
Ref No:	Date:
Client:	Phone:
Address:	Email:

INTERIOR DESIGN AND PURCHASING SERVICES AGREEMENT

This Interior Design and Purchasing Services Agreement (the Agreement) constitutes a contract between the individual(s) identified in the Client Information section below (the Client) and Carla Rausch Designs (CRD) as of the Agreement Date.

This Agreement covers:

1. A description of Carla Rausch Designs two key services:
 - a. Interior Design Services
 - b. Purchasing Services
2. Carla Rausch Fee Structure
3. Additional Terms and Conditions of this Agreement

The Client and Carla Rausch Designs agree as follows:

1. INTERIOR DESIGN SERVICES

1.1. General Description of Interior Design Service

Interior Design is a broad category of services. The specific services to be provided by Carla Rausch Designs, if different from the list of general services below, will be detailed in writing between the Client and Carla Rausch Designs prior to engagement. These services may include, but are not limited to:

1.2. Programming & Schematic Design

Programming includes, but is not limited to, conducting research; identifying and analysing the needs and goals of the Client; assessing the existing environment; and evaluating project resources and limitations. A successful design requires the teamwork of both the Client and Carla Rausch Designs, therefore interviews with the Client or family members will help Carla Rausch Designs fully understand the goals for the use and desired outcome.

1.3. Conceptual Drawings

Carla Rausch Designs, if appropriate, will provide conceptual drawings, CAD diagrams, or other illustrations and/or materials to generally show the suggested interior design concepts, including both space and/or floor plan specifications and furniture, furnishing, fixture, textile, and/or accessories specifications.

1.4. Product Specification

Furniture, furnishings, fixtures, fittings, textiles, accessories, and building materials (collectively referred to as Product) are an integral part of the design process. Carla Rausch Designs works with the Client in narrowing the selections based on the Client's desired scheme. Carla Rausch Designs will assist the Client in finding the appropriate pieces and selecting textiles and finishes that complement the overall design concept.

1.4.1. Fixtures & Fittings (Product Suggestions)

Recommended Product specifications can be provided to facilitate your purchase of such recommended items and most recommended Product will be items the Client can order online or at local suppliers or subcontractors. Carla Rausch Designs can also provide Purchasing Services as defined below.

1.4.2. Furniture, Furnishings, Textiles & Accessories (Product Sourcing)

CRD does not charge any additional fees for product sourcing whilst your project is active and you purchase product through our preferred and recommended designer suppliers as per your project schedule. Orders through these suppliers are invoiced by CRD, and our team will follow up and look after all aspects of the ordering and delivery.

This service means that if you love a look but a few pieces don't quite work for you (for example, you like the style of the buffet but you want one with drawers instead of cupboards) we won't charge to find alternatives and put them forward to you.

If the Client has asked Carla Rausch Designs to look for an alternative through our wholesale suppliers and if however you then purchase through a retailer, we will charge a product sourcing fee of \$75.00 + gst per product suggested to cover our time and administrative costs (for example we take the time to source and recommend two alternative sofas, but you find one you wish to purchase yourself we'll charge \$150.00 + gst for our time).

If you wish to purchase through retailers and online stores, CRD will charge a product sourcing fee for the time spent on your project at the rate below.

Please notify CRD on any items that you are sourcing yourself prior to commencement of design works so that you / we are not doubling up on time and money spent.

All product prices presented to you in your project schedule include Goods and Services Tax (GST). Delivery costs will be quoted on upon ordering of product purchased through CRD.

1.5. Ad Hoc Advice or Professional Interior Design Tips

Carla Rausch Designs is available for ad hoc consultation to answer ad hoc design questions, from questions such as what finish of paint should I use to how do I read my floor plans?

1.6. Design Disclaimer

Carla Rausch Designs cannot be held responsible for designs that may later be undesirable or cause inconvenience. The Client understands that all interior designs, including those provided by Carla Rausch Designs, may represent the opinion and tastes of the designer as the designer interprets the Client's goals and wishes.

1.7. Conceptual Drawings

Carla Rausch Design's drawings and specifications are conceptual in nature and intended to set forth design intent only. They are not to be used for architectural or engineering purposes. Carla Rausch Designs does not provide architectural or engineering services and cannot be held liable for designs used for such purpose.

