

# **NISARGA DESIGNS**

## **Letter of Agreement**



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**Date:**

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*Dear Client,*

*It was a pleasure meeting with you on \_\_\_\_\_ to finalize your design project. This letter of agreement outlines the services, fees, and other responsibilities of Nisarga Designs. My understanding of your project is to provide you with \_\_\_\_\_*

*\_\_\_\_\_ Per your specification, \_\_\_\_\_*  
*\_\_\_\_\_ are included. The upper limit of your budget is \$ \_\_\_\_\_ As outlined below, my responsibilities to you as my client are as follows:*

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### **Proposed Re-Decoration information by room:**

*Scope of service (to be filled in by decorator):*

General consultation

Colour consultation

Wall coverings

Window treatments

Lighting

Furniture

Accessories

Flooring

Keeper decor items

Delivery & setup supervision

Coordination with contractors

### **Room information (to be filled in by Decorator):**

Living room:

**Dining room:**

**Kitchen:**

**Family room:**

**Master room/  
Ensuite:**

**2nd bedroom/  
Ensuite:**

**Powder room:**

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### **Compensation:**

The client agrees to pay the decorators a fee of \$\_\_\_\_\_ for services rendered. The total of this comes to \$\_\_\_\_\_ with HST. Upon signing of this agreement, a 50% deposit of \$\_\_\_\_\_ has to be paid. The remaining amount of \$\_\_\_\_\_ is due at the time of project completion.

### **Payment for products:**

The client agrees to pay 50% of the total budget which is \$\_\_\_\_\_ today, to order products. The remaining amount will be invoiced in 2 weeks & this amount will be due within 15 days from receipt of the invoice. The total cost may not exceed the budget of \$\_\_\_\_\_

Please sign & date this agreement along with a payment for \$\_\_\_\_\_ so that we can proceed with completing the decorating project for your home.

### **Client (Date & Sign):**

Date: \_\_\_\_\_

Sign: \_\_\_\_\_

### **Pallavi Ram (Date & Sign):**

Date: \_\_\_\_\_

Sign: \_\_\_\_\_

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## **General Terms & Conditions**

### Article 1: Execution of assignment/ Use of design

1. The Interior Decorators shall carry out the assignment to the best of his knowledge and capabilities, with due regard to the applicable legislation with the client providing all information available to him/her, which is required for the execution of the assignment.
2. The client shall not contact third parties without preceding talks with the Interior Decorators.
3. The client is not allowed to repeat the executed design without prior consent & settlement of payment obligations with the Interior Decorators.

### Article 2: Costs of advice/Warranty

1. The parties lay down in the agreement the costs of advice, i.e. the fee, the supervision costs and the extra costs that have been previously agreed to by both parties.
2. Prices of goods & sub-contractor fees are subject to change without notice.
3. Manufacturer's Warranty only – no extended warranties are provided by Nisarga Designs or Decorating Vision.

### Article 3: Payment

1. 50% deposit is required for purchase orders to be submitted on behalf of the client. The remaining amount is due within 30 days after the date that the invoice was sent, unless otherwise stated. Any deposits required by the manufacturer or third parties will be billed to the customer and are due upon receipt.
2. 1.5% monthly charged on overdue accounts (18% annual rate).
3. Freight charges & HST are over and above the prices quoted.
4. Service & consultation invoice payments are due in full at the end of consultation.

### Article 4: Premature ending of assignment

1. The client can terminate the assignment at all times subject to non-refundable payments made to that date.

Article 5: Disputes

1. It is the customer's responsibility to ensure that they have received the proper design, color, make and model that they ordered.
2. Claims for errors on goods must be made within 7 days of receipt of goods. No returns are accepted once packages have been opened.
3. Returns maybe charged re-stocking fee by the company, which the Decorators shall pass on to the client.
4. Goods remain the property of Nisarga Designs & Decorating Vision until the account is paid in full.
5. Differences of opinion between client and Interior Decorators shall be resolved as much as possible in an amicable way.