

DESIGN SERVICE AGREEMENT

Basic Terms*

Project Description: _____

Design Consultant: AMAZING SPACES, LLC, with an address at
30 Fountain Road, Briarcliff Manor, NY 10510
Attention: Mr. Jason Landau
Telephone: (914) 239-3725 Fax: (914) 560-4067

Client: Name: _____
with an address at _____

Home: _____ Fax: _____
Work (his): _____ Work (hers): _____
Cell (his): _____ Cell (hers): _____
Email (his): _____
Email (hers): _____

Delivery Address for Project: _____

Agreement Date: _____

Contract Price: \$ _____ Fee for Design Concept Drawings
\$ _____ Sales Tax (_____ %)
\$ _____ Total (Payable upon signing this agreement)

Reimbursable Expenses: Billed at 100%, payable upon receipt of Design Consultant's invoice
therefore. Reimbursements shall include extra copies of Design
Concept Drawings and/or Computer Engineered Drawings (\$4.00 per
page, material samples, shipping and/or postal services.)

*The Basic Terms of this Agreement are subject to the provisions of the General Terms and Conditions attached
hereto and incorporated herein. The Basic Terms and General Terms and Conditions shall be referred to together as
the "Agreement".

Scope of Services
Exhibit A

A. Design Concept Services:

1. During this phase of the project, Design Consultant shall:

- 1.1 Conduct meetings with the Client to review the requirements of the Project.
- 1.2 Take field measurements for the Project.
- 1.3 Prepare and deliver Initial Design Concept Drawings – these are presented as floor plans and may include more than one concept where applicable. The Client may request the Design Consultant to develop up to two alternative floor plans at no additional fee.
- 1.4 Meet with Contractors as necessary to determine construction budget (copies of Initial Design Concept Sketches are billed at \$4.00 per page).
- 1.5 Prepare and deliver one set of Final Design Concept Drawings – this set includes one floor plan chosen by Client (from the Initial Design Concept Drawings) along with corresponding elevations of each wall where cabinetry is indicated. Client may request the Design Consultant to develop up to one alternative for each elevation at no additional fee.
- 1.6 Prepare and deliver Materials Estimate for cabinetry and countertops.
- 1.7 Upon acceptance by the Client of the Final Design Concept Drawings (as evidenced by their initials on said drawings) the Client at their sole option may engage the Design Consultant to prepare and deliver one set of Computer Engineered Drawings (these will include a measured floor plan along with corresponding measured elevations of each wall where cabinetry is indicated) for an additional fee. This fee (less sales tax) will be applied in full to the price of cabinetry purchased from Amazing Spaces LLC.

\$ _____ Fee for Computer Engineered Drawings
\$ _____ Sales Tax (_____ %)
\$ _____ Total (Payable in advance)

1.8 Extra copies of the Computer Engineered Drawings (see 1.7), including those printed for contractor bids, will be billed at a rate of \$4.00 per page.

2. Limitations:

- 2.1 The Client will be fully responsible for approving the Final Design Concept Drawings and/or the Computer Engineered Drawings to be provided to third parties for the ordering of materials or performance of work for the Project.
- 2.2 The Client and/or the Client’s representatives are responsible for determining whether any filing is required with the local town building department in connection with the services to be performed in this agreement and, if so making such filing and paying any associated costs or fees. Furthermore the Design Consultant cannot be held responsible for any penalties, delays, and or fines that may arise should the Client choose not to file with the local town building department.
- 2.3 Design Consultant will not be responsible for third parties inability to fulfill the requirements of the Final Design Concept Drawings and/or the Computer Engineered Drawings.
- 2.4 Design Consultant will not be responsible for errors or problems with the Final Design Concept Drawings and/or the Computer Engineered Drawings due to:
 - The quality of the materials selected and/or used by Client or third parties
 - Changes in site conditions caused by anyone other than Design Consultant
 - Inaccurate information supplied by or on behalf of Client

2.5 Should the client decide on a significant redesign of the kitchen after the Final Design Concept Drawings have been delivered an additional fee of \$1,500 (plus applicable tax) will be charged for each new set of Final Design Concept Drawings executed and delivered.

3. Miscellaneous:

Should the Design Concept require the services of any other Design Professional (such as an Architect or Engineer), such Professional shall be engaged directly by the Client pursuant to a separate Agreement as may be mutually acceptable to the Client and such other Design Professional.