1.8. Ownership of Designs

All concepts, drawings, and specifications prepared by Carla Rausch Designs (a.k.a. Project Documents) and all copyrights and other proprietary rights applicable thereto remain at all times Carla Rausch Design's property. Project Documents may not be used by Client for any purpose other than completion of Project by Carla Rausch Designs. If the nature of the Project requires engagement by Client of any contractors to perform work based upon Carla Rausch Designs concepts, drawings or interior design specifications, the Client will enter into contracts directly with the concerned contractor after obtaining written approval from Carla Rausch Designs.

1.9. Subcontractor Responsibility

Carla Rausch Designs may provide a referral for contractors and installers. Carla Rausch Designs may also meet with contractors and installers for estimates and review the contractors' and installers' work to determine whether the work is proceeding in general conformity with Carla Rausch Designs concepts. This is a courtesy to the Client. However, constant

observation of contractors' work at the Project site is not a part of Carla Rausch Designs duties. Carla Rausch Designs is not responsible for the performance, quality, timely completion or delivery of any work, materials or equipment furnished by contractors. Carla Rausch Designs will not intermediate disputes between the Client and recommended contractors or installers.

1.10. Amendments

Carla Rausch Designs' initial design proposal allows for two Project Schedules (an original design concept and an amended one). If we haven't captured your overall style in the first Project Schedule then we'll go back to the drawing board and put together another look based on you feedback.

2. PURCHASING SERVICES

2.1. Definition of Purchasing Services

Purchasing Services is the purchase of Merchandise by Carla Rausch Designs for the Client. Purchase Pre-Approval. Merchandise to be purchased through Carla Rausch Designs will be specified in a Purchase Order (PO) email by Carla Rausch Designs and submitted for the Client's written acceptance (email reply is acceptable). Each PO will identify the item, its price, and estimated freight cost to the Client (if available). A PO may be sent in the form of a pro forma Invoice.

2.2. Freight Charges

Freight charges are often not available at the time of order. If they are not available, the Client agrees to pay applicable freight, even if they were not included in the PO or pro forma invoice.

2.3. Sales Tax

In most cases, Carla Rausch Designs will collect sales tax. If sales tax is not collected it will be the responsibility of the Client.

2.4. Purchase Deposit

No item will be ordered by Carla Rausch Designs until the PO acceptance has been received by Carla Rausch Designs and a deposit has been received. The required deposits are:

- o Standard (Non-Custom) Merchandise: 100%
- o Custom Merchandise: 100%.

2.5. Product Delivery

When managing the ordering and delivery of your products, we aim to make the process as smooth and effortless as possible.

Occasionally product may experience some delays due to weather and environmental and politics situations. Carla Rausch Designs can't be held responsible for these delays however we will do our best to solve any problems that arise.

2.6. Product Warranties

Client shall inspect all merchandise upon delivery and advise the freight company of any damage or non-conformity at that time. The Client should not accept any Merchandise that has damaged packaging unless it is opened and inspected at the time of delivery. For undamaged/unopened deliveries, the Client will have 24 hours to inspect Merchandise and send a photo to Carla Rausch Designs to confirm the item has been received. Should Merchandise be delivered damaged, the Client will call Carla Rausch Designs and email Carla Rausch Designs a picture of the damaged Merchandise. Carla Rausch Designs will organise a replacement for the damaged Merchandise. Carla Rausch Designs reserves the right to fix or replace damaged piece at no additional cost to the Client.

Most products (excluding some textiles and furniture) will be covered by warranties which be provided to you upon your request.

2.7. Returns of Standard (Non-Custom) Merchandise

Carla Rausch Designs' suppliers may offer a refund or credit for products with manufacturing faults or delivery damage however they will not refund or credit products due to change of mind.

All returns must occur in the original packaging, and all merchandise must be unused and undamaged.

2.8. Custom Merchandise is Non-Refundable

All sales of custom merchandise are final and non-refundable.

2.9. Wabi Sabi – Imperfect Perfections

Wabi Sabi is a Japanese philosophy and world view centered on the acceptance of transience and imperfection. Many of the products that we use and suggest are hand-made by artisans locally and globally which means each and every one is unique and no two pieces will be exactly the same. Because of this some of the products that we put forward may have minor inconsistencies, however we believe that this is part of the beauty and charm of product and not a fault. What we are and what we create will be always imperfectly perfect.

2.10. Product Care

All products that the Client receives via Carla Rausch Designs will need to be cared for in unique ways depending on materials and use. Our Product Care Guide can be found on our website under "Client Resources". If you feel that the Product Care Guide does not cover the specific piece that you have purchased we can provide this information to you upon your request.

