This Design Services Agreement (the “Agreement”) shall be effective as of June 3, 2023 (the “Effective Date”), and is entered into on behalf of Rosemary Road Interiors LLC (“Rosemary Road”) on the one hand, and Ned Stark (“Client(s)”) on the other. Rosemary Road and Client(s) may collectively be referred to in this Agreement as the “Parties,” or individually as a “Party.”

 **The Project**. Rosemary Road shall perform its below-defined Services at Client’s property located at:

3 Pac Ave.

Long Beach, CA 90808

(the “Property”). The term “Project” shall refer to: (i) the comprehensive scope of work encompassing the below-defined Design Services to be performed by Rosemary Roads at the Property under this Agreement; (ii) when applicable, any additional Design Services described in any below-defined Change Order; and (ii) any work performed by any licensed contractor or outside vendor hired to effectuate the design details.

 **Services / Scope of Work**. Rosemary Road will provide Client with the interior design, project management, and/or purchasing services specifically identified below (collectively, the “ Design Services”):

 **Flat Rate Design Services**. Subject to the conditions and limitations described below, Rosemary Road offers certain flat-rate, per-room design packages. Rosemary Road shall provide Client with the Design Services specifically described below for the flat rate(s) also described below.

 **Living Room**. Client shall pay Rosemary Roads a flat rate of $1,000 to do the following:

 **Property Visit**. Rosemary Road will meet Client at the Property to view the applicable space(s), discuss Client’s needs and wants, and take appropriate measurements and photographs.

 **Design Concept**. Rosemary Road will prepare a presentation for Client that consists of both photographs and physical samples of hard and soft materials recommended for the living room.

 **Conditions and Limitations on Flat Rate Fees/Design Services**. All flat-rate Design Services are subject to the following conditions and limitations:

 **Due in Advance**. Client shall tender the entirety of the flat fee(s) described above in advance of Rosemary Road commencing any of the Design Services described above.

 **Additional Fees for Work Performed Outside the Scope**. The flat rate(s) described above apply solely to the Design Services specified above. Client shall pay Rosemary Road a per-person hourly rate of $150 for any additional work/services requested by Client and performed by Rosemary Road regardless of whether or not the Parties have signed below-defined Change Order. All hourly work performed for Client under this sub-provision shall be billed to Client in minimum increments of 15 minutes, and Client shall deliver payment for such additional work, as well as any necessary costs incurred, immediately upon receipt of an invoice from Rosemary Road.

 **Ownership and Rights to Design Concepts**. The drawings, designs, and documents prepared by Rosemary Road shall at all times remain the exclusive property of Rosemary Road and cannot be used by Client for any purpose other than the completion of the Design Services specified in this Agreement. Rosemary Road transfers no rights of ownership to Client. Rosemary Road retains the right to use designs, photographs, and other information/documentation of the final product for the purpose of advertising and promotion of their work, but in no event will Rosemary Road divulge Client’s name, address, or likeness in any such materials. While Client agrees not to sell, share, or publish any of the concepts, drawings, or designs prepared by Rosemary Road without written permission from Rosemary Road, Client is free to publish and share photographs of the completed Project that Client takes.

 **Hourly Design Services**. In addition to the flat-rate Design Services described above, Rosemary Road shall also provide Client with the Design Services described below, all of which shall be billed to Client on an hourly basis.

 **Property Visit**. Rosemary Road will meet Client at the Property to view the applicable space, discuss Client’s needs and wants, and take appropriate measurements and photographs.

 **Design Concept**. Rosemary Road will prepare a presentation for Client that consists of photographs, 3D renderings, and/or design boards, as well as some physical samples of hard and soft materials recommended for Project.

 **Scope of Design Services**. In addition to the foregoing, the Design Services will include all of the following:

— Site visits/progress meetings

— Review of architectural blueprints

— Recommendations related to the placement of existing and/or new furnishings

 **\*\*\***. \*\*\*\*

 **\*\*\***. \*\*\*\*

 **\*\*\***. \*\*\*\*

 **\*\*\***. \*\*\*\*

Consultation with Client’s Contractor. Rosemary Road will meet with Client’s contractor(s) at the Property to discuss the scope and style of the Project, as well as any applicable restrictions (e.g., load bearing walls, HOA rules, etc.).

