



April 12, 2023
Mr. and Mrs. Victor Chang
1274 Mossy Oak Lane
Bellaire, TX 77555

Dear Mr. and Mrs. Chang,

Thank you for trusting me ("Designer") with the design of the remodel of your kitchen and family room ("Project"). This letter is to confirm the services I will be providing for your residence at 1274 Mossy Oak Lane, Bellaire, TX 77555.

I. Scope of Services

A. Design Concept

- I. Measure and document as necessary the existing spaces, if blueprints are not available.
- II. Interview all household members to discover needs and preferences.
- III. Prepare preliminary furniture, appliance, flooring, wall covering, window treatments, and color selections.
- IV. Develop a preliminary floor plan.
- V. Develop a preliminary budget.
- VI. Reviewal of the above with you; will include any applicable selection samples and/or visual representations.

B. Design Development

- I. Finalize and prepare furniture, appliance, flooring, wall covering, window treatments, and color selections.
- II. Finalize dimensioned floor plan and any applicable kitchen elevation drawings for contractor installation.
- III. Finalize architectural finishes with drawings or specifications, as required.
- IV. Prepare final budget
- V. Present final specifications and any samples or visual representations for your approval

C. Purchasing

- I. All finish and furnishing selections will be procured through the Designer to ensure full implementation of approved design.
- II. Orders will be placed only upon client approval of finish and furnishing selections and payment of 90% of the total finish and furnishings package.
- III. All finish and furnishings will be priced as cost-plus 35% markup, not to exceed Manufacturer's Suggested Retail Price. Pricing does not include taxes, shipping / freight, or handling fees; these costs will be billed at actual costs.
- IV. The balance, including final payment for items plus all taxes, shipping / freight, and handling fees, will be due upon delivery.
- V. Finish and furnishing costs, along with the associated taxes, shipping / freight, and handling are separate from the Design Fee.
- VI. Due to recent volatile markets, pricing cannot be guaranteed but is accurate to the best of the Designer's knowledge at time of quote.
- VII. All items should be regarded as non-cancelable / non-returnable.
- VIII. In the event the client decides against an item and it is possible to cancel the order or return the item, a restocking / cancelation fee will apply.



2. Compensation
 - A. The Design Fee for the Scope of Services in this agreement are \$100 per hour, not to exceed \$5,000. Additional services that are outside this scope are subject to a new agreement.
 - B. Not included in the Design Fee are expenses for copies and prints, shipping, travel of more than 20 miles from Designer's office, and renderings and models. These costs will be billed at actual cost plus 10%.
 - C. A non-refundable retainer of \$100 shall be payable to the Designer upon approval of this agreement and prior to any work beginning. The retainer shall be applied to the first month's hours worked.
 - D. Services shall be invoiced monthly, via email, for actual hours worked and is due within 14 calendar days of invoice date.
 - E. There will be a 1% fee for each calendar week of late payment.
 - F. Acceptable methods of payment are:
 - I. Check payable to Alissa Roepke Interiors
 - II. E-payment by:
 - a. PayPal ("Alissa Roepke Interiors")
 - b. Venmo ("Alissa Roepke Interiors")
 - c. Zelle ("713-555-1234")
3. Designer Responsibility and Third-Party Interactions
 - A. Designs and drawings are representational only and are not intended to be used as construction or architectural documents.
 - B. The Designer does not accept responsibility for work done by third parties or for plumbing, electrical, and other mechanical systems that exist or may be affected by the Project.
 - C. The Designer is not responsible for the quality, timeliness, or interactions of any contractors nor work completed by others outside Alissa Roepke Interiors.
 - D. The Designer is not responsible for changes made to the Project by the client or any contractor without the Designer's prior approval.
 - E. The Designer is not responsible for any item the client purchases on their own.
 - F. The Designer is not responsible for schedule delays which are caused by other parties including, but not limited to, the client, contractors, vendors, and nature/Acts of God.
 - G. Any and all charges billed to the client by third parties are the responsibility of the client and are to be paid directly to the provider.
4. Photography and Publishing
 - A. The client/homeowner gives permission for the Designer, or the Designer's agent, to photograph the completed Project.
 - B. The Designer has permission to publish any and all concept, progress, and completion photographs without further consent.
 - C. The client agrees to make the space available for photography purposes.
5. Termination of Contract: If the Project is terminated for any reason, the client agrees to pay for all work, services, and products billed up to the point of notification. The client understands there may be some items that are not cancelable nor returnable that require payment in full.
6. Responsibilities of the Client
 - A. The client agrees to make decisions and give approvals in a timely manner. Approval/decision delays cause schedule delays and may result in additional charges.
 - B. If a delay is expected, the client agrees to communicate with the Designer as soon as possible.



- C. The client agrees to make the home reasonably accessible to the Designer and any and all contractors needed to complete the Project.
 - D. The client understands the peace, privacy, and cleanliness of the home will be disrupted for parts, if not all, of the time required to complete the Project.
 - E. The client is responsible for all contractor selection, communication, management, and payment. In addition, the client, or their agent, is responsible for all permitting and jurisdiction approvals.
7. Assignment and Delegation
- A. If either the Designer or the client becomes unable to finish the Project, either party may assign or delegate their responsibilities to a third party.
 - B. Notification of the intent to assign or delegate must be in writing and approved by both parties.
8. Ownership of documents
- A. All drawings, specifications, and design-related documents are the property of the Designer and are for the sole purpose of the completion of the stated Project by the Designer.
 - B. Drawings, specifications, and design documents may not be used, copied, or transferred without prior approval from the Designer.
9. Contract Time Frame: In order to complete the Project as discussed, this Letter of Agreement should be signed and returned to the Designer no later than 14 calendar days from the date of issuance.
10. Matters of Arbitration
- A. In the case of an unresolvable dispute, the claim shall be settled by arbitration in the state of Texas.
 - B. Arbitration shall be in accordance with the American Arbitration Association.
 - C. Both parties agree that the arbiter's decision is final and binding.
11. Mutual Understanding and Legality
- A. This Agreement is the full and complete understanding of the Project terms and conditions by both the Designer and client.
 - B. Any changes to this Agreement must be made in writing and signed by both parties.
 - C. This Agreement is in accordance with and subject to the laws of the state of Texas.

We will be happy to begin work on your Project as soon as we receive this Agreement signed by both of you along with either a check or e-payment of the retainer. Thank you for the opportunity to work with you on the remodel of your kitchen and family room.

Sincerely,
Alissa Roepke Interiors

(Alissa Roepke, Owner)

Victor Chang

Maria Chang

(Date)

(Date)