, this letter will form a binding agreement between us (this or the “Agreement”). For the purposes of this Letter, we shall refer to you as the “Client” and to us as the “Interior Designer”.

**1. CLIENT INFORMATION AND DESIGN PROJECT SITE**

The Client’s full name, address and contact information shall be listed on Schedule “A” to this Agreement. The location of the Design Project and the square footage of the Design Project shall also be listed on Schedule “A”.

**2. INTERIOR DESIGN PROJECT**

[INSERT A BRIEF DESCRIPTION OF THE PROJECT]

**3. SCOPE OF INTERIOR DESIGN SERVICES**

The Interior Designer shall provide the interior design services to the Client as set out in Schedule “A” (the “Services”).

The Interior Designer agrees to diligently carry out the Services in accordance with the Standards of Practice of the Association of Registered Interior Designers of Ontario.

**4. INTERIOR DESIGN FEES**

In consideration for the Services to be provided by the Interior Designer, the Client shall pay the fees set out in Schedule A to the Interior Designer (the “Interior Design Fees”).

**5. EXCLUSIONS**

The Interior Design Fees do not include:

1. EXPENSES: which may include construction, product purchases, photography, consultants or any other fees or expenses not explicitly set out in Schedule A (the “Expenses”).
2. DISBURSEMENTS: which may include permit fees, administrative costs, automobile travel, photocopying, printing, plotting, reproduction, long distance telephone and facsimile charges, courier charges, parking charges away from the Interior Designer’s office, processing and printing charges, charges for renderings, transportation costs (ie. airfare, taxis), accommodations and meal expenses (the “Disbursements”).

The Client shall reimburse the Interior Designer for any and all of the Disbursements incurred by the Interior Designer in connection with the provision of the Services which are, in the opinion of the Interior Designer, necessary for the performance of the Services.

**6. RETAINER**

An initial retainer of $\_\_\_\_\_\_\_\_\_\_ shall be paid to the Interior Designer by the Client as an advance against the Interior Design Fees, the Disbursements and the Expenses, upon signing of this Agreement. Upon completion of the Design Project, the retainer balance shall be used to reduce the Interior Design Fees, the Disbursements and the Expenses payable, or, if such fees and expenses have been paid in full, the retainer shall be reimbursed to the Client. The Client understands that the retainer is independent of any deposits required for purchases of merchandise or for construction.

**7. ADDITIONAL SERVICES**

If the Client requires additional design services which are outside of the scope of the Services, the Client shall pay a fee equal to the total number of hours expended by persons performing the additional services multiplied by their respective hourly rates as set out below:

|  |  |
| --- | --- |
| Principal Designer | Dollars ($ ) per hour |
| \_\_\_\_\_\_\_\_ Designer | Dollars ($ ) per hour |
| Other | Dollars ($ ) per hour |
| *(Insert other type of specialist/tradesperson as appropriate)* | |

Requests for additional services shall be made by the Client in writing to the Interior Designer. If any changes are required by a Landlord, Architect, Engineer or other third party after drawings have been issued, and affect the work of the Interior Designer, the hours required to implement these changes shall be billed to the Client at the hourly rates set out above.

**8. REVISIONS**

During the completion of the Services, the Interior Designer shall make up to \_\_\_\_\_ minor revisions to requested by the Client without additional charge to the Client. For the purposes of this section, a minor revision is a revision that:

1. does not include changes to the original scope of the Services, approved design concept, structural or other significant changes to the Design Project as a whole;
2. is determined by the Interior Designer to be a minor revision; and,
3. does not involve the services of a third party.

Any additional revisions and any revisions requested after approval given by the Client shall be charged at the hourly rates listed above.

The Client agrees that there shall be no revisions, substitutions or alterations to the Design Project without the prior written consent of the Interior Designer.