 **\*\*\***. \*\*\*\*

 **Change Orders**. \*\*\*. . .shall be included in the list of Design Services defined above by this reference.

 **Other**. The following shall also constitute a part of the “Design Services” to be performed by Rosemary Road.

 **Term**. This Agreement shall commence on the date indicated above and extend until the completion of described Design Services or upon 10 day’s written notification by either Party that this Agreement is terminated. Upon termination of this Agreement, Rosemary Road shall be entitled to: (i) compensation for all Design Services performed through the date of termination; (ii) retain all non-refundable deposits; and (iii) reimbursement of any expenses incurred in performing the Design Services.

 **Fees & Refund Policies**. Client agrees to the following fees, costs, payment terms, and refund policies:

 **Deposits**. \*\*\*\*. [deposit will be applied to invoices; this is separate from designer cache ]; won’t bill off of it unless client doesn’t pay. Include language for no interest earned. doesn’t apply to the designer cache system]

 **\*\***. \*\*

 **\*\***. \*\*

 **\*\***. \*\*

 **\*\***. \*\*

 **\*\***. \*\*

 **\*\***. \*\*

 **Invoices**. Rosemary Road shall endeavor to submit an invoice to Client on the first (1st) of each month for the Design Services that Rosemary Road provided to You under this Agreement during the month preceding the date of the invoice. You shall tender the amount payable on the invoice (the “Fee”) in its entirety to Rosemary Road no later than fourteen (14) days after delivery of an invoice. If You do not tender the Fee when due, interest shall accrue on all unpaid sums due to Rosemary Road at the maximum legal rate. While You may pay the Fee by cash, check, debit card, or credit card, Rosemary Road reserves the right to add 3% to your Fee if You use a credit card to pay Your Fee.

 **Late Payments**. \*\*

 **Travel**. \*\*. [billed when it’s over 30 minutes travel time]

 **Non-Refundable Payments**. Client agrees that Rosemary Road shall have no obligation to provide, nor shall Client have any right to receive, any refunds or credits for payments made (or money owed) for or related to any of the following: (i) \*\*e.g., costs if non-refundable (with passing on restocking, etc.)\*\*, \*\*management fees (if that term is defined, make it defined here),\*\* \*\*work performed (e.g., site visits, in-person/telephone consultations, etc.\*\*\* \*\*Initial deposit is non-refundable\*\*

 **Returned Checks**. Client agrees to pay a processing fee of $25, or the maximum legal amount, whichever is greater, for all returned or cancelled checks.

 **Credit Card Disputes**. If Client disputes any charge(s) on a credit card provided to Rosemary Road to pay any fees or sums due under this Agreement, and if Rosemary Road ultimately prevails in supporting the disputed charge(s), in addition to the amount in dispute, Client shall pay to Rosemary Road an additional $150 per hour, in minimum increments of 30 minutes, for all the reasonable time Rosemary Road spent in resolving the dispute with its merchant processor/bank.

 **Cancellation / Rescheduling**. Client may cancel a scheduled in-person or telephonic design consultation without penalty (i.e., such meetings may be rescheduled at no additional cost) provided that Client provides Rosemary Road with at least 24 hours advance written notice. If Client fails to appear for a scheduled consultation, or otherwise fails to provide at least 24 hours advance written notice prior to a cancellation, the meeting shall be deemed completed. If a further meeting must subsequently be scheduled to make up for the meeting deemed completed, then Client shall pay Rosemary Road the applicable fee no less than 24 hours prior to the time scheduled for that meeting.

