



WELCOME PACKET





## *Welcome to the Peppeward Design Family!*

We are excited to be working with you on your upcoming project. Please take a moment to review our policies. If you have any questions, please let us know.

## *Office Hours*

Monday - Thursday 9:30 am - 3:30 pm CST  
201 Cedar Avenue, St. Charles

## *Contact*

Email: [hello@peppewarddesign.com](mailto:hello@peppewarddesign.com)  
Address: 201 Cedar Avenue · St. Charles, IL 60174

## *Meetings*

The success of your project is contingent upon open communication. We will do our best to respond within 48 business hours to any form of communication. All in person meetings must be scheduled at least 72 hours in advance and all cancellations require a 24 hour notice. Those canceled within 24 hours of the set meeting may be subject to a cancellation fee.

## *Project Management*

There is a substantial amount of information and detail that goes into a design project. To maintain organization, we have set up a dashboard access link to all proposals and invoices so you can review it 24 hours a day. A link will be emailed to you upon the first proposal or invoice being sent.

## *Payment*

Your payment schedule is outlined in your signed Interior Design Contract. All invoices will be sent via email. Payment is accepted by check payable to "Peppeward Design," credit card, or bank transfer.



## *The Creative Process*

Outlined below is our creative process. It will serve as a guideline to how your project will proceed.

### *phase I*

#### *Design Consultation*

Although every design project is different, a consultation is always the first step in the process. We believe a successful project starts with clear communication to ensure your needs are met. This consultation will include an overview of the existing spaces, your goals for the project, a rough timeline for completion, and your estimated budget.

### *phase II*

#### *Schematic Design*

During Phase II, we will use our site visit to develop the preliminary design through initial drawings and design concept. The design concept will evoke the overall desired feeling of the space and will help inform future decision making.

#### *Design Development*

As the project progresses, we will enhance the preliminary design for your project. This may include reviewing finish schemes and lighting selections or finalizing floor plans and architectural details for the space.

### *phase III*

#### *Final Presentation*

At the beginning of Phase III, we will finalize all approved elements of the design from Phase II.

#### *Construction*

If your project requires drawings for renovations, they will be issued at this time to the appropriate industry professionals for construction.



### *Procurement and Project Management*

In this step, we will create and track all purchase orders necessary for your project. We will also work with tradespeople to ensure the project is being implemented as we envisioned.

*phase IV*

### *Installation*

In the final phase of the project, we will coordinate installation of all purchased items including furniture, art and accessories to ensure no design detail is overlooked and your space is completed to perfection.

### *Photography*

The moment we've been waiting for! This process usually takes place after an install or on a mutually agreed upon date. We will accessorize and "style out" your space for photos - should you wish to purchase any items from this shoot we will put together a proposal for you. Please review "WHAT TO EXPECT" for more details on photography expectations.

### *Replacements*

Should anything be damaged during install or needs to be fixed, don't worry. We've got you covered. That's why you hired us. Expect for this to be handled in a timely manner.

*what to expect*

### *Project Creation*

Beautiful spaces take time to create. Thoughtful consideration is given to each decision and selection to ensure it reflects the overall aesthetic, your taste and personality and the way you live. It takes 3-4 weeks to complete an average size room design. What you end up with is a complete picture; furniture selections, lighting, rugs, wall color or covering. In short, *EVERYTHING*.

### *Hourly Design Fee*

Hourly designer fees are the industry standard and considered a best practice. A markup of purchased goods is applied when items are purchased.



A designer's professional talent, skills, resources, industry contacts, trade partners, time and practiced eye are what you have hired. Each project is special and requires varying amounts of time. Understanding this and providing clear decision and direction lets the designer know you are serious about your project and respect their professionalism, talent, and time.

### *Communication and Timely Feedback is Key*

Timely feedback is crucial to continue the momentum of the project. When we need an answer to questions, please respond quickly. Always share your thoughts and ideas and be sure to ask questions.

### *Placing Orders*

Manufacturers will not accept an order without payment. 100% of the order total is required to purchase and the balance, which will include any delivery or shipping costs, is due at time of delivery.

### *Perfection*

Naturally we strive for perfection. Having said that, mistakes happen. When flaws are discovered, it is our job to manage and rectify the situation.

