



Terms of Service Agreement

Thank you for choosing us for your project! We are thrilled to help you accomplish your dream project. Please take your time to read through the agreement before booking your project.

SECTION I.

A. DESIGN SERVICE FEES

VirDesign LLC offers design services at a flat rate. Following is the list of our current design rates. These fees are billed at specific phases of the design project.

\$300 – In-Home Consultation

\$500 – Per Standard Room

\$600 – Per Bathroom

\$700 – Per Kitchen

\$500 – E-Design Package + Virtual Consultation - Per Room

\$300 – Commercial Design Consultation

\$700 – Per Room - Commercial Design Services

\$500 – Project Management Fee - *Applies to any in-home, bathroom, kitchen, or commercial projects. Billed at the end of the project.

B. DESIGN CONSULTATIONS

In-home design consultations are set to last 2 hours. During this appointment, we will discuss the scope of the project, gather information regarding the budget, thoroughly measure the rooms, and take plenty of photos. We will use a laser measuring tool and an iPad for collecting all the details.

At this stage we will gather as much information as possible about the project. The site of the project must be distraction free, quiet, and obstacle free. If one of our team members feels threatened or unsafe at the site, they will leave the site immediately and address the issue.

E-design consultations are set to last 1 hour. These are scheduled via Zoom or Facetime. During this virtual appointment, we will talk about the scope of the project and gather information regarding the budget. During the virtual call, the client must give a tour of the space virtually. The measurements and photos of the space should be emailed to the designer after the virtual consultation.

C. CREATIVE DESIGN PROCESS AND PRESENTATION

The creative design process typically takes 7-14 business days. This process involves online browsing, in-store visits, product research, product curation, mood board creations, placing sample orders, space planning, 3D custom designs, and graphic design. After all designs are complete, the design presentation packet is then prepared for the in-home presentation appointment.

D. REVISIONS & APPROVAL

Clients are given up to 3 revisions for the entire design presentation packet after the first initial design is presented. When requesting revisions, the client must make a list of all the requested changes and email them to the designer. Changes cannot be made over the phone. Once all the revision attempts are used, an additional revision charge will be applied for any other requested revisions. (See section "Additional Fees"). Once the client has approved the design presentation, no revisions will be made.

E. DESIGN PRESENTATION PACKET

For in-home projects, we will meet on site to walk the client through the final design presentation. This presentation packet will be a digital organized document containing all the designs for the new space. This includes the floor plan, mood board, 3D gallery, and the integrated product page. The integrated product page allows the client to access all the furniture for information. For kitchens and bathrooms, elevation drawings will be included to this presentation packet.

There is a presentation packet made for each room. For example – if the client has (4) rooms in the project, they will receive (4) presentation packets. There is one for each space. This avoids any confusion on what product goes where.

After the presentation packet is presented, a virtual goggle experience is offered to the client. This allows the client to experience the new space in real-time if so desired.

For e-design clients, the design presentation packet will be delivered via email and a video call will be scheduled to review the packet.

*The virtual goggle experience is not available for e-design clients.

F. ELEVATION DRAWINGS

Any projects for kitchens or bathrooms will include elevation drawings. These elevation drawings are intended for reference only for the hired subcontractor. They are not to be treated as official plans for construction as details may be subject to change. The subcontractor must develop their own reproduced drawings following the suggested designs of Virdesign LLC.

Virdesign LLC is not a licensed electrician, plumber, or kitchen contractor. Therefore, the locations indicated for electrical, plumbing, cabinets, etc. are suggestions only and must be reviewed, approved, and permitted by the jurisdiction.

G. PROJECT MANAGEMENT

While a project is in progress, we will make phone calls, send routine checkup emails, process orders, make site visits, resolve any issues, assist at installation, and take photos for the final project shoot. Site visits, installation assistance, and a photoshoot does not apply to e-design clients; however, routine emails and video call checkups will be made. The client will be billed at the end of the project for the project management services. This project management fee is non-negotiable.

H. SITE VISITS

For any projects that involve renovations, we will periodically make site visits to check on the progress of the job. This service is part of our design services, so these cannot be refused or avoided.

I. INSTALLATION

When the room(s) is ready for furnishings, we will schedule the available furniture orders for delivery. When all the pieces arrive, we will schedule to meet on site before the delivery time to make sure the space is ready for the new furniture. We will assist with item location based on the approved design floor plan and stage the space.

J. PHOTOSHOOTS

A photoshoot will be required after installation. Before we schedule this, we will make sure all the final touches are in place. The client must understand that the photos taken of the completed space is property of Virdesign LLC. These photos cannot be sold or used in any advertising without the recognition or consent of Virdesign LLC and the designer. The client will receive a final packet containing these photos when their last bill is paid in full. The packet cannot be shared with any outside sources. Any subcontractor involved in the project must take their own photos but must give credit to Virdesign LLC and the designer if shared on social media. Any photos taken by Virdesign LLC cannot be used by a subcontractor.

