AGREEMENT

The following proposal ("Agreement") sets forth the understanding and agreement for the engagement of Lys + Nat Design, LLC ("Lys + Nat") by Marcy Anderson ("Client") for design services relating to the Anderson/Gutierrez residence in Sperryville, Virginia.

Engagement. Client hereby retains Lys + Nat Design, LLC to provide interior design services for the residence located in Sperryville, Virginia, as outlined in the accompanying scope of work. Additional structures, furnishings, and services outside the defined scope will be addressed through separate written addendums.

Scheduling. Design services will be coordinated in accordance with project priorities, construction schedules, and the availability of Lys + Nat Design and other project professionals. The design phases may overlap and evolve based on the needs of the project.

Compensation. All design services will be billed at an hourly rate of $175. Services will be billed based on actual time incurred, including design development, research, sourcing, documentation, meetings, communication, coordination, procurement, project administration, site visits, and travel time.

Initial Design Retainer. An initial **design retainer of $7,000 is due upon execution of this Agreement** and will be applied toward hourly design services rendered. The initial retainer does not represent an estimate or maximum amount of the total design investment.

Billing. Once the initial retainer has been utilized, **additional design time will be invoiced monthly as incurred**. Payment is due upon receipt of invoice. Lys + Nat Design reserves the right to pause or cease work in accordance with this Agreement if payments are not received when due.

FF&E, including furniture, fixtures, equipment, accessories, materials, and other products, **must be paid 100% in full** prior to Lys + Nat Design purchasing, ordering, or procuring any items on Client's behalf.

AGREEMENT *cont.*

Limitations. Any estimates of cost that Lys+Nat provide the Client are solely for the purpose of informing Client of the potential cost of any services, materials, finishes, fixtures, furnishings, etc. Estimates are not binding, and actual costs or fees may be more or less than such estimates.
Client shall be liable for any materials and/or product ordered by Lys+Nat on Client's behalf, regardless of whether or not Client ultimately determines to use materials and/or product. Lys+Nat shall not be responsible for any return delivery, shipping or restocking fees of any materials or products not used.
Any drawings and specifications are to be used in a conceptual nature. They are intended to set forth design intent only, and not to be used for architectural, engineering or construction purposes.

Lys+Nat shall not be liable for any consequential, incidental, liquidated, special or indirect damages, or for acts of negligence that are not intentional or reckless in nature.

To the extent permitted by law, Client agrees to indemnify, defend, and hold harmless Lys+Nat and its members, managers, employees, and agents from and against any claims for personal injury and/or property damage arising out of Client's use of Lys+Nat's design services, except to the extent Lys+Nat is determined by a court of law to have been grossly negligent.

Lys+Nat shall not be responsible or liable for permits, governmental approvals, inspections, engineering, architectural services, manufacturing defects, construction, Acts of God, strikes, delays or actions of any third parties.

Existing Project Conditions. Client acknowledges that Lys + Nat Design is joining the project after construction has commenced and numerous design decisions, material selections, purchases, and installations have already been established. While Lys + Nat Design will review existing selections and provide recommendations for refinement where appropriate, Lys + Nat Design is not responsible for design decisions, specifications, orders, construction conditions, or installations completed prior to its engagement. Any requested review, reselection, redesign, or coordination associated with existing conditions will be billed at the agreed hourly rate. Any additional costs associated with approved changes to previously ordered materials, existing selections, or completed construction, including cancellation fees, restocking fees, replacement materials, and associated labor, will be the responsibility of the Client, except to the extent caused by Lys + Nat's own errors or omissions.

AGREEMENT *cont.*

Force Majeure. In the event of unforeseen circumstances or events beyond our reasonable control, including but not limited to natural disasters, acts of God, pandemics, governmental actions, or strikes, either party may temporarily suspend their obligations under this contract for the duration of such events, with no liability for damages or losses beyond what has already been incurred. If the Force Majeure Event continues for 30 days or more, either party has the option to terminate this contract. All other terms of this contract will remain in effect, and this clause is governed by Virginia's laws. This clause is effective upon contract execution.

Termination. Termination. Either party may terminate this Agreement without cause by providing seven (7) days' written notice to the other party. Upon termination, Lys + Nat will return materials belonging to the Client.

Upon termination, all fees for services properly rendered, authorized purchases, and approved project-related expenses incurred through the effective termination date will be reconciled. Any remaining design retainer will be applied toward outstanding hourly design fees.

Any outstanding balance will be invoiced to the Client, and any unused retainer balance will be returned following final reconciliation. Termination does not relieve either party of obligations incurred prior to the effective termination date or waive any rights or remedies arising from a breach of this Agreement.

AGREEMENT *cont.*

Modification/Waiver. This Agreement may be modified by the parties. Any modification of this Agreement must be in writing, except that Designer's invoices may include, and Client shall pay, expenses or costs that Client authorizes by electronic mail in cases of extreme time sensitivity. Failure by either party to enforce any right or seek to remedy any breach under this Agreement shall not be construed as a waiver of such rights nor shall a waiver by either party of default in one or more instances be construed as constituting a continuing waiver or as a waiver of any other breach. Signatures via email, text and in writing are acceptable when changes are agreed upon.

Photography. Lys+Nat shall have the right to document, photograph or otherwise record all completed designs or installations of the Project, and to reproduce, publish and display such documentation, photographs or records for Lys+Nat promotional purposes.

This Contract becomes effective only when signed by authorized signatories of both Client and Lys+Nat. Regardless of the place of signing of this Contract, Client agrees that for the purposes of venue, any disputes will be litigated or arbitrated in the Commonwealth of Virginia.

AGREEMENT *cont.*

Agreed to and acknowledged by the duly authorized signatories below:

Client

NAME: TITLE: _____

SIGNATURE: _____ DATE: _____

Lys+Nat

NAME: TITLE: _____

SIGNATURE: _____ DATE: _____