

Letter of Understanding

This Letter of Understanding (the "Agreement") outlines the mutual expectations and responsibilities between Boise Interiors, LLC (the "Designer") and _____ (the "Client") concerning interior design services for the Client's home located at _____ (the "Project"). This Agreement serves to familiarize the Client with the Designer's process and address frequently asked questions. We encourage an open discussion regarding any points within this Agreement that require clarification or further detail.

1. Scope of Services

- The Designer shall provide interior furnishing specifications, which may encompass coloration, fabrics, lighting, and furniture selections as required by the Project.
- Exclusions: The Designer's services do not include contractor services, landscape design, or architecture.
- Consultation: The Designer may consult with other professionals, including but not limited to, lighting consultants, landscape architects, and architects, to achieve the Project's goals.
- Project Deadlines: The Client acknowledges that Project timelines and deadlines are subject to the availability and performance of third-party vendors and the fluctuating nature of the marketplace.

2. Collaborative Approach

Boise Interiors LLC is dedicated to creating a comfortable, enjoyable, and transparent design experience. Open communication and honest feedback from the Client are essential for a successful collaboration.

3. Compensation and Payment Terms

Initial Consultation & Design Services Retainer: The Client agrees to pay the Designer a non-refundable fee of \$500.00, which reserves up to four (4) hours of design services. This fee includes the initial meeting, typically lasting two hours.

Concept Presentation: Following the initial meeting, the Designer will present Concept Boards reflecting the discussed design concepts and/or a proposed plan of action. We will also identify any necessary contractors (e.g., general contractors, tile specialists, electricians, painters) at this stage.

- Hourly Design Services: Depending on the Project's scope, an additional retainer for hourly design services (\$150.00 per hour) will be calculated and collected.
- Invoicing: The Client will receive a monthly invoice detailing the services performed. Should the retainer be fully utilized before Project completion, additional funds will be required from the Client.



Travel Fees: An additional time charge will apply for Project locations situated more than 30 minutes away from the Designer's primary business location.

For out-of-town projects, Designer will charge a flat fee which will vary based on the scope of the project.

4. Payment Policy

- For all furniture and other product purchases: To secure your order, payment is due in full upon receipt of your invoice. Please be aware that inventory and pricing can change quickly. We cannot place your order until payment is received, and any delay may impact the availability or cost of item(s).
- For design services and local accessory purchases (e.g., pillows, art, etc.): Payment will be taken from the retainer.
- Late payments: Invoices that are more than 30 days past due will be subject to a 10% late fee per month on the outstanding balance. All ongoing work will be paused until the invoice is paid in full.

Payment methods:

- ACH Payments (Preferred): To help offset credit card fees, we encourage payments via ACH, which incur a lower processing fee of 1.1% of the total amount.
- Credit Cards: A processing fee of 2.9% + \$0.30 will be applied to all credit card payments.
- Check: Payments can be made by check, payable to Boise Interiors LLC. You may give the check to designer at appointment, or mail your check to the following address:

*Boise Interiors LLC
c/o Rosalie Jovanna DeStefano
5174 S. Willandra Way
Boise, ID 83709*

5. Purchasing and Discounts

- Client Authorization: The Designer will use a system that requires the Client's explicit authorization for all purchases.
- Review Process: The Designer will create a mood board and a formal quote for each project room. The Client must then access their client portal to either accept or reject each item.
- Payment and Purchase Orders: Upon the Client's approval of a quote, an invoice will be issued. Full payment of this invoice is required before the Designer can issue any purchase orders.
- Delivery and Installation: The Designer will arrange for the delivery and installation of all furnishings and items purchased on behalf of the Client.



- Trade Discounts: All available Designer trade discounts will be passed on to the Client, serving to offset design fees.
- Direct Purchases: When deemed practical by the Designer, product specifications may be provided to the Client for direct purchase from the vendor. The Client assumes all responsibility for any items purchased directly.

6. Delivery Services

- Standard vs. White Glove: The Client acknowledges that most online vendors provide only standard "to-the-door" delivery. "White Glove" service, which includes inside delivery and setup, is an additional cost.
- Final Mile Delivery: The Designer may utilize a local "Final Mile Delivery Service" to provide Clients with greater control over delivery scheduling. The Client is responsible for this additional cost.

