



DESIGN SERVICE AGREEMENT

This Design Service Agreement constitutes a contract between the individual(s) identified in the Client Information section below and Carlton Lee Studios.

Project Name	Event Date
Client Name	Project Address
Phone	Email

The Client & Carlton Lee Studios agrees as follows:

I. Design Services

General Description of Service. The specific services to be provided by Carlton Lee Studios, if different from the below list of general services, will be detailed in writing between the Client and Carlton Lee Studios prior to engagement. These services may include, but are not limited to:

a) Programming & Schematic Design. Programming will include assessing the existing site or venue, reviewing and conducting research with the Client, identifying the needs and goals of the Client, and an evaluation of event resources and limitations, if any. During this phase all goals need to be understood between the Client and Carlton Lee Studios in order to execute the event successfully.

b) Conceptual Drawings. Carlton Lee Studios, when necessary or requested, will provide floor plans, models/ renderings, and/or illustrations to convey the design concepts to the Client. Concepts include, but are not limited to, spatial layouts, furnishings, decor, arrangements, and custom built components. Each client has the opportunity to make 2 complimentary revisions after the initial proposed design. An hourly fee will be added for any additional changes.

c) Merchandise Specification. Furnishings, building materials, and other accessories are an integral part of the design process. Carlton Lee Studios will work closely with the Client in narrowing the selections based on the Client's designed scheme. Carlton Lee Studios will assist in the selection of the appropriate items and selecting textiles, florals, furnishings, props, and accessories that appropriately compliments the overall design. The purchasing or renting of previously stated items can be purchased via local dealers or online.

Design Disclaimer. Carlton Lee Studios cannot be held responsible for designs that may later be found undesirable or cause future inconvenience. The Client understands that all designs provided by Carlton Lee Studios may represent the opinion and taste of the designer as interpreted from the Client's goals.

Ownership of Designs. All concepts, drawings, specifications, and other proprietary rights applicable prepared by Carlton Lee Studios, remain the property of Carlton Lee Studios. All drawings provided are for the nature of conveying the design intent only, unless discussed with the Client otherwise. Provided documents may not be used for any purpose other than the event at hand. Client may not review designs with any outside vendor or designer without an agreement between the Client and Carlton Lee Studios.

II. Purchasing of Service

Payment. The Client agrees to pay Carlton Lee Studios \$600 deposit to secure services and/or event date, unless amended in writing. This deposit will be applied to the final invoice balance & is non-refundable if Client chooses not to contract Carlton Lee Studios. This fee is to be paid initially to cover all preliminary design work, proposals, and research. Once final budget is rendered, a 50% deposit is required to cover any preliminary labor and materials. The final invoice will include the remaining 50% & any unpaid balances or adjustments. Additional payments of the remaining balance can be made at anytime, but must be paid in full 30 days prior to event. Balances for any additional services within the 30 day window must be paid at time of request. All payments can be made via credit card (subject to 2.9% processing fee) or certified check.

Late/ Failed Payments. Any amount not paid to Carlton Lee Studios under this agreement may result in termination of services without refund and risk being submitted to third party collections. Final payments not made prior to given deadline, may result in Carlton Lee Studios not arriving and installing final design plans. In all matters of cancellation, date changes, or unforeseen circumstances on the clients behalf, consideration for a refund will be at the sole discretion of Carlton Lee Studios under the assessment of services rendered to date (including communications, research & planning time, scheduling, and booking inquiries turned away for other events and projects).

Estimates/ Quotes. All quotes are drafted to inform the Client of the potential cost of the Design project. Final fees and expenses shall be shown when invoice is rendered. The fees and expenses shown are minimum estimates only unless the quote and/or invoice is clearly marked *Final Quote*.

III. Additional Terms & Conditions

Date Changes & Availability. The Client must assume that all additions, changes in content and date, or process changes requested by the Client, will alter the time and cost. Carlton Lee Studios does not guarantee availability for date changes and postponements. If available, all deposits and payments will be transferred to the revised date. If unavailable, deposits are considered non-refundable. Any exceptions will be at the discretion of Carlton Lee Studios. It is the the Client's responsibility to express the changes to Carlton Lee Studios if wished to stay within agreed deadline.

Expenses. All expenses, arising from provided services, shall be placed by Carlton Lee Studios. Payments for materials and/ or rentals shall be made through Carlton Lee Studios directly or if applicable, directly through the Client. All expenses arising from the provided services, including but not limited to furnishings, rentals, accessories, samples and or all other materials needed for the event. Carlton Lee Studios will document and invoice all purchases made during the duration of the planning phase. No orders will be placed until the 50% deposit has been paid by the Client.

All expenses and contingencies, based on the proposed designs between the Client & Carlton Lee Studios, are included in the final budget. The contingency expense covers any labor overages, additional materials, & unforeseen costs. If client decides to add additional design components outside of the proposed budget, the Client is responsible for all additional costs that come with added components & will be billed accordingly.

Travel. In the case of an out-of-town event (60 miles outside of Atlanta city limits) Carlton Lee Studios reserves the right to charge additional travel fees that will include transportation and per diem for all team members. For events that are 2 or more hours in distance, provided room and board will be required for all team members assisting in the event. This cost can be included in the budget on Carlton Lee Studio's behalf or be taken care of directly through the client.

Cancellation. In the event of a cancellation, the Client must give a 30 day written/ documented notice prior to scheduled event and shall remain liable for all outstanding balances owed to Carlton Lee Studios. The client has 14 days to pay in full for any remaining balances owed. Third Party cancellations are not accepted, including authorized third party members. Deposits are non-refundable or transferable in the situation of a cancellation. The Designer shall retain ownership of all copyrights, designs, floor plans, renderings, and all other documents created by Carlton Lee Studios for the event.