**9. PAYMENT OF FEES AND DISBURSEMENTS**

The Client shall pay the Interior Designer the Interior Design Fees, the Expenses, the Disbursements and any and all taxes payable in respect of the Services, the Expenses and the Disbursements, or in respect of any other goods and services supplied to the Client, or amounts payable by the Client under this Agreement. All of the Interior Design Fees, the Expenses and the Disbursements for which the Client has been invoiced and any applicable taxes shall be paid by the Client within ten (10) calendardays of the date of the invoice. Interest shall be calculated on balances outstanding beyond the initial ten (10) calendar days from the date of the invoice at an annual rate of % per year or % per month, compounded annually.

**10. CLIENT’S RESPONSIBILITIES**

The Client shall cooperate throughout the Design Project by:

1. promptly providing to the Interior Designer all information requested by the Interior Designer and required to complete the Design Project, including, as appropriate: design project budget, restrictions relating to time and cost, practical, functional and spatial requirements, and other necessary information, reports, statements of requirements, studies, plans, surveys and drawings. The Client acknowledges that the Interior Designer will rely on the information provided by the Client in entering into and performing this Agreement. The Client represents and warrants that the information provided to the Interior Designer by the Client or by Third Parties acting on behalf of the Client is, to the best of the Client’s knowledge, accurate, complete and reliable;
2. arranging any meetings that may be needed; making access available to the project site, giving prompt attention to documents to review and request approvals; facilitating communications between the Interior Designer and other professionals, such as architects and engineers whom the Client has retained;
3. reviewing all drawing documents. If there are any items that are not clear to the Client, it is the Client’s responsibility to clarify this with the Interior Designer;
4. if the Client is to provide specifications, floor plans, surveys, drawings, or related information, this shall be at the Client’s expense, and the Interior Designer shall be held harmless for relying on the accuracy of what the Client has provided. If at any time the Client has knowledge of a deviation from specifications or other problem with the Project, the Client shall promptly give notice in writing to the Interior Designer;
5. hiring a General Contractor or performing General Contractor duties. As further outlined in Schedule B, the Interior Designer is not the General Contractor and shall not complete General Contractor duties; and
6. being responsible for making payments in accordance with paragraphs 4, 5 and 6 upon receipt of invoices and before the Design Project proceeds to the next phase.

**11. CONSULTANTS**

If outside consultants, including but not limited to architects, structural engineers, mechanical engineers, acoustical engineers and lighting designers, are needed for the Design Project, they shall be retained and paid for by the Client, and the Interior Designer shall cooperate fully with these consultants. Such consultants shall be responsible for code compliance in the various areas of their expertise.

Notwithstanding the foregoing, or any other provision in this Agreement, the Interior Designer may, in its sole discretion, use the services of its associates, employees or other third parties, or subcontract the performance of any portion of the Services to third parties as the Interior Designer deems appropriate (“**Third Parties**”). The Interior Designer will notify the Client of any and all use of Third Parties, in the performance of any portion of the Services and provide to the Client the name and contact information for each of the Third Parties.

**12. OWNERSHIP OF MATERIALS**

Any drawings, maps, plans, specifications and arrangement of design elements and any other works created or produced by the Interior Designer in connection with the Services (the “**Works**”) are original works and are therefore the subject of copyright protection and are owned exclusively by the Interior Designer. All title and other proprietary rights, including copyright and moral rights, trademarks, patents with respect to the Works, shall at all times be, and remain the property of, the Interior Designer. The Works may not be used by the Client for any purpose other than the completion of the Design Project by the Interior Designer. The Client shall not use the design for additions to the Design Project or for any other project without the expressed written permission of the Interior Designer and appropriate compensation.

On completion of the Design Project or termination of this Agreement, the Client shall deliver to the Interior Designer all documents or works, or parts or copies thereof, produced or created by the Interior Designer for the Design Project.

**13. PUBLICITY**

The Interior Designer may place one or more of its company’s signs and logos at the location of the Design Project until the Design Project is complete and all of the Interior Design Fees, the Expenses and the Disbursements have been paid or until this Agreement is terminated.