7. Refunds & Cancellations

All sales are final. Once an item is purchased or an order is placed, it cannot be returned or canceled, except at the Designer's sole discretion. Custom-made or custom-ordered items are non-refundable and non-cancellable under any circumstances.

8. Reimbursable Expenses

Client shall reimburse Designer for all out-of-pocket expenses incurred in connection with the Project. These expenses include, but are not limited to, the costs of renderings, drafting services, postage, shipping and handling, freight, delivery, and storage. For projects located outside the local area, Client shall also reimburse Designer and necessary staff for all costs related to travel, lodging, and meals.

9. Drawings

The Designer's drawings are conceptual in nature and establish the design intent; they are not intended for architectural or engineering purposes. The Designer is not a licensed architect or engineer, and the Designer's services do not include modifications to structural, HVAC, plumbing, electrical, or other mechanical systems. The Designer shall not be responsible for issues arising from the accuracy of information or measurements provided by the Client or third parties. The Project drawings and documents are for the sole use of the Designer in completing the Project as defined in this agreement and cannot be used by the Client for any other purpose without the Designer's express written consent.



10. Independent Contractors & Consultants

The Designer serves as a design consultant only and does not perform or supervise construction, installation, or other contracting services. If the Project requires work by contractors, tradespeople, or other consultants, a list of recommended professionals can be provided, but the Client shall contract directly with those third-party providers. The Designer shall not be responsible or liable for any aspect of their work, including workmanship, performance, schedules, or the quality of materials. The Designer will provide a general review of the work for conformity with the design concept but assumes no responsibility for direct supervision or job-site safety.

11. Permits and Approvals

The Client shall be responsible for obtaining, paying for, and complying with all permits, licenses, easements, and approvals required by any local, state, or federal governmental authority for the Project. The Designer's role is not that of a general contractor, architect, or engineer. The Designer is not responsible for any delays or additional costs incurred by the Client due to permitting issues or a governmental agency's requirements.

12. Insurance and Limitation of Liability

- The Designer shall maintain professional liability (Errors and Omissions) and commercial general liability insurance during the term of this agreement. The Designer will provide proof of insurance coverage upon written request from the Client. The Client agrees that the Designer's liability is limited to the extent covered by these insurance policies.
- The Designer is not responsible for the performance, quality, or timely completion of work by third-party contractors, vendors, or tradespeople hired directly by the Client. The Designer's liability for any and all claims arising from this agreement shall not exceed the total amount of fees paid to the Designer by the Client."

13. Intellectual Property and Ownership of Designs

The Designer shall retain all intellectual property rights, including copyrights, to the design concepts, drawings, renderings, specifications, samples, and all other materials prepared by the Designer for the Project. The Client is purchasing a non-exclusive license to use these designs solely for the purpose of executing the Project at the specified location. The Client shall not use, reproduce, or share the Designer's intellectual property for any other purpose, including but not limited to, additions, alterations, or replication of the design in any other location, without the Designer's explicit written permission. Unauthorized use of the design by the Client or any third party may result in legal action."



14. Photographs & Publicity

The Client hereby grants Designer and its representatives an irrevocable, non-exclusive license to photograph the Project, including all design elements, furnishings, and details. This license shall be perpetual and allows for the unrestricted use of such photographs for the Designer's business purposes, including, without not limited to, marketing, advertising, press, and portfolio display. Designer will obtain prior written consent from Client before disclosing Client's identity or Project location. All photography and related costs shall be the Designer's expense. Designer shall be granted professional credit as the interior designer for any images of the Project published publicly by the Client or their agents.

15. Dispute Resolution

Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled by binding arbitration administered by a mutually agreed-upon arbitration institution, such as the American Arbitration Association (AAA), in accordance with its Commercial Arbitration Rules. The arbitration shall take place in Ada County, Idaho. The parties agree that each will bear its own attorneys' fees, costs, and expenses in connection with any arbitration proceeding. This Agreement is governed by the laws of the State of Idaho.

