

From:

Kiyonda Powell

Kiyonda Powell Design Studio, LLC

Interior Design

3014552534

kiyonda@kiyondapowell.com



Bill To:	Laura Reams
	lreams@hyattsville.org
Project:	Hyattsville Mayor's Office
Type	Corporate
Date	TBD
Time	TBD
Location	TBD

HYATTSVILLE MAYOR'S OFFICE PROPOSAL

Version 2

PROPOSAL

	QTY	UNIT	PRICE	TAX	TOTAL
DESIGN PHASE	1.0		\$1,250.00		\$1,250.00
Covers design time for sourcing and design compilation for overall presentation to the client. Two rounds of reasonable edits are included in the design agreement.					
DOCUMENTATION + PROCUREMENT	1.0		\$1,000.00		\$1,000.00
Includes design time for documenting specifications for designer, contractor and client use as well as the preparation of purchase orders and procurement of goods for client's space.					
PROJECT MANAGEMENT + ADMINISTRATION	1.0		\$450.00		\$450.00
Project management includes the coordination with vendors, contractors and client interface for the project. The designer will need to be present for site visits to make sure the design intent is being achieved. The designer also manages any service components with purchased goods. The designer will coordinate with receiver to manage the install of product and maintain the budget sheet and tracking for product with overall schedule.					
INSTALLATION COORDINATION	1.0		\$300.00		\$300.00
The designer and team will oversee the installation of finished goods as well as stage and place accessories to complete the space.					
PURCHASED GOODS	1.0		\$19,801.00		\$19,801.00
Furniture, lighting, equipment, art and accessories Some items are allowance based in the budget and final cost will be edited once available. Price includes tax and shipping					

Subtotal:	\$22,801.00
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Total Amount:	\$22,801.00
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PAYMENT PLAN

1. \$2,700.00	Jan 25, 2019	#43278-000194	UNPAID
2. \$19,801.00	Jan 25, 2020	#43278-000195	UNPAID
3. \$300.00	Jan 25, 2020	#43278-000196	UNPAID

Total Amount: **\$22,801.00**

SERVICE CONTRACT

Client Service Agreement

Entered into on Jan 25, 2019.

Parties:

Known as "Designer"

Kiyonda Powell Design Studio, LLC

kiyonda@kiyondapowell.com

151 Q Street, NE #3505 Washington, DC 20002

3014552534

and

Known as "Client"

Laura Reams

lreams@hyattsville.org

4310 Gallatin Street Hyattsville, MD 20781

301-985-5009

Collectively, all of the above people or businesses entering this Agreement will be referred to as the "Parties."

Purpose of the Agreement

Client wishes to hire Designer to provide services relating to Client's Office Space as detailed in this Agreement. has agreed to provide such services according to the terms of this Agreement.

Terms

Package. Client chooses Full Design Service.

1. Scope of Services. The Interior Designer shall depending on project requirements provide some or all of the following services ("Services") to the Client in accordance with the terms and conditions of this Agreement: Communication regarding the activities below are included as part of defined "services" payable by the clients.

- Provide layout for ideal use of space for both Mayor's office and City Council meeting space; Source and purchase furniture, lighting and accessories; Design, source and purchase window treatment; Specify paint and provide location details to facilities manager; Work with facilities manager to schedule and coordinate install; Coordinate with local artist for custom wall mural

2. Retainer and Payments. Client shall pay a non-refundable retainer in the amount of \$\$2,700.00 for Interior Designer to perform the services specified herein. Upon payment, Interior Designer will begin planning and drafting a conceptual design for Client's design space for the time and date agreed upon by both parties. Client agrees that this retainer is earned by Interior Designer when paid, and is remitted in consideration of the experience, reputation, and skill of the Interior Designer. The design process includes 2 rounds of reasonable edits where needed in the design.

After the design has been presented and approved, the documentation and project management complete and the retainer has been exhausted, the following fees will apply:

- Installation

These fees are referenced in the fee structure.

A late fee of 1.5% of the amount owed per day shall be applied to any payments made after the agreed upon date.