Carla Rausch Designs' suppliers may offer a refund or credit for products with manufacturing faults or delivery damage however they will not refund or credit products that have been damaged due to mistreatment or incorrect care.

3. FEE STRUCTURE

- 3.1. Carla Rausch Designs offers both Interior Design Services and Purchasing Services. A Client may utilize either or both services, but is not obligated to utilize both.

Interior Design Services (choose one approach) Purchasing Services

3.1.1 Hourly Fee Fixed Project Fee - The Client agrees to pay Carla Rausch Designs an hourly fee for Interior Design Services.

- The fee is \$100 plus gst per hour for Interior Decorating services and \$125.00 plus gst per hour for Interior Design services

Carla Rausch Designs will provide a good faith estimate of expected project hours.

- Where a time charge is applicable or hours have been estimated, we execute a *Block of Hours Service Agreement*. The number of hours in each block is determined by your expected needs and requirements. A block of hours is pre-purchased and a schedule of hours of work performed to date will be emailed to you regularly and based depending on the size of the project.
- The hourly fee will cover all Interior Design Services, but does not cover incidental expenses which must be reimbursed by the Client (samples, copy fees, etc.) if applicable.

3.1.2 Fixed Fee

The Client agrees to pay Carla Rausch Designs a fixed fee for a specific Interior Design Services project as per their Initial Proposal. The fixed project fee, scope of work, instalment payments (if applicable), and due dates will be presented to the Client in writing or via email after the appropriate consultation.

- Should the Client require additional services beyond the original scope of work, the fixed project fee and schedule will be amended.
- The fixed project fee will cover all project Interior Design Services, but does not cover incidental expenses which must be reimbursed by the Client (samples, copy fees, etc.)

4. ADDITIONAL TERMS AND CONDITIONS OF THE AGREEMENT

4.1. Late Payments

Any amount not paid when due under this Agreement shall bear interest at the rate of 1% per month until paid. In addition to all other legal rights, Carla Rausch Designs shall be entitled to withhold delivery of Merchandise or the further performance on Interior Design Services should the Client fail to timely make payments due to Carla Rausch Designs.

4.2. Estimates

Any estimates or proposals are only for the purpose of informing the client of the potential cost of Merchandise or services. It is understood and agreed that such estimates are not binding, and actual costs or fees may be more or less.

4.3. Project Access

Client will provide Carla Rausch Designs with access to the project and all information Carla Rausch Designs may need to complete the project. Failure to do so by the Client provides Carla Rausch Designs the right to terminate the Agreement and collect outstanding balances.

4.4. Photography Consent

As Carla Rausch Designs requires a record of Carla Rausch Designs projects, Client will permit Carla Rausch Designs or representatives to photograph the project upon completion of the project. Carla Rausch Designs will be entitled to use photographs for Carla Rausch Designs business purposes but shall not disclose the project location or Client's name without Client's prior written consent.

4.5. Agreement Termination

This Agreement may be terminated by either party upon the other party's default in performance, provided that termination may not be effected 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 Carla Rausch Designs and Client shall remain liable for all outstanding obligations owed by Client to Carla Rausch Designs and for all items of Merchandise, Interior Designs Services, and other services on order as of the termination date. Termination shall not void any existing POs, and client shall continue to be responsible for any obligation incurred prior to the effective date of termination.

4.6. Dispute Resolution and Jurisdiction.

Any controversy or claim arising out of or relating to this Agreement, or breach thereof, shall be decided by litigation in Queensland. The laws of the State of Queensland shall govern this Agreement. In the event Carla Rausch Designs hires an attorney to enforce any right under this Agreement, Client shall reimburse Carla Rausch Designs for all such attorney fees and expenses, regardless of whether or not a suit is filed.

4.7. Limit of Responsibility

Carla Rausch Designs shall not be responsible or liable for required permits, Council approvals, governmental approvals, engineering, architectural services, manufacturing defects, acts of God, delays or actions of third parties.

4.8. Remaining Provisions

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 Carla Rausch Designs and the Client.



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ADDITIONAL NOTES:

PROPOSAL AGREEMENT

By signing below, the Client and Carla Rausch Designs acknowledge terms and conditions contained within this Agreement and further acknowledge that this Agreement, along with subsequent written correspondence regarding, but not limited to, pricing, fees, terms, and timelines together represent a complete contract between the Client and Carla Rausch Designs.

PRINT CLIENT'S NAME

SIGNATURE

DATE

WITNESS

DATE

PRINT CARLA RAUSCH DESIGNS REPRESENTATIVE'S NAME

SIGNATURE

DATE