16. Modification of Terms

This Agreement constitutes the entire understanding between the parties and supersedes all prior discussions, agreements, or representations. No waiver, modification, or amendment of any provision of this Agreement shall be effective unless it is in writing and signed by both parties. No waiver of any term or condition of this Agreement or any breach thereof shall be deemed a waiver of any other term or condition or any subsequent breach.

17. Termination of Agreement

- **Written Notice:** This Agreement may be terminated by either the Client or the Designer upon providing thirty (30) days' written notice to the other party.
- **Payment Upon Termination:** In the event of termination, the Client shall be responsible for all unpaid hourly fees and reimbursable expenses accrued up to the effective date of termination. Any projects in progress at the time of termination, including proposals and orders already placed, will be completed by the Designer and delivered to the Client, with the Client being liable for payment at the agreed-upon hourly rate.
- **Refunds:** If a balance remains in the Client's account after all outstanding fees and expenses have been paid, the remaining amount will be refunded to the Client.
- **Non-Disparagement:** The Client and Designer mutually agree not to engage in any conduct or communication that is intended to, or would reasonably be expected to,



disparage or damage the reputation or goodwill of the other party. This obligation shall survive the termination of this Agreement.

FAQS & Policies

1. **CAN I SHOP ON MY OWN?** Our design process is built on a close collaboration to create a complete and custom vision for your space. We kindly request that you wait to purchase items until you receive your detailed Specification document. This ensures that every piece is carefully vetted for quality and compatibility, resulting in a beautifully coordinated and lasting design.
2. **WHAT ADDITIONAL COSTS CAN I EXPECT?** I do my best to give you a full cost outlook of each item, but additional costs such as storage, shipping, installation, or unexpected labor do occasionally happen.
3. **DO YOU WORK WITH CONTRACTORS?** I work with the contractors hired by the client. I love working with other design professionals to create your custom space. I prefer to use professionals that I have worked with on previous projects and can provide recommendations when necessary. BI does not provide contractor services; so independent architects and contractors hired by the client are an integral part of the process.
4. **HOW LONG DO PROJECTS NORMALLY LAST?** This depends on the scope of the project and what is purchased. Occasionally there are delays caused by weather, vendor vacations, factory errors, and other unpredictable influences, that are out of my control. The client as well as all professionals hired to work on the project are expected to not cause unreasonable delays in the project.
5. **HOW DO I PLACE AN ORDER?** Once you receive a Proposal you have 3 days to either accept or decline the item. For acceptance, a signed copy of the proposal or approval on Studio Projects along with full payment is required to place an order. No item will be ordered by Designer until Designer receives signed proposal and full payment.
6. **CAN I CHANGE MY MIND AFTER AN ORDER IS PLACED?** Refer back to Section 7 of the Letter of Understanding.
7. **WHEN ARE PAYMENTS DUE?** Proposals are due with payment within 3 days. Invoices for time billing and reimbursable expenses are due within 14 days. Invoices more than 30 days past due will accrue a 10% late fee per month and all work will cease until invoice is paid.
8. **WHAT IF I DECIDE MID-PROJECT I WANT TO ADD MORE TO THE SCOPE?** Since I work hourly, increasing the scope is not a problem.
9. **WHAT IF I HAVE CONCERNS ABOUT AN ITEM?** Please bring this to my attention immediately and we will discuss your concerns and if necessary, find a more desirable solution. The decision about what is purchased and installed in your home is ultimately yours.
10. **WHAT ABOUT BUDGET?** We can work within your budget, whether you are looking for a completely custom masterpiece or more along the lines of Pottery Barn or a mix of the two. Having a budget is very important for the project to run smoothly and for your expectations to be met.



11. WHAT IS THE DIFFERENCE BETWEEN A SPECIFICATION & PROPOSAL? A Specification is a document that I provide the details for you to purchase an item yourself. You will pay the vendor directly. A Proposal is a document where I am requesting payment for items so that I can purchase the item on your behalf. Proposals are payable via Boise Interiors Client portal.

12. HOW ARE ITEMS DELIVERED? We have items delivered to your location; we do this to save you money.

Acknowledgment and Agreement: The undersigned has read, understands, and agrees to the policies outlined in this Letter of Understanding and the FAQs & Policies.

We have agreed to proceed with the Project described in the Project Scope. Both parties have digitally executed this Agreement.

