



INTERIOS - EXTERIORS - FURNISHINGS - FINISHING - STAGING

## STANDARD DESIGN CONSULTANTCY AGREEMENT

### 1. ENGAGEMENT OF FIRM:

I, the undersigned **Client(s)**, hereby engage **ALANA STUDIOS OF DESIGN, LLC**, (hereafter "Firm") as my Design Consultant and do hereby authorize the Firm to act in my behalf with regard to the following project:

\_\_\_\_\_ (hereafter the "Project"). I agree that the terms of this Engagement Agreement shall continue and shall apply to all such additional services. In addition to the terms of this agreement, I agree to the additional terms and policies of employment which the Firm shall issue from time to time as a precondition of its continued employment, which terms and policies will be directed to me in writing. The Firm is empowered to take all steps with regard to the above matter which in its professional opinion it deems feasible within the confines of my assignment. Final decisions will always be my own. Project work will include consultations with Client(s) and vendors, site-visit times, research, travel and search times for components, assembly of Project portfolios, management and reviews, in addition to other necessary services to accomplish the Project.

### 2. COMPENSATION OF FIRM: I understand and agree as follows (**CHECK AND COMPLETE APPLICABLE TERMS BELOW**):

\_\_\_\_\_ **A. FLAT RATE:** The above project shall be conducted by the Firm for Client at the flat rate of \$\_\_\_\_\_. Change orders will be in addition to this rate at the below hourly rates and expense charges. The flat rate was established by estimating the time for the project at \_\_\_\_\_ hours. Time expended on the Project will be kept by Firm during the Project and if time exceeds these hours, it shall be finished at the additional charge added to this flat rate of the actual hours beyond this estimate. The rate per hour over this estimate will be \$\_\_\_\_\_ per hour.

\_\_\_\_\_ **B. HOURLY RATES:** The above project will be conducted by the Firm for Client as the hourly rate of \$\_\_\_\_\_.00 per hour until completed, plus expenses as set forth below.

**C. EXPENSES:** That as to any expenses incurred by Firm in the project or otherwise involved in this matter, these are in addition to the above rates, I will be responsible for paying such expenses before or at the time they are incurred either to the vendor of the cost or to the Firm, whichever Firm may direct. Firm does not advance larger hard costs and if it is required to do so it will be at cost plus 15%.

Taxes if applicable will be in addition to the above rates. Client may be requested to pay materials and services directly to the vendors thereof. Firm does not conduct general contracting services regulated by the Registrar of Contractors or which are under the jurisdiction of other regulators and all duties, contract or warranties form flow directly to Client and Firm is not liable for them.

**3. TIME FOR PAYMENT:** I agree and promise to pay the above charges upon statement therefore, all charges being deemed in arrears ten (10) calendar days thereafter, and the Firm may then, effective as of the date first due, assess a late payment charge equal to one and one-half percent (1 1/2%) of the monthly outstanding balance of the account or \$10.00 per month, whichever is greater. The Firm may at any time request a deposit of monies from Client to defray ongoing costs and the Client agrees to make them within ten (10) calendar days of request.

Materials or third-party labor charges or as security for the payment of charges. Client hereby agrees to deposit the sum of \$ \_\_\_\_\_ by \_\_\_\_\_, 2008, to commence this project.

**4. TOTAL FEES AND RESULTS:** Except for flat fee compensation plans, above, if applicable, the Firm makes no guarantees as to total charges. The Project is anticipated to start on or about \_\_\_\_\_, 200\_\_ and conclude on or about \_\_\_\_\_, 200\_\_. In all respects, the Firm will use best efforts to complete the project in a timely manner by these estimates but can make no guarantees.

**5. SITE:** The site where this project is to address, if any, is at the following physical place: \_\_\_\_\_  
\_\_\_\_\_. Firm takes no responsibility for delays due to inaccessibility or unpreparedness of the site. Firm takes no responsibility for the security of or casualty at the site or to project materials stored there or to workman or other vendors that come upon the site. Client will insure for the potential loss in a commercially reasonable amount and all uninsured losses shall be borne by Client.

**6. RESIGNATION; DISCHARGE:** The Firm may resign at any time or Client may discharge Firm at any time for good cause upon ten (10) days written notice. Upon any resignation or termination, Client will nevertheless owe accumulated fees and expenses above or, in the case of a flat fee, the percentage of completion of the project. Client shall have no claims against Firm unless and until payment as set forth in this paragraph is made to Firm.

**7. DISPUTE:** Any dispute regarding this agreement, the Project or otherwise between the parties shall first be submitted in the form of a written complaint to the opposing party, with a 30-day opportunity to cure or settle and, if not cured or settled, shall, at the election of Firm, either be adjudicated by civil court or by arbitration before the American Arbitration Association of Phoenix, Arizona. Attorney's fees and costs shall be awarded to the prevailing party in either court or arbitration, in addition to an award to the prevailing party of the fees of the forum. Firm's entire monetary liability is limited to the amount to then paid by Client to Firm. Claims must be initiated within one (1) year of the facts giving rise to the claim or they are barred.

**8. AUTHORITY:** The following person is and represents to be the rightful and duly empowered spokesperson for such person, persons, entity or the group as a whole, to whom all information may be exclusively reported by the Firm and from whom the Firm may exclusively receive all decisions and directions of the person, persons, entity or group and to whom all files, original documents and funds may be presented or refunded: \_\_\_\_\_  
(name) (address)

**9. PROPERTY:** Client understands that Firm retains artistic rights to all of its plans, specifications and design. In addition, Client grants Firm the right to reproduce images of the project (with or without attribution to Client, as Client may request) for use in Firm's promotional and education materials. Client will not sell, assign or reuse Firm's work at a site other than the original without permission in writing from Firm.

**10. GENERAL:** This agreement is the final agreement of the parties and supersedes all others. Change orders must be in writing. It binds and inures to the benefit of the persons composing an entity or persons and entities composing any party. No warranties are express or implied by Firm. Fully-executed copies of this agreement may be photocopied, faxed, e-mailed or otherwise duplicated or executed in separate counterparts with the same effect of being an assembled original.

**ALANA STUDIOS OF DESIGN, LLC**

**CLIENT(S) JOINTLY/SEVERALLY**

By: \_\_\_\_\_  
Authorized Agent

X \_\_\_\_\_  
X \_\_\_\_\_

"FIRM"

"CLIENT"