 **\*\***. \*\*

 **\*\***. \*\*

 **\*\*\***. \*\*\*

 **\*\***. \*\*

 **\*\***. \*\*

 **\*\***. \*\*

 **\*\***. \*\*

 **\*\***. \*\*

 **\*\***. \*\*

 **\*\***. \*\*

 **Access to the Property**. If applicable, Client shall make the property available to Rosemary Road’s representatives and/or any contractors/vendors Client hires to perform work on the Project, including, as necessary, the provision of a key, access code, and/or other access-granting device (“Access Device”). Client shall also remove all unsafe conditions from the Property that could harm Rosemary Road’s representatives, including, but not limited to, ensuring that all of Client’s animals are restrained or are otherwise incapable of interacting with Rosemary Road’s representatives while at the Property.

 **\*\*\***. \*\*\*

 **Not a Licensed Contractor**. Rosemary Road is not a licensed contractor, and at no time will Rosemary Road act as a general contractor or perform any work that, under California law, requires a contractor’s license. As is set forth elsewhere in this Agreement, while Rosemary Road may at times recommend one or more general contractors to Client, any work performed by such general contractors will be performed under a written home improvement contract between Client and the general contractor.

 **Photographs & Video**. \*\*\*. Subject to the foregoing limitations, Client irrevocably assigns and transfers to Rosemary Road the entirety of Client’s rights, title, ownership, and/or interest in and to any of the Images. This assignment and transfer of the Images includes not just Rosemary Road’s exclusive right to use, publish, exploit, display, exhibit, manipulate, copy, or reproduce the Images, but also to create derivative content, regardless of its form, medium, or format. At all times, therefore, Rosemary Road shall enjoy the absolute right to dispose of, exploit, transmit, display, reproduce, manipulate, alter, edit, revise, register (and sue to enforce such registration), and otherwise control the Images provided that Rosemary Road does so in an objectively reasonable and otherwise lawful manner (e.g., to promote and market Rosemary Road’s business interests). Client shall not be entitled to any royalty, payment, compensation, and/or benefit arising out of Rosemary Road’s use of the Images, and subject to applicable law, Client agrees that Client has waived any right to inspect, review, approve, or receive copies of any of the Images.

 **Rosemary Road’s Limited Warranty**. Rosemary Road warrants and represents only that its Design Services shall conform to the specifications set forth in this Agreement. This warranty shall be the exclusive warranty available to You. ROSEMARY ROAD MAKES NO OTHER REPRESENTATIONS OR WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE AND/OR MERCHANTABILITY. In fact, in addition to the foregoing statement of limited warranty, Client agrees as follows:

 **Results Not Guaranteed**. While Rosemary Road will perform its Design Services in a professional manner and apply its efforts to meet Client’s design goals, taking into account Client’s stated budget, design requirements, and decorating preferences, Client acknowledges and agrees that Rosemary Road has not provided any guarantees or assurances that Client will be happy or satisfied with the final results of the Project.

 **Natural Variations**. Client further acknowledges that colors, fabrics, and other materials often look (or in applicable cases, feel) different online and in photographs than they do in the physical world, and therefore Client agrees that it shall not hold Rosemary Road responsible for any non-conformity or deviation between the Materials Client approves and the Materials Client receives.

 **\*\*\***. \*\*

 **\*\*\***. \*\*

 **No Reliance on Materials Outside of this Agreement**. Client acknowledges and agrees that while Rosemary Road may, from time to time, publish or otherwise disseminate non-identifying information aimed marketing Rosemary Road’s professional services to Client or serving as conceptual examples or options, such material is: (i) provided to Client for information purposes only; (ii) not intended to constitute a promise or guarantee; and (iii) not intended to be solely relied upon by Client in making ultimate decisions regarding the Project.

 **Force Majeure**. Subject to the limitations contained in this provision, neither Party shall be held liable or responsible for any failure or delay in the performance of their obligations under this Agreement if any of the following events or circumstances occurs: (i) acts of God; (ii) fire; (iii) flood; (iv) earthquake; (v) war; (vi) terrorism; (vii) civil unrest; or (viii) governmental actions, such as declarations of states of emergency (collectively, “Force Majeure Events”). A Force Majeure Event shall *not* excuse a Party’s timely performance under this Agreement unless: (a) the Force Majeure Event renders the affected Party’s performance impossible or impracticable; and (b) the affected Party had no role in causing or exacerbating the Force Majeure Event. If a Force Majeure Event occurs, the affected Party shall promptly notify the other Party in writing and provide reasonable details of the event and its anticipated impact on the performance of their obligations. The affected Party shall use commercially reasonable efforts to minimize the impact of the Force Majeure Event on the performance of its obligations, and the time for performance shall be extended for a period equal to the duration of the Force Majeure Event. If, however, the Force Majeure Event continues for a period of more than 90 calendar days, either Party may terminate this Agreement upon written notice to the other Party, without any liability, except for payment obligations accrued up to the date of termination.

