



## Terms and Conditions

### **Billable Design Time:**

Billable design time includes but is not limited to the following: face to face appointments, phone calls discussing project specifics, correspondence via e-mail and/or texting, time necessary in order to calculate material totals (such as for custom draperies) and time associated with coordinating necessary trades that may be needed for the project MWI is hired for.

Upon the **client's request**, Modern Whimsy Interiors may spend time sourcing items such as furniture, accessories and fabrics. This time along with the time required to produce a design concept, finish selections and/or mood boards is considered billable time. Ordering of materials and time required to execute an approved design Please also note that if there are multiple locations that we will need to travel to during a design consultation (furniture stores, project address, tiles stores etc.) travel time between locations is considered billable design time.

### **Travel to and From Appointments:**

Design time starts from the time the designer arrives at the project address and lasts until the appointment ends. For appointments further than 25 miles from our office address (10 N Broadway Edmond, OK 73034) there is fee of \$1.15 per mile **TO** and **FROM** the appointment. For example: if the project address is 50 miles from the office then the client will be billed \$1.15 per mile for 50 miles (25 miles TO and 25 miles FROM) Total travel for the designer is 100 miles and client will be billed for 50 miles.

### **Scheduled Design Appointments:**

A 48-hour advance notice is required for any rescheduling or cancellations. Failure to give required notice will result in a bill for **THE MINIMUM CONSULTATION CHARGE OF \$100**. If the client is late to a scheduled appointment they are still liable for the entire scheduled design time. If the designer is late for an appointment the client is **NOT** liable for that time; time starts when the Designer arrives.

### **Photographs, Marketing and Design Concepts:**

All photographs taken by Modern Whimsy Interiors and/or third-party photographers are property of MWI. We reserve the right to use them for purposes as deemed necessary which can include but are not limited to: web site and/or print publication, Pinterest, Houzz, Instagram, Twitter, Facebook and/or other social media outlets. The name and address of the client associated with the designs photographed will be kept confidential, unless the client grants permission otherwise.

On occasion MWI may invest additional time taking photos and/or videos to be used for promotional purposes. Time taken to create these promotional materials will not be done at the client's expense. Design concepts created by MWI are to be executed by MWI or the client directly. Once the final invoice is paid in full, design concepts become property of the client.

### **Billing and Fee's**

The fee for interior design service to work directly with Modern Whimsy owner, Kellie Clements, is \$155 hourly. All design appointments conducted after 5 pm, Monday through Friday and/or on weekends, will be billed at a rate of \$175 hourly. If the designer needs to reschedule an appointment, and requests to move the appointment to an evening or weekend time slot, the client is **NOT** liable for the evening/weekend rate.

The rate to work with a Modern Whimsy team member other than Kellie is \$95 hourly. There is a minimum one-hour charge for all on location consultations which will be billed at the hourly rate of the secured designer. Modern Whimsy reserves the right to change this fee for future design projects however we do not have a practice of increasing charges prior to completion of the project for which the designer was hired for. If there is an increase in the hourly design rate, the client will be notified before additional work at that rate is to occur.

We have an array of specialized skills within our team and have found that utilizing different team members based on the specific needs of a given project can greatly improve productivity. Once we have started a project, if there are tasks that we deem acceptable to be delegated to a team designer, the client's invoice may reflect a decreased hourly rate to be that of the designer the work was delegated to. There are times, such as installations, when having two designers on site is vital to the efficiency and/or completion of a project. In the instance that two designers are on site in lieu of Kellie, the hourly rate **will not exceed** \$155 hourly.

**Payment**

A formal invoice outlining the services rendered and/or any merchandise purchased will be sent through QuickBooks via e mail. A printed copy can be sent at the client's request. Payments made by direct bank transfers are encouraged, but payments by cash, check or card can also be accepted. If you choose to pay your designer in person with cash, a written receipt will be given to you. Checks should be made out to **Modern Whimsy Interiors** and can be mailed to: **Modern Whimsy Interiors, 10 N Broadway Edmond, OK 73034**

If payment is not received by midnight on the due date, a \$30 late fee will be applied to design time invoices. Invoices for merchandise that are not paid by the due date will receive a late fee equal to 15% of the total due. Merchandise invoices that go unpaid for a period longer than 30 days will receive a late fee of 20% of the original amount and Modern Whimsy Interiors reserves the right to seek legal action. Work will not progress until balance is paid in full for all past due invoices. Future design services under these circumstances will require a partial retainer.

**Merchandise:**

The client is responsible for full reimbursement, including any taxes and/or shipping charges applicable to items purchased by a Modern Whimsy affiliate. All original receipts are property of the designer for tax and record keeping purposes. An itemized invoice will be sent to the client with an explanation of charges before any payment is due. Merchandise purchased by a Modern Whimsy affiliate has a 15 day return policy unless otherwise stated by the designer. You will be notified in advance of any items that may have a shorter time frame to be returned if less than the 15 days as stated above. Returns on custom orders such as rugs, lighting, or other items purchased directly through Modern Whimsy will be subject to a restocking fee of no less than 35% and will only be accepted in the original condition in which it was received. Advance payment is required for the purchase of all custom orders which can include but is not limited to fabric, wallpaper, lighting, rugs, furniture or materials needed to complete a requested design project. No returns or credits will be issued beyond the given return deadline. There are no returns on fabric purchases or custom sewing work ordered at the client's request.

In the instance that a merchandise order requires a loading dock for delivery and must be received by our warehouse, the client will be given the opportunity to pick up their merchandise OR have it delivered for an additional fee. If the client opts to transport the merchandise on their own, MWI and it's affiliates cannot be held liable for any damages that may occur from the client loading and/or transporting the merchandise.

**Trademark:**

The names "Modern Whimsy Interiors," "Modern Whimsy Home," and "Kellie Clements" are the sole and exclusive property of Modern Whimsy, LLC. Use of the above names or the Modern Whimsy logo for marketing or promotional purposes for any home or product or service or for any other purpose whatsoever is not permissible without the prior written consent of Modern Whimsy Interiors, LLC owner Kellie Clements in each instance.

Yes, I understand the above listed designer terms and conditions:

Designer: \_\_\_\_\_

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

Client: \_\_\_\_\_

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

Thank you for your interest in working with our team. We look forward to serving you.