

Terms and Conditions of Sale

Terms of Sale: To initiate a project with Jeffrey Evans Design, a retainer will be required. All hours will be billed as shown below, at the rate of \$120. Goods, when trade discounts are available, will sold at a discount of up to 30% off retail pricing. Retainer fees are non-refundable. If no retainer is deposited, rates remain at \$120 and all goods sold will be at retail. Retainers begin at \$2000. A deposit is required to initiate any order, unless goods are identified as 'in stock' or 'quick ship' in which case the entire purchase price is required to initiate the order. Remittance of required deposit constitutes client's acceptance of these terms, specified finishes, color ways, and estimated delivery times. All shipping, handling, crating, and packing fees are due prior to delivery of goods to the client. All quoted completion and delivery dates are estimates only and are not binding although Jeffrey Evans Design will follow up on all orders diligently in effort to meet estimated delivery. Orders are neither cancelable nor returnable if delivered free of manufacturing and shipping defect. "On Approval" items delivered by Jeffrey Evans Design, or their agents, shall require a deposit equal to the entire purchase price. The deposit shall be processed as payment in 48 hours if goods are not returned or if goods are damaged.

Design Concept Services: Where and as appropriate, Jeffrey Evans Design will determine the client's design preference and requirements, conduct an initial design study, prepare drawings or other materials to illustrate our suggested design concepts, prepare a layout showing locations of movable furniture, prepare a preliminary budget of the project, and review the design concept with the client. Jeffrey Evans Design shall bill an hourly rate of \$120 to prepare, present, and revise the design concept. In the event of manual labor is required from the designer: i.e.: Moving furniture, managing labor, the hourly rate will be \$200. When additional labor is required, according to the size of the project, each *laborer will billed at \$40 per hour. *denotes professional contract labor.

Purchasing Services: Upon approval of design concept, Jeffrey Evans Design will submit final specifications and invoicing to order goods. It is understood that all items specified by Jeffrey Evans Design will be purchased only through Jeffrey Evans Design. Client submits approval by placing the requested deposit or payment. As might be necessary, Jeffrey Evans Design will provide counsel and guidance for these services directly with the contractor. At the client's request, billable periodic visits to the residence may be made to observe that the work is being done in accordance with standard acceptable practice.

Design Compensation: The fee for concept, design revisions, and all additional services requested by the client shall be billed at \$120 per hour. The aforementioned hourly fee does not include client-approved expenses for out of town travel to shop for resources and special renderings. These items will be billed separately at cost. Travel mileage out of Tulsa area will be billed at \$0.51 per mile to and from site, or at current IRS standard rate.

Other Matters: Drawings and specifications are intended for design concept only and cannot be used for construction or architectural purposes. The drawings and documents prepared by Jeffrey Evans Design remain the property of the design firm and cannot be used by the client for any purpose other than the completion of the project by Jeffrey Evans Design. We will perform the services described in good faith but cannot be responsible for the performance, quality, or timely completion of work by others. Jeffrey Evans Design shall not be responsible for any changes to the project that the client or contractors make without informing the designer. Upon completion of the project, Jeffrey Evans Design may request permission to photograph the project for our records and for business purposes but shall not disclose the project location or the client's name without the client's prior written consent. Appointments that have been scheduled and then canceled without a 24 hour notice will be billed at full hourly rate.

Signature _____

Date _____

Print Name _____

Expiration Date _____

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