Optional Services

Purchasing Services:

Client may, in its sole discretion, choose to purchase the Cabinetry for the Project directly from Design Consultant under separate agreement - "Purchase Agreement". If Client elects to enter into such Purchase Agreement for the Cabinetry and other Kitchen & Bathroom Materials, the following conditions will apply:

1. If necessary, Design Consultant will order one door sample for Client's approval. Additional door samples will be charged at a cost of \$250 each (custom colors require an additional \$100 per sample) and executed on an Additional Work Authorization. All door samples remain the property of Design Consultant.
2. Design Consultant will arrange and execute the Purchase Agreement at the Client's request.
3. For Kitchen Projects only - Design Consultant agrees to apply \$2,500 of the fee for the Design Concept Drawings and the full amount of the \$1,500 fee for the Computer Engineered Drawings to the Purchase Agreement Contract Price.
4. The respective rights of Client and Design Consultant relating to the purchase of materials under the Purchase Agreement shall be exclusively governed by the terms thereof.
5. Design Consultant will extend his professional discount for all Kitchen & Bathroom Materials (other than cabinetry supplied by Amazing Spaces LLC) jointly selected with the client and/or purchased from Design Consultant's Vendors and in return Client shall pay Design Consultant a commission of 10% upon the invoiced amount for Kitchen Materials (countertops including installation, flooring, backsplash, decorative hardware, lighting, plumbing fixtures, etc) and 20% for Bathroom Materials. This commission extends to internet purchases made directly by client where Design Consultant has made selections or given input. The Design Consultant shall not be held financially responsible for any defects in the workmanship or quality for Kitchen & Bathroom Material purchases described above (other than cabinetry supplied by Amazing Spaces LLC).

General Terms and Conditions

1. **Services:** Client hereby engages Design Consultant to perform the services described on Exhibit A attached hereto subject to the limitations provided therein.
2. **Delays:** Design Consultant will not be liable to Client for any delay in commencing or completing the Services caused by Client, third parties, or any other matters not within the control of Design Consultant.

3. **Changes in Services:** This Agreement and the Contact Price are based on the Services described above. No changes or modifications to the Services shall be effective unless made in writing and signed by Client and Design Consultant (“Changes”). All costs attributable to Changes shall be paid by Client upon receipt of Design Consultants invoice therefore.
4. **Ownership And Use Of Documents:** All documents prepared by Design Consultant are Instruments of Service for use exclusively with respect to this Project. The Design Consultant shall be deemed the author and owner of the Instruments of Service and shall retain all common law, statutory, and other reserved rights, including copyrights with respect thereto. Design Consultant grants Client a non-exclusive license to use the Instruments of Service for the completion of the Project conditioned upon Client paying Design Consultant in full for the Services.
5. **Indemnification:** Client shall indemnify, defend and hold harmless Design Consultant for any and all claims, loss, damage, liability, cost or expense (including reasonable attorneys’ fees) (collectively, “Liabilities”) arising from this Agreement or the Services except for Liabilities which are caused by the gross negligence or willful misconduct of Design Consultant. The provisions of this section shall survive the termination of this Agreement.
6. **Exculpation:** Design Consultant shall have no liability to Client under this Agreement except for the gross negligence or willful misconduct by Design Consultant which liability shall in all cases be limited to the fees paid hereunder. Notwithstanding anything in this Agreement to the contrary, no assets of any member of Design Consultant shall be subject to levy, execution, or other judicial process for the satisfaction of Client’s claims hereunder.
7. **Disputes:** Any dispute or controversy relating to this Agreement or the performance of the Services shall be determined by arbitration in the State of New York in accordance with the commercial arbitration rules of the American Arbitration Association then in effect, and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The prevailing party to such action shall be entitled to recover from the other party all costs and expenses incurred in connection therewith, including but not limited to arbitration fees, collection costs, and reasonable attorney’s fees.
8. **Default Interest:** Amounts due and unpaid under this Agreement shall bear interest from the date payment was due at the highest legal rate prevailing from time to time at the place where the project is located.
9. **Agreement:** This Agreement embodies the entire agreement between Design Consultant and Client with respect to the subject matter hereof, and there have been and are no representations or agreements made other than those provided herein. This Agreement may only be amended, supplemented or modified by a written instrument executed by Client and Design Consultant. If any term, covenant or condition of this Agreement is held to be invalid, illegal or unenforceable in any respect, this Agreement shall be construed without such provision.
10. **Joint Liability:** In the event that there are two or more Clients, this Agreement will be jointly and severally binding on each of them.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

CLIENT:

DESIGN CONSULTANT:

By: _____
 Name: _____
 Date: _____

By: _____
 Name: Jason Landau
 Title: Owner
 Date: _____

By: _____
 Name: _____
 Date: _____