The Interior Designer shall have the right to document the Design Project in progress and when completed, by photography and other means, which the Interior Designer may use for portfolio, social media, brochure, public display, and similar publicity purposes. If the Interior Designer chooses to document the Design Project, the Interior Designer shall pay the costs of documentation. In addition, if the Client documents or publicizes the Design Project with the prior written permission of the Interior Designer, the Interior Designer shall be given credit as the interior designer for the project if the Client’s documentation is released to the public.

The Client acknowledges that general contractors, subcontractors, fabricators and any other third parties may only publicize the Design Project with the prior written consent of the Interior Designer and that the Interior Designer shall be given credit as the interior designer for the project in all such publications.

The Interior Designer shall have the right to enter the Design Project into competitions.

The Interior Designer may disclose to any person any matter relating to the Design Project including, without limitation, publishing photos, information and documents relating to the Design Project for promotional use. The Interior Designer agrees to keep the Client’s name and the location of the Design Project confidential if so requested by the Client.

**14. TERMINATION**

1. Upon any one or more of the following events, this Agreement may be terminated:

By the Interior Designer if the Client fails to pay the Interior Design Fees, the Expenses or the Disbursements, or any other payment required under this Agreement, when due and such failure continues for a period of fifteen (15) days after notice of such failure has been delivered to the Client by the Interior Designer;

By the Interior Designer if the Client fails to perform or observe any other covenant, condition or agreement to be performed or observed under this Agreement, including, but not limited to, providing Client Sign-Off and approval, and such failure continues for a period of fifteen (15) days after notice has been delivered to the Client by the Interior Designer;

By the Interior Designer if the Client becomes an insolvent person or becomes bankrupt within the meaning of the *Bankruptcy and Insolvency Act*;

By the Interior Designer if representations and warranties made by the Client are discovered to be false or misleading;

By the Client if the Interior Designer fails to perform or observe any material covenant, condition or agreement to be performed or observed under this Agreement, and such failure continues for fifteen (15) days after notice is delivered to the Interior Designer by the Client; or

By either the Client or the Interior Designer for any reason upon \_\_\_\_ days prior notice in writing to the other party.

b. If this Agreement is terminated, the Client shall be liable for the Interior Design Fees, the Expenses and the Disbursements incurred up to the date of termination. The Interior Designer shall provide the final invoice to the Client with ten (10) days of termination of this Agreement.

**15. SIGN-OFF AND APPROVAL**

In the “Scope of Services” section above, provision is made for the Client to approve and sign off each phase of the work as it is completed. In order for the Services to continue to each phase of the Design Project, work must be completed sequentially and approved by the Client as satisfactory and complete by signing the Client Sign-Off and Approval form attached hereto as Schedule “B” before work can begin on the subsequent phase.

By executing this Agreement, the Client authorizes the commencement of phase one of the Design Project.

The Client may not unreasonably withhold approval and signature. However, if the Client believes there is reason to do so, the Interior Designer must be notified of such reason in writing, prior to the conclusion of the phase of work at issue. The Client acknowledges that to withhold approval and signature may have adverse repercussions on the work schedule. Any additional time required by the Interior Designer to complete the phase of work as a result of the Client’s withholding approval and signature will be considered as outside the “Scope of Services”.

From time to time, the Client may also be required to approve and sign off on additional steps throughout the Design Project, such as concept boards, materials, specifications, strike-offs and drawings.

**16. STANDARD TERMS AND CONDITIONS**

The Standard Terms and Conditions set out at Schedule “C” form part of this Agreement.

**17. THE DESIGN AGREEMENT**

Upon execution of this Agreement by the Client, it shall form the final and binding Interior Design Services Agreement between the Interior Designer and the Client.

We look forward to working with you and bringing your project to a successful completion.