K. PROJECT CLOSE

When a project is complete and the final photoshoot has been completed, we will deliver the client a “Thank You Packet” via email. This will include a formal thank you note as well as a gallery of all the photos taken of the completed project. Before the client receives the “Thank You Packet,” the final invoice for the project management fee must be paid. Once this payment is submitted, we will send the packet.

*This packet is also delivered to e-design clients after the project management fee is paid.

SECTION II.

A. BILLING PROCESS

The billing process happens in (3) phases with in-home projects. After the design inquiry form is submitted and the client has confirmed to book their consultation, the project booking form will prompt the consultation fee at the end. Once the client submits this payment, they will receive an automatic email with their confirmed booking and payment confirmation. After the in-home consultation is complete, we will send an invoice to bill the client for the total rooms and room types in the project. This invoice will be due within 7 days after the initial consultation. After the project is completely installed, we will invoice the final bill for the project management fee. This fee will be the non-negotiable flat rate fee as listed in section “Design Service Fees.”

E-design projects are billed in (2) phases. After the client submits the design inquiry form, they must also submit the project booking form. This will prompt the payment at the end of the form for the flat-rate e-design fee. (See section “Design Service Fees”) Note that the booking form only bills for one room. Any additional rooms will be billed after the virtual consultation. During the e-design project, we will assist via email, fulfill orders, and make virtual site checkups via phone or video call. After the client confirms the project is complete, we will invoice the client for the final project management fee.

B. CANCELATIONS & REFUNDS

Should a client need to cancel a design consultation, it must be done at least 24 hours prior to the date of the in-home consultation. Once the consultation is complete, the consultation fee is not refundable. After the invoice for the total of rooms is paid, the client has 7 days to cancel the services if they so desire. After the 7-day period is over, the client can no longer request a refund. The project management fee billed at the very end of the project cannot be canceled, refunded, or excused.

C. ADDITIONAL FEES

We offer additional services that clients can add during their project. Listed here are the additional service fees:

\$200 – 2 hour in-store meetup – The in-store appointments are for clients that would like assistance while ordering furnishings and a touch-and-feel experience with products.

\$100 – Per revision to the design after all included revisions are used. This does not mean per item, it means (1) attempt to change several things.

When these services are added, we will invoice the client first. The client must pay the invoice prior to the service being accommodated. The overdue payment policy applies to these additional fees.

D. PAYMENT POLICY

Payments must only be submitted electronically through an invoice sent by Virdesign LLC. Cash or checks are not accepted. Invoices will always have a 7-day pay period. If the invoice is not paid by the due date, a 2% late charge of the total invoice plus a \$20 late charge will be applied per unpaid day. For example – if an invoice is paid 2 days late, a 4% late fee of the that total plus \$40 will be invoiced to the client the next day. If an invoice remains to be unpaid up to 21 days after the due date, legal action will be enacted including, but not limited to, engaging collections services. The client will be responsible to pay the entire balance including the late charges.

E. PAYMENT INFORMATION POLICY

During the procurement stage, the client's credit or debit card information is only retrieved via phone. It is not written down, but only input into the system of which the furniture is ordered. We will not accept or request any written form for this information in email, text message, or photo.

F. PERSONAL INFORMATION POLICY

Any information submitted by the client on the Virdesign LLC website is protected and secured. This information is not shared nor sold to any third-party companies or outside sources except for any subcontractors. The client's personal information is only used by the designer for contact, location, communication, and billing.

G. DISCOUNTS

Discounts are only offered on referrals. Should a client refer a friend, colleague, or family member, that client will receive a 10% discount. The referral must book a project for the client to receive this discount. If a first-time client refers someone before booking a project, they both will receive a 10% discount after the referral books. This discount only applies on the per room rate. Consultation fees and project management fees cannot be discounted.

SECTION III.

A. 3D GALLERY & VIRTUAL REALITY

The third-party software we use is customized to properly give the client a clear vision for the completed project. Images and items used within the 3D renderings are intended to resemble the actual items selected from the mood board. The designer will use the actual images of wall art, area rugs, wallpaper and accent pillows and incorporate them into the 3D rendering, but Virdesign LLC does not claim ownership of these product images. Since most software is unable to support every product out there, our designer will customize objects within the renderings to best represent objects selected for the client's project. The 3D images are designed from scratch and to scale based on the measurements collected from the in-home consultation or virtual consultation. Note that the 3D gallery is intended for visual purposes and things may be different in the real world.

