

INTERIOR DESIGN CONTRACT

1. Parties

The Parties of this **Interior Design Contract** (shall be referred as the "**Contract**" hereinafter) are as follows;

The Contractor

The Client

WHEREAS the Contractor operates in the fields of interior architecture and design and the Client expressed an interest in interior design services of the Contractor,

WHEREAS the Contractor and the Client agree to enter this Contract for the interior design of the premises located at _____
_____ ,

NOW THEREFORE, the Parties hereby agree the following terms and conditions;

2. Scope of the Contract

This Contract is valid only for the interior design of the premises indicated above. Works requiring construction to be requested by the Client are not covered by this Contract. In accordance with the agreement between the parties, the products to be procured by the Contractor, the works to be done and the pricing are as follows ("**Project**");

Products to be Procured	Area of Utilization	Pricing

3. Price and Payment Principles

The total cost of the goods and products to be procured under this Contract is _____ in total, as detailed above. In addition, the total service fee to be paid under this contract for labor, transportation and all other matters is _____. So, the total price to be paid under this Contract is _____ ("**Contract Price**").

_____ % of the Contract Price is paid as deposit to the Contractor within 3 (three) working days at the latest following the signing of the Contract. _____ % of the Contract Price shall be paid as interim payment as of the date of _____ at the latest and balance _____ % shall be paid at the final delivery of the project.

If any payment to be made under the contract is not made on time, the contractor may stop the service and refrain from starting until the payment is made. In this case, the contractor cannot be penalized on the ground that he did not deliver the project on time. In case of late payment, legal interest is applied to the Contract Price.

All payments under this Contract shall be paid via _____ including interests and any penalties.

4. Operation Principles

The rules and principles to be followed by the parties during the execution of the project are as follows;

- The Client shall assist the Contractor and its employees during the execution of the work by the Contractor, and will allow inspection, measurement and all other operations in the area where the project will be carried out throughout the entire Contract period.
- Electricity, water and other ordinary expenses used during the project are covered by the Client. For this reason, the Client shall not make any demands from the Contractor and is obliged to assist the Contractor in meeting special needs if necessary.

- The Contractor agrees to perform the project diligently, using the Contractor's best skill and attention, and in compliance with the highest applicable industry standards. The project shall be performed by Contractor in a good and workmanlike manner strictly in accordance with the essential requirements of its specification. The Contractor shall also be responsible for proper storage and security for all equipment and materials required for the project.
- All change orders and additional work requests by the Client shall be in writing. The Contractor has the opportunity to refuse such requests. If change order or additional work request is accepted, such work shall be executed under the conditions hereof. The costs for such work and changes and any claims for extension of time must be agreed upon at the time of accepting such change.

5. Term and Termination

The term of this Contract is _____, shall commence on _____ and finish on _____. The Parties may terminate the Contract at any time with a joint decision, provided that the terms and conditions are arranged in writing.

If a party ("**Defaulting Party**") breaches any provision of this Contract, which may cause damages to other party ("**Non-defaulting Party**"), the Non-defaulting Party can notify the Defaulting Party in writing, requesting it rectify and correct such a breach of contract. If the Defaulting Party does not take actions which rectify and correct such breach to the satisfaction of the Non-defaulting Party within fifteen (15) days upon the issuance of the written notice, the Non-defaulting Party may terminate the Contract immediately with a written notice in accordance with laws in response.

If it is understood beyond any doubt that the Contractor will not be able to complete the work on time, the Client may terminate the Contract immediately and have another contractor complete the work.

5. Independent Contractors

The Parties hereby acknowledge and agree that each is an independent contractor and that neither Party shall be considered to be the agent, representative, master or servant of the other Party for any purpose whatsoever, and that neither Party has any authority to enter into a contract, to assume any obligation or to give warranties or representations on behalf of the other Party. Nothing in this relationship shall be construed to create a relationship of joint venture, partnership, fiduciary or other similar relationship between the Parties.

6. Force Majeure

If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement then such party shall give notice and fully particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.

7. Entire Agreement

Except as otherwise provided herein, this Agreement contains the complete agreement and understanding among the parties hereto with respect to the subject matter hereof and supersedes and preempts any prior understandings, agreements or representations by or among the parties hereto, written or oral, which may have related to the subject matter hereof in any way.

8. Severability

If any provision of this Agreement or any application of this Agreement to any member of the unit or group of members in the unit shall be found contrary to state or federal law, then this provision or application shall be deemed invalid, except to the extent permitted by law, but all other provisions hereof shall continue in full force and effect. The provision found to be contrary to state or federal law shall be renegotiated by the parties.

9. Assignment

Due to the nature of this Contract, the Contractor may assign part/parts of the work to the subcontractor. This does not annihilate the Client's obligation to pay the Contractor. Likewise, the relationship between the subcontractor and the Contractor does not bind the Client.

Except as provided in the first paragraph, this Contract may not be assigned as a whole by either party without prior written consent of the other party.

10. Dispute Resolution and Governing Law

The Parties to this Contract undertake to use all efforts as to amicably resolve upon any and all dispute or controversy arising from this Contract or related thereto.

Any disputes that arise with respect to this Contract shall be settled in accordance with the applicable laws of State the of _____.

IN WITNESS WHEREOF the parties have executed this Agreement as of the date first above written.

The Contractor

The Client



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