3. The Sale and Shipping of Goods. All art, finish materials, fixtures, furniture and other goods used in the design space presentation will be available for purchase by Client. Goods will be available for purchase. The designer will charge a mark up fee on all goods. The markup fee is a percentage that is based on the trade vendor discount and project budget. The total price for the goods will not exceed the retail cost. A separate invoice will be provided for all goods that the client would like to purchase. Client will be responsible for all shipping costs. For vendors that require Client have a receiver or white glove service in order to receive goods, there will be an additional service fee that will be invoiced to the client.

4. Design Audit. After the design space has been presented and approved by the Client, the Client will be given the opportunity to recommend any changes to the Interior Designer. The Client will be billed at an hourly rate of \$175.00 for any additional hours of work that are needed in order to implement any changes to the design space after initial approval.

5. Travel and Overage Fees. The Client will be charged for travel expenses for projects outside of the DC metro area.

6. Optional Expenses. Client can receive a three-dimensional design renderings upon request and at an additional cost. Client can also request any additional services outside of the scope of services listed above for additional costs.

7. Cancellation. If for any reason Client cancels this Contract, the Interior Designer shall keep the retainer and any monies paid on the date of cancellation. Client must provide notice of cancellation via email to Interior Designer.

8. Rescheduling. If for any reason, the Client reschedules the design space presentation at least 24 hours prior to the design space presentation date, and such rescheduling is confirmed via email to the Interior Designer, the retainer may, at the Designer's sole discretion, be applied to the new date.

9. Exclusivity. Client understands and agrees that he or she has hired Interior Designer exclusive of any other interior design service provider. In order to provide a high level of satisfaction and quality of service, no other service providers, other than any assistant or third party that Interior Designer hires to complete the Services outlined in this Agreement, are permitted to provide the same or similar services or products, paid or unpaid, at the locations and dates specified in this Agreement.

10. Cooperation. The Client shall assist and cooperate with the Interior Designer in obtaining the desired design. After the Interior Designer presents the design board, Client shall express any preferred vendors, items or materials that he or she wants to be incorporated into the design space.

11. Artistic Style. Client has spent a satisfactory amount of time reviewing Interior Designer's work and has a reasonable expectation that Interior Designer will perform the Services in a similar manner and style unless otherwise specified in this Agreement. The Interior Designer retains the right of discretion in selecting the photographic materials released to the Client.

12. Consistency. Interior Designer will use reasonable efforts to ensure Client's desired Services are produced in a style and manner consistent with Interior Designer's current portfolio and Interior Designer will try to incorporate any reasonable suggestion made by Client. However, Client understands and agrees that:

1. Every client and design space is different, with different tastes, budgets, and needs;
2. Services are often a subjective art and Interior Designer has a unique vision, with an ever-evolving style and technique;
3. Interior Designer will use its artistic judgment when providing Services for Client, which may not include strict adherence to Client's suggestions;
4. Although Interior Designer will use reasonable efforts to incorporate Client's suggestions and desires when providing Client with the Services, Interior Designer shall have final say regarding the aesthetic judgment and artistic quality of the Services;
5. Dissatisfaction with Interior Designer's aesthetic judgment or artistic ability are not valid reasons for termination of this Agreement or request of any monies returned.

13. Client Usage of Designs. The Client shall not make any reproductions of Interior Designer's works or designs of resulting from this Contract. The Client shall not make, or provide authorization to a third-party to make, reproductions of Interior Designer's works or designs resulting from this Contract.

14. Social Media. Interior Designer grants to Client a non-exclusive license of product(s) produced with and for Client for personal use only so long as Client provides Interior Designer with attribution each time Client shares pictures of Interior Designer's designs. The Client may share web/blog post links and social media albums through use of the share functions and dissemination of direct links. The Client shall identify "@kiyondapowell" (Interior Designer) and the photographer of the design space in the caption of all photographs of Interior Designer's designs uploaded to social media websites and profiles.

15. Photographic Release. The Client hereby grants to Interior Designer and its legal representatives and assigns, the irrevocable and unrestricted right to use and publish photographs of the design space or in which the Client may be included, for editorial, trade, advertising and any other purpose and in any manner and medium; to alter the same; and to copyright the same. The Client hereby releases Interior Designer and its legal representatives and assigns from all claims and liability relating to said photographs.

