

Virtual Room Design & Style Agreement

This agreement outlines the services, responsibilities, policies, and terms for your virtual room design and style project. Please review the information carefully before signing.

CLIENT & PROJECT INFORMATION

Client Name: _____
Email: _____
Phone: _____
Project Address: _____
Room/Space: _____
Selected Service: _____
Design Fee: _____

1. SCOPE OF SERVICES

I will provide the virtual room design and style included in the package selected by the Client. All services are provided remotely and are based upon the photographs, measurements, information, preferences, and other project details supplied by the Client.

The Client is responsible for providing complete and accurate room measurements and project information. Design recommendations and visualizations will be prepared based upon the information provided.

SERVICES MAY INCLUDE, AS APPLICABLE TO THE SELECTED PACKAGE:

- Design concept and overall design direction
- Color palette and style recommendations
- Furniture, décor, lighting, textile, and accessory recommendations, as applicable
- Space-planning and furniture-placement recommendations, as applicable
- Design visualizations and/or room renderings, as included in the selected service
- Product sourcing and shopping recommendations, as included in the selected service
- Product information and purchasing links when applicable
- Final design presentation containing the deliverables included in the selected service

Only the services and deliverables specifically included in the Client's selected service package are included in the Design Fee. Services or deliverables outside the selected package may require an additional fee and must be agreed upon before additional work is performed.

2. DESIGN FEES & PAYMENT

The Client agrees to pay the Design Fee stated in this Agreement for the selected package. The Design Fee covers only the design services and deliverables specified in the selected service package and does not include the cost of furniture, décor, materials, shipping, delivery, taxes, installation, contractor services, or other third-party expenses unless specifically stated in writing.

Design work will begin after the required Design Fee has been received and the Client has provided the information, photographs, measurements, and other materials reasonably necessary to begin the project.

3. PAYMENT, CANCELLATION & REFUNDS

The Design Fee is due according to the payment terms agreed upon before the project begins. Design and style will not begin until the required payment has been received.

Because virtual room design and style involve time, research, planning, sourcing, and creative work performed specifically for the Client, Design Fees are non-refundable once design work has begun. For purposes of this Agreement, design work is considered to have begun once the Designer starts performing project-specific work, including reviewing Client-provided photographs, measurements, preferences, or other project information; researching or sourcing products; developing the design concept or layout; or preparing any design materials for the Client.

If the Client chooses to cancel the project before design work has begun, any amounts paid will be refunded less any non-refundable fees or expenses already incurred on behalf of the Client.

If the Client delays or pauses the project after work has begun, the Client must provide requested information, feedback, or approvals within thirty (30) days. If no response is received within that time, the project may be considered closed. Any additional work requested after the project is closed may require a new Design Fee.

4. REVISIONS & DESIGN CHANGES

The selected design package includes one round of revisions unless otherwise stated in the selected package. One revision round may include changes to a maximum of three individual design elements, such as one piece of furniture, light fixture, rug, artwork selection, decorative accessory, paint color, or similar individual item.

Revision requests must be submitted together in one communication. Requests to change more than three individual design elements, additional rounds of revisions, or changes to the Client's previously approved overall design direction may require an additional design fee.

A substantial change in design direction includes, but is not limited to, changes to the Client's preferred style, color palette, room function, budget, or previously approved major design elements that require significant redesign, additional sourcing, or research. Any additional fees will be communicated to the Client and agreed upon before the additional work is performed.

5. PROJECT TIMELINE & CLIENT RESPONSIBILITIES

Project timelines are estimates and may vary depending upon the scope of the selected design package, the complexity of the project, and the timely receipt of information, feedback, and approvals from the Client.

The Client agrees to provide accurate measurements, photographs, project information, preferences, budget information, and other materials reasonably requested. I am entitled to rely upon the accuracy of information and measurements supplied by the Client. Delays in receiving required information, feedback, approvals, or decisions from the Client may extend the project timeline. I am not responsible for delays caused by the Client, product availability, retailer or manufacturer delays, shipping or delivery issues, or other circumstances outside of my reasonable control.

The Client agrees to review design materials and provide requested feedback within seven (7) calendar days of receipt unless otherwise agreed in writing. Delays in receiving Client feedback may extend the project timeline and are subject to the project closure provisions stated in Section 3.

6. PRODUCT SOURCING, PRICING & AVAILABILITY

Product recommendations, pricing, availability, specifications, dimensions, colors, finishes, and purchasing links are based upon information available at the time the recommendations are prepared. I cannot guarantee that any recommended product will remain available or that its price will remain unchanged.