Included with our 3D gallery is our virtual reality goggle experience. This allows the client to look around the new space in a 720-degree tour. This experience is only available with the in-home design presentation.

All design files, 3D design images, and mood boards are property of Virdesign LLC. The client or subcontractor cannot share this content on social media or send to any outside sources.

B. BUDGET

Based on the client's submitted budget, we will attempt to select furnishings and materials that fall within the budget range. Note that the pricing for furnishings selected are subject to change since online pricing can change often. When selecting the budget, the client must select the amount that includes the design fees, and the projected contractor fees.

C. DESIGN & PROCUREMENT LATE CHANGES

If the client approves the overall design presentation, then later decides to order merchandise completely different than the proposed design, we ask that the client share these changes with the designer first. Should any items become discontinued or changed during the project, the designer must approve the item with the client before the change.

D. TRAVEL

Should an out-of-state client request an in-home consultation, we will invoice the client for the total of travel expenses beforehand. This applies to airline tickets, hotel stays, and transportation. The client cannot book the hotel or airline tickets. Our travel radius limit is 50 miles by car. Should a client's project site location exceed that, we will charge a travel fee of \$200.

E. CONTRACTING

With any projects that involve structural changes, kitchens, and bathroom renovations, a qualified licensed contractor must be hired, and a permit must be obtained and approved by the authority having jurisdiction. The client has the liberty to select a contractor of their choice. If the client is uncertain of which contractor to use, we can recommend a qualified licensed contractor.

F. SAMPLE PACKET

Any in-home or commercial projects include a sample packet. This packet contains tangible materials of fabrics, wood samples, flooring, tile, carpet, metals, hardware, and any items for which we can retrieve samples. This packet is included and delivered at the time of the in-home design presentation.

G. SOCIAL MEDIA

Photos and videos taken during project site visits will be used on social media. When the project is complete, we will use the before and after photos to share the project on social media platforms for design portfolio purposes.

SECTION IV.

A. IN-HOME DESIGN SERVICES

Our in-home design services are performed alongside local clients to our firm in Lexington, KY, or any clients out of state that wish to hire us with an in-person experience. In-home design services offer complete in-person services such as in-home consultations, site visits, in-home design presentation, installation assistance, and a final project photoshoot. Our in-home design provides services for rooms such as family rooms, dining rooms, bedrooms, home offices, breakfast nooks, mudrooms, kitchens, bathrooms, ensuites, basements, utility rooms, nurseries, dens, pantries, and closets.

B. E-DESIGN SERVICES

E-design services are offered for clients that need virtual expert design services without having to book in-person appointments. Details such as measurements and photos of the space are submitted on the project booking form via the website. E-design provides services for rooms such as family rooms, dining rooms, bedrooms, home offices, breakfast nooks, mudrooms, kitchens, bathrooms, ensuites, basements, utility rooms, nurseries, dens, pantries, and closets. E-design services do not include site visits nor in-person photoshoots. The design presentation packet will be delivered via email and the furnishings can be ordered by either the designer or the client.

C. BATHROOM DESIGN SERVICES

Our bathroom design service called “The Bathroom Bureau” is a designated service for bathrooms or ensuites. This service package provides an in-home consultation, (1) included in-store appointment, in-home design presentation packet, site visits, virtual reality experience, and a final photoshoot after the project is complete. This service includes elevation drawings which will need to be reviewed and approved by a licensed contractor. Some design details are subject to change based on the contractor’s discretion. This service is subject to all policies related to in-home projects.

D. KITCHEN DESIGN SERVICES

Our kitchen design service called “The Kitchen Companion” is a designated and elevated service specifically for a kitchen remodel project. This service package provides an in-home consultation, (1) included in-store appointment, in-home design presentation packet, site visits, virtual reality experience, and a final photoshoot after the project is complete. This service includes elevation drawings which will need to be reviewed and approved by a licensed contractor. Some design details are subject to change based on the contractor’s discretion. This service is subject to all policies related to in-home projects.

E. COMMERCIAL DESIGN SERVICES

Virdesign LLC offers design services for offices and churches. This service provides either an in-person consultation or virtual (3) hour consultation. We assist with paint color, furnishings, flooring, lighting, and any structural changes. Any structural changes and designs must be approved by a licensed contractor and a permit must be obtained before proceeding. Details maybe subject to change based on the contractor’s discretion. Included with this service is a design presentation packet as well as a sample packet for textiles and furnishings.

To agree to these terms and conditions, the box must be checked and a signature must be provided in the project booking form. For any questions regarding the agreement, visit the Contact Us page to submit your inquiry.
www.virdesigninteriors.com