 **Indemnification**. You acknowledge and agree that, notwithstanding the fact that Rosemary Road has agreed to provide the Design Services requested by Client, Client shall indemnify and hold Rosemary Road harmless from any and all claims brought by any third party relating to any aspect of the Design Services rendered by Rosemary Road, including, without limitation, any and all demands, liabilities, losses, costs, and claims, including attorneys’ fees, arising out of injury caused by the Maintenance Services and/or Additional Services. You further acknowledge and agree to indemnify and hold Rosemary Road harmless from any damages or liability You may suffer as a result of any disruptions in the Maintenance Services and/or Additional Services for which Rosemary Road is not solely responsible, as well as any acts of God, acts or omissions of any government entity, fire or other casualty for which a Party is not responsible, quarantine or epidemic, strike or defensive lockout, severe weather conditions, or other problems caused in any way by any third party.

 **Limitation on Damages**. Your exclusive remedies for all damages, claims, losses, and causes of actions, whether sounding in contract or in tort (including negligence), arising from or related to Rosemary Road’s Design Services shall not exceed the amount of compensation that Rosemary Road has received, requested, or would be entitled to receive or request under this Agreement for providing its Maintenance Services and Additional Services (i.e., the Fee) from which the damage, claim, loss, or cause of action arises. In the event that a court of competent jurisdiction or arbitrator deems this provision unenforceable, the court or arbitrator shall determine that the Parties’ intent was to limit such damages as much as the law will permit. You further acknowledge and agree that You shall not, under any circumstances, hold Rosemary Road or any of Rosemary Road’s officers, agents, or anyone else involved in the distribution of the Maintenance Services or Additional Services liable for any direct, indirect, incidental, special, or consequential damages that result from any mistakes, omissions, or interruptions.

 **General Provisions**. In addition to the foregoing, the Parties agree as follows:

 **Applicable Law / Jurisdiction and Venue**. This Agreement shall be governed by and construed in accordance with the laws of the State of California with venue in the County of Orange.

 **Attorneys’ Fees**. If any legal action is brought to enforce and/or interpret this Agreement, the prevailing party shall be entitled to recover his/her/its reasonable attorneys’ fees and costs incurred in that action.

 **Miscellaneous**. This Agreement embodies the final and complete understanding between You and Rosemary Road regarding the maintenance and servicing of Your Pool Installation, replacing and superseding all previous oral or written agreements, understandings, and arrangements with respect to such maintenance. This Agreement may not be modified or amended except in a writing signed by You and Rosemary Road. Where applicable, the Parties represent and warrant that as of the date they signed this Agreement, they are in good standing in their respective jurisdictions, and the individuals signing this Agreement have the requisite legal power and corporate authority to bind the Parties. If any provision of this Agreement shall, for any reason, be held to be invalid, unenforceable, or illegal, such provision shall be severed from this Agreement, and such invalidity, unenforceability, or illegality shall not affect any other provisions of this Agreement.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

This Agreement has been entered into knowingly and voluntarily at arm’s length, and thus any rule of law or legal decision that would require interpretation of this Agreement against the drafter, including Civil Code section 1654, is not applicable and is irrevocably and unconditionally waived. Nothing contained in this Agreement shall be deemed or construed as creating a joint venture or partnership between any of the Parties.

|  |  |
| --- | --- |
| **ROSEMARY ROAD INTERIORS LLC**Dated:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_By:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, a Managing Member | Dated:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_By:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Signature\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Printed Name |