The Client is responsible for reviewing product details, dimensions, quantities, colors, finishes, shipping costs, delivery information, return policies, and other applicable information before making a purchase.

Unless otherwise specifically agreed in writing, the Client is responsible for purchasing recommended products directly from the applicable retailer or vendor. Purchases are subject to the retailer's or vendor's individual terms, policies, warranties, return procedures, and customer service.

I am not responsible for retailer or manufacturer errors, discontinued or unavailable products, price changes, shipping or delivery delays, lost or damaged merchandise, product defects, variations in color or appearance, or other issues arising from products or services provided by third parties.

If a recommended item becomes unavailable before the Client purchases it, I may recommend a reasonably comparable substitute when such substitution is included within the selected design package or otherwise agreed upon with the Client. A substitution I recommend solely because a recommended product has become unavailable will not count as one of the Client's included revision changes.

7. DESIGN RECOMMENDATIONS & PROFESSIONAL LIMITATIONS

I provide virtual room design and style recommendations based upon the information supplied by the Client. Design concepts, layouts, renderings, drawings, and other visual materials are intended to communicate the proposed design and are not architectural, engineering, construction, or technical drawings. I do not provide architectural, engineering, structural, electrical, plumbing, mechanical, contracting, or other services requiring professional licensure.

The Client is responsible for consulting appropriately qualified or licensed professionals when a project involves construction, structural modifications, electrical or plumbing work, installation requirements, building codes, permits, safety requirements, or other work requiring professional evaluation or approval.

The Client and any contractors, installers, or other professionals involved in the project are responsible for verifying all measurements, dimensions, site conditions, product requirements, installation requirements, and applicable codes or regulations before purchasing, construction, or installation begins.

I am not responsible for the means, methods, techniques, sequencing, workmanship, or safety of construction, installation, or other work performed by contractors, installers, vendors, or other third parties.

8. PURCHASES, INSTALLATION & THIRD-PARTY SERVICES

The Client is responsible for purchasing, ordering, receiving, assembling, and installing all products recommended as part of the design.

The Client is responsible for selecting, hiring, communicating with, scheduling, and paying any contractors, installers, tradespeople, delivery services, or other third-party service providers required to complete the project.

I do not supervise, direct, or control the work of contractors, installers, tradespeople, vendors, delivery personnel, or other third parties and am not responsible for their acts, omissions, workmanship, performance, delays, damages, fees, or failure to complete work as expected.

Before purchasing or installing any recommended item, the Client and/or the appropriate installer or professional is responsible for confirming that the item is suitable for the intended location and use, including verifying measurements, clearances, installation requirements, and site conditions.

Any agreement or transaction between the Client and a retailer, vendor, contractor, installer, or other third party is solely between the Client and that third party.

9. RENDERINGS, IMAGES & VISUAL REPRESENTATIONS

Design renderings, digital images, mood boards, floor plans, and other visual materials I provide are intended to illustrate the overall design concept and are for visual reference purposes only. Renderings and other visual representations are not exact photographs or guarantees of the final appearance of the completed space. Actual colors, textures, finishes, proportions, scale, lighting, furnishings, décor, and other details may vary from their appearance in digital or printed materials.

The Client understands that colors and finishes may appear differently depending upon computer or mobile device screens, display settings, lighting conditions, photography, printing, and other factors. When color or finish accuracy is important, the Client is encouraged to review physical samples or manufacturer information before purchasing or installation.

Product images incorporated into a design presentation or rendering may be used to communicate the intended design concept. The Client should refer to the applicable retailer or manufacturer for current product photographs, specifications, dimensions, colors, materials, and other product details before purchasing.

Measurements, layouts, furniture placement, and spatial representations shown in design materials are based upon information and measurements supplied by the Client. The Client is responsible for independently verifying, or having an appropriately qualified professional verify, all measurements, dimensions, clearances, site conditions, and product suitability before purchasing products, ordering custom items, or beginning installation or construction.

10. INTELLECTUAL PROPERTY & USE OF DESIGN MATERIALS

All design concepts, renderings, mood boards, layouts, presentations, drawings, product selections, sourcing materials, and other original design materials created by me remain my intellectual property, except for materials owned by third parties. Upon full payment of the Design Fee, the Client is granted a limited, non-exclusive, non-transferable license to use the final design materials I provide solely for the Client's personal use and for implementation of the project identified in this Agreement. The Client may share the design materials with contractors, installers, vendors, or other professionals as reasonably necessary to complete the Client's project. Such sharing does not transfer ownership of the design materials or grant those parties permission to reproduce or use the materials for other projects or commercial purposes.