[INSERT NAME OF DESIGNER]

By:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

INSERT NAME OF AUTHORIZED SIGNING OFFICER

*I have the authority to bind the Corporation*

The Client acknowledges that this Agreement is entered into freely and voluntarily and that he/she has read this Agreement, has had the opportunity to ask questions about the content of this Agreement and has had the opportunity to seek out and obtain independent legal advice in connection with the matters herein addressed, prior to the execution of this Agreement.

The Client acknowledges receipt of a copy of this Agreement

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature of Client Signature of Witness

***OR IF THE CLIENT IS A CORPORATION:***

[Client]

By:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

[Name of signing officer]

*I have authority to bind the Corporation*

**DESIGN PROJECT DETAILS**

**SCHEDULE “A”**

**Client Name:**

**Contact Person:**

**Telephone:**

**Email:**

**Client Address:**

**Design Project Site:**

**Street Address:**

**Land Office (Legal) Description:**

**Design Project Square Footage:**

**Permits Required:**

**Scope of Services:**

The Interior Designer shall provide the following services:

1. Phase One - Project Start up
2. Phase Two - Client Information Gathering
3. Phase Three - Programming
4. Phase Four - Design Concept/Schematic Design
5. Phase Five - Design Development
6. Phase Six - Construction/Contract Documentation
7. Phase Seven - Construction Tender
8. Phase Eight - Contract Administration

**Design Project Start Date:**

**Desired Design Project Completion Date:**

**Interior Design Fees:**

The Client shall pay a fixed fee of $\_\_\_\_\_\_\_\_\_\_\_\_\_\_ to the Interior Designer for the completion of the Design Project as follows (the “Interior Design Fees”):

* $ \_\_\_\_\_\_\_\_\_\_\_\_\_ Upon Execution of this Agreement (Retainer – see below)
* $ \_\_\_\_\_\_\_\_\_\_\_\_\_ Upon Completion of Phase One – Project Start up
* $ \_\_\_\_\_\_\_\_\_\_\_\_\_ Upon Completion of Phase Two - Client Information Gathering
* $ \_\_\_\_\_\_\_\_\_\_\_\_\_ Upon Completion of Phase Three - Programming
* $ \_\_\_\_\_\_\_\_\_\_\_\_\_ Upon Completion of Phase Four – Design Concept/Schematic Design
* $ \_\_\_\_\_\_\_\_\_\_\_\_\_ Upon Completion of Phase Five – Design Development
* $ \_\_\_\_\_\_\_\_\_\_\_\_\_ Upon Completion of Phase Six – Construction/Contract Documentation
* $ \_\_\_\_\_\_\_\_\_\_\_\_\_ Upon Completion of Phase Seven – Construction Tender
* $ \_\_\_\_\_\_\_\_\_\_\_\_\_ Upon Completion of Phase Eight – Contract Administration

**SCHEDULE B – CLIENT SIGN-OFF AND APPROVAL**

Execution of this form indicates that the work completed by the Interior Designer is satisfactory and that the Interior Designer may proceed with the next phase of the Design Project. If approval of any phase is not provided please be advised that it may affect the work schedule for the Design Project.

**PHASE ONE – Project Start Up**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

Client signature – approval for completion of PHASE ONE Date

**PHASE TWO – Client Information Gathering**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

Client signature – approval for completion of PHASE TWO Date

**PHASE THREE – Programming**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

Client signature – approval for completion of PHASE THREE Date

**PHASE FOUR – Design Concept/Schematic Design**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

Client signature – approval for completion of PHASE FOUR Date

**PHASE FIVE – Design Development**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

Client signature – approval for completion of PHASE FIVE Date

**PHASE SIX – Construction/Contract Documentation**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

Client signature – approval for completion of PHASE SIX Date

**PHASE SEVEN – Construction Tender**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

Client signature – approval for completion of PHASE SEVEN Date

**PHASE EIGHT – Contract Administration**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

Client signature – approval for completion of PHASE EIGHT Date