Third Party Involvement . Written authorization is required to approve third party communications that may result in service or décor adjustments outlined in the invoice. Decisions made by authorized third party members may be considered "approved by client" without direct communication or review with the Client. Written authorization renders all disputes regarding decisions made by third party members, and the implementation of those requests by Carlton Lee Studios, null and void.

Damage & Third Party Rentals. The Client is accountable for all damage and/or replacement costs of décor, props, and accessories used to style an event or display that may arise due to event activities and/or guest participation. Damage or replacement costs of Carlton Lee Studios inventory is assessed and invoiced within 7 days following the event. Damaged or missing items of third party property due to guest involvement or event activities will result in replacement or maintenance costs. Maintenance or replacement costs billed to Carlton Lee Studios by third party rental or décor companies will be invoiced to the client and copies directly emailed for review.

Weather & Site Clause. Carlton Lee Studios is not responsible for design changes or the inability to execute design plans due to weather and/or site restrictions. Design plans may be adjusted the day of installation due to weather and/or site concerns and may result in added expenses. A Client with an outdoor venue is recommended to have a back-up plan; rain, storms, wind, extreme temperatures all can affect design plans. Carlton Lee Studios cannot be held accountable for decor disruption due to weather conditions. Carlton Lee Studios will communicate with venue, where applicable, for specific questions regarding installation and design plans, however it is the clients responsibility to ensure Carlton Lee Studios is aware of any site restrictions in regards to decor, installation, and access. Any restrictions not documented in email/written form will absolve Carlton Lee Studios from all accountability including unexpected venue fees.

Day of Coordination. Carlton Lee Studios reserves the right to execute any day-of coordination and/or event management services outlined in its packages, quotes, or invoices - however in most cases, a partnering vendor or company will be sub-contracted. In this case, the services will be included as outlined in the package on the clients invoice, and all payments for the coordination service will be handled by Carlton Lee Studios. Additional services requested of the Coordinator will result in additional charges. The name of the sub-contracted company will be shared with the Client and introductions will be made if needed. When and where possible, Carlton Lee Studios will participate in person-to-person meetings between the Coordinator and the Client. All outlines, agreements, contracts, and services provided by a sub-contracted Day-Of Coordinator will apply to the Client, and will absolve Carlton Lee Studios from any potential conflict, communication issues, or concerns. In the situation of involving day-of coordination services, communication will be handled by the sub-contracted Coordinator. Carlton Lee Studios will remain a third party to assist both the Client and the Coordinator as required. It is the

Client's responsibility to ensure Carlton Lee Studios is up-to-date on changes, communications, and information shared with the Coordinator as it applies to design plan.

Vendor Meals. If Carlton Lee Studios works 6 hours or more consecutively on the day of event, the Client is responsible for providing a meal to all Carlton Lee Studio team members. The fee per team member is \$15.00. This total cost will be determined based on the number of team members executing on the day of the event.

Disputes Resolution & Jurisdiction. Any controversy or claim arising out of or relating to this Agreement, or breach thereof, shall be decided by litigation in the Court of Dekalb County. The laws of the State of Georgia shall govern this Agreement. In the event Carlton Lee Studios hires an attorney to enforce any right under this Agreement, the Client shall reimburse Carlton Lee Studios for all such attorney fees and expenses, regardless of whether or not a suit is filed.

Rights Reserved. *Carlton Lee Studios reserves the right to...*

- a) Request guests, friends, and/or family be excused from the site or held at bay during delivery, installation, set-up, take-down, loading, or pick-up of décor for safety purposes, time sensitive set-ups, and to eliminate distraction.
- b) Hire outside photographers to shoot events set-ups, displays, and details for both personal social media and business use.
- c) Use production material and planning details, including photos of event and designs in media, advertising, promotional, and marketing material.
- d) Provide, hire, or use additional services, suppliers, vendors, volunteers, or employees not previously outlined or discussed in contract or service agreement for event production or design needs.
- e) Obtain third party décor and rentals as needed to execute a design.
- f) Replace product or designs with alternate solutions in cases of unforeseeable damage, unavailability, or delayed shipments of product or rentals.
- g) Change, adjust, implement, take action or make leading decisions as required to complete designs and/or services.

Modifications. Modifications of the terms of this contract must be written and authorized by both parties, involving the implementation of a new version of the contract as a whole following standard procedures of documentation and approval.

Code of Fair Practice. The Client and the Designer agree to comply with the provisions of the Code of Fair Practice (which is in the Ethical Standards section of chapter 1, Professional Relationships).

Limit of Responsibility. Carlton Lee Studios shall not be responsible or liable for required permits, government approvals, engineering, manufacturing defects, acts of God, delays, or actions of third parties.

Limitation of Liability. Client agrees that it shall not hold Carlton Lee Studios or its agents or employees liable for any incidental or consequential damages that arise from Carlton Lee Studios failure to perform any aspect of the event in a timely manner, regardless of whether such failure was caused intentional or negligent acts or omissions of Carlton Lee Studios or Client, any client representatives or employees, or a third party.

Contract Addendum:

1)

By signing below, the Client and Carlton Lee Studios acknowledge terms and conditions contained within this Agreement and further acknowledge that this Agreement, along with subsequent written correspondence regarding, but not limited to design, pricing, fees, terms, and timelines together represent a complete contract between the Client and Carlton Lee Studios.

Client:

Print Name _____

Signature _____

Date _____

Carlton Lee Jr. Rep.:

Print Name Carlton Lee Jr.

Signature *Carlton Lee Jr.*

Date: 00.00.000