The Client may not sell, resell, license, publish for commercial purposes, reproduce for another project, distribute for commercial use, or represent my original design materials as the work of another person or business without my prior written permission. Third-party photographs, product images, trademarks, retailer information, manufacturer materials, and other third-party content included in the design presentation remain the property of their respective owners and are used only as applicable to communicate or support the design recommendations.

11. PORTFOLIO USE, PHOTOGRAPHS & CLIENT PRIVACY

I may display or share my design work, including design renderings, mood boards, layouts, presentations, and other original design materials created for the project, for portfolio, website, social media, marketing, advertising, or other promotional purposes.

I will not publicly use photographs supplied by the Client that depict the Client's home or personal property for promotional or marketing purposes without the Client's permission.

When permission is granted, I may use approved photographs of the project, including before-and-after images, along with my own renderings or design materials, for portfolio and promotional purposes. I will not disclose the Client's full name, street address, contact information, or other personally identifying information in connection with such promotional use unless the Client separately authorizes such disclosure in writing.

Permission to use Client-supplied photographs for promotional purposes may be granted or declined below. Declining permission will not affect the design package provided to the Client.

PORTFOLIO PHOTOGRAPH PERMISSION

☐ YES — I authorize the use of photographs of my project for portfolio, website, social media, marketing, and promotional purposes as described above.

☐ NO — I do not authorize the use of photographs of my home or project for promotional or marketing purposes.

12. LIMITATION OF LIABILITY

I will use reasonable care in providing the virtual room design and style described in this Agreement. However, design recommendations are based upon information, photographs, measurements, preferences, and other materials supplied by the Client and upon information available from retailers, manufacturers, vendors, and other third parties.

To the extent permitted by applicable law, I will not be responsible for indirect, incidental, special, or consequential damages arising from the Client's implementation of the design recommendations or from products or services provided by retailers, manufacturers, contractors, installers, delivery services, or other third parties.

I am not responsible for damages, losses, costs, or delays resulting from inaccurate or incomplete information or measurements supplied by the Client; product defects or recalls; product unavailability or substitutions; price changes; shipping or delivery problems; installation or workmanship; contractor or vendor performance; or the Client's failure to verify measurements, specifications, site conditions, or product suitability before purchasing or installation.

To the extent permitted by applicable law, my total liability arising out of or relating to the design and style provided under this Agreement will not exceed the total Design Fees actually paid by the Client for the specific project giving rise to the claim.

Nothing in this Agreement is intended to exclude or limit any liability that cannot legally be excluded or limited under applicable law.

13. GOVERNING LAW, ENTIRE AGREEMENT & ELECTRONIC SIGNATURES

This Agreement shall be governed by and interpreted in accordance with the laws of the State of Illinois, except to the extent that applicable law requires otherwise.

This Agreement, together with the Client's selected package and any written project-specific terms agreed upon by the Client and I, constitutes the entire agreement between the parties concerning the virtual room design and style described herein and supersedes prior discussions, communications, representations, or understandings concerning the project.

Any modification to this Agreement or to the scope of the selected design package must be agreed upon in writing by both the Client and I. Written communications, including electronic communications, may be used to document approved project changes, additional services, or additional fees.

If any provision of this Agreement is determined to be invalid, unlawful, or unenforceable, the remaining provisions shall continue in effect to the fullest extent permitted by law.

The Client and I agree that this Agreement may be executed electronically. Electronic signatures and electronically transmitted copies of this Agreement may be treated as originals to the extent permitted by applicable law.

14. CLIENT ACKNOWLEDGMENT & ACCEPTANCE

The Client acknowledges that they have read and understand this Agreement and have had the opportunity to ask questions regarding the services, terms, and policies described herein.

By signing below, the Client agrees to the terms of this Agreement and authorizes the Designer to provide the virtual interior design services identified in this Agreement and the Client's selected service package.

The Client acknowledges that design recommendations, renderings, product selections, and other design materials are based upon the information provided by the Client and are subject to the terms and limitations described throughout this Agreement. The Client further acknowledges that the selected package, Design Fee, project scope, and included deliverables have been reviewed and accepted before design work begins.

CLIENT

Client Name: _____

Client State of Residence: _____

Client Signature: _____

Date: _____

DESIGNER PROVIDER

Name: _____

Business Name: _____

Signature: _____

Date: _____