16. Safe Working Environment. The Client agrees to undertake the best efforts to ensure that Interior Designer and the Interior Designer's staff are treated with respect and dignity and that the Interior Designer is provided with a safe working environment. The Interior Designer retains the right to cancel the remainder of any design session in the event that design session commit any instances of sexual harassment, violence, threats, or other similar behavior that would lead a reasonable person to feel unsafe in such an environment. In the event of such cancellation the Client shall not be entitled to any refund.

17. Independent Contractor – Assistant Interior Designer. The Interior Designer shall, at the Interior Designer's sole discretion, supply an Assistant Interior Designer to aide Interior Designer during design sessions. Assistant Interior Designer is an independent contractor and is not an employee of Client. The Interior Designer reserves the right and discretion at selecting the appropriate assistant Interior Designer.

18. Vendor Guidelines. The Interior Designer is bound to guidelines and policies of the vendor's rules and policies. Negotiation with the vendors for modification of guidelines and/or policies is the Client's responsibility. Any additional permits or fees required by the vendor shall be the responsibility of the Client.

19. Impossibility. Notwithstanding the above, either party may choose to be excused of any further performance obligations in the event of a disastrous occurrence outside the control of either party, such as, but not limited to:

1. A natural disaster (fires, explosions, earthquakes, hurricane, flooding, storms or infestation); or
2. War, Invasion, Act of Foreign Enemies, Embargo, or other Hostility (whether declared or not); or
3. Any hazardous situation created outside the control of either party such as a riot, disorder, nuclear leak or explosion, or act or threat of terrorism.

20. Failure to Perform Services. In the event Interior Designer cannot or will not perform its obligations in any or all parts of this Agreement, it (or a responsible party) will:

1. Immediately give Notice to Client via the Notice provisions detailed in this Agreement; and
2. Issue a refund or credit based on a reasonably accurate percentage of Services rendered; and
3. Excuse Client of any further performance and/or payment obligations in this Agreement.

21. Notice. Parties shall provide effective notice ("Notice") to each other via email

1. Interior Designer's Email: [kiyonda@kiyondapowell.com \(mailto:kiyonda@kiyondapowell.com\)](mailto:kiyonda@kiyondapowell.com)
2. Client Email: n/a

The parties may amend this Agreement only by the parties' written consent via email.

22. Limit of Liability. Client agrees that the maximum amount of damages he or she is entitled to in any claim relating to this Agreement or Services provided in this Agreement are not to exceed the Total Cost of Services provided by Interior Designer.

23. Severability. If any portion of this Agreement is deemed to be illegal or unenforceable, the remaining provisions of this Agreement remain in full force.

24. Merger. This Agreement constitutes the final, exclusive agreement between the parties relating to the and Services contained in this Agreement. All earlier and contemporaneous negotiations and agreements between the parties on the matters contained in this Agreement are expressly merged into and superseded by this Agreement.

25. Indemnification. The Interior Designer shall be held harmless for any and all injury to the Client and the Client's property during the course of the design sessions and the immediately surrounding events. Client agrees to indemnify, defend and hold harmless Interior Designer and its affiliates, employees, agents and independent contractors for any injury, property damage, liability, claim or other cause of action arising out of or related to Services and/or product(s) Interior Designer provides to Client.

26. Attorney's Fees. If either party to this Contract brings a legal action against the other party to this Contract to secure the specific performance of this Contract, collect damages for breach of this Contract, or otherwise enforce or interpret this Contract, the prevailing party shall recover reasonable attorney's fees and all costs, premiums for bonds, fees, and other expenses expended or incurred in the action in addition to any other relief that may be awarded.

27. Arbitration. The parties expressly consent to jurisdiction and venue of the courts of the District of Columbia, with respect to any suit, claim or dispute arising out of, or relating to, this Agreement. It is understood and agreed by the parties that the Court where litigation is first commenced will retain jurisdiction over any and all related claims or disputes arising out of and concerning this Agreement.

IN WITNESS WHEREOF, both parties signify their authority to act on their organization's behalf and agreement to abide by the terms of this contract effective the date written above by the signatures affixed below.

Kiyonda Powell

TBD

Laura Reams

TBD

kiyonda@kiyondapowell.com | <https://kiyondapowell.com> | 3014552534 | 151 Q St NE, #3505, Washington, DC 20002