### *Custom and Special Orders*

..... are exactly that, custom and special. As such, once the order is approved and submitted it is yours and cannot be canceled or returned.

### *Lead Time*

This is an industry phrase referring to how long an item will take to manufacture. These estimates are usually pretty accurate, but from time to time there are frustrating delays. We stay on top of all orders and keep you informed along the way.

### *Updates*

Throughout the project, we check in with factories, window treatment workrooms, and suppliers to keep you apprised of status and delivery times.

### *Discontinued Items*

There may be times when a selected item is no longer available even though a reserve was placed or stock was checked prior to ordering. It is an unfortunate characteristic of the interior design industry. While it is disappointing and inconvenient, we WILL find a replacement you love.



### *Freight Charges*

Invoices will reflect both freight charges and local delivery charges. Freight is necessary when upholstery or case goods are shipped from a manufacturer and require a local receiver or dock. This is also the safest and most economical way to transport items over a great distance.

### *Local and Delivery Set Up*

Our local receiver carefully inspects all freight shipments for damage, provides white glove delivery to your home and will not leave until each piece is placed in the proper location. Added bonus: they are really nice guys and gals!

### *Installations*

It is our policy and intention to install as quickly as possible. Our clients are encouraged to be away from the house that day so they can return home to the beautiful result. But remember, carpenters, painters and paperhangers will need to do their jobs in advance of furniture, rug and window treatment installations. Yes, there is truly a method to the madness!

### *Carpet, Rugs and Upholstery*

Fabrics and rugs require care. So, even if we have upholstery and rugs treated with top quality stain repellents, they will get dirty over time. Stain repellents are not bulletproof and cannot protect against oil based stains. New technology in stain repellent treatment is available at an additional cost. We will discuss treatment options, proper care and cleaning as we go along.

### *Trade Partners*

There is no substitute for having been around the block. When you choose to work with us, you receive much more than our practiced eye and design aesthetic. We have worked hard to establish relationships with upholsterers, painters, carpenters, window treatment workrooms, wallpaper hangers and – well you get the idea. These professionals provide outstanding service and quality at a fair price. We only work with honest, reliable, and talented professionals, most of whom we've known for many years.



### *Advice and Opinions*

Designers love to give out advice and share opinions – which is presumably why you hired us. We let you know when it makes sense to spend extra for quality and when choosing something more affordable is the better way to go. We can talk to the advantages of one fabric fiber versus another and the proper care. Got kids and pets? – then we will always have that at front of mind. In short, we’ve got your best interest at heart and want you to be head over heels when your project is complete.

### *Paint*

Choosing the right color can be “oh so tricky”. But relax, we are good at this! Paint color changes with the light from morning to night. It looks completely different in incandescent light vs. a compact fluorescent. When should you choose a flat finish versus a gloss? And what about quality? Low VOC? We’ve got you covered!

### *Murphy’s Law*

From time to time things can go wrong. With good communication, flexibility and a positive attitude, we can solve any problem!

### *Photography*

Client will permit Peppeard Design or its representatives to photograph the progress and completion of the project during and within one (1) year after completion of the project. Peppeard Design will be entitled to use photographs for business purposes (including but not limited to marketing and advertising) but will not disclose the project location or Client’s name without Client’s prior written consent. All photographs shall be and remain the sole property of Peppeard Design.

\_\_\_\_\_ Initial to indicate receipt and understanding





### *Client Information*

Name(s):

Address :

Home Phone:

Mobile Phone:

### *Peppeward Interiors LLC*

("Peppeward") hereby proposes to furnish the following interior design services to the client(s) ("Client") for the project located at \_\_\_\_\_

\_\_\_\_\_ at the hourly rate of \$200.00 pursuant to the Terms and Conditions hereof:

#### *a. Creation of project design*

Design creation can include time spent (i) researching and consulting with Client, (ii) sourcing materials, (iii) creating proposed design, (iv) revising designs, (v) creating conceptual drawings as requested and (vi) all other professional services reasonably necessary to service Client's design goals.

#### *b. Contractor oversight*

Peppeward shall provide reasonable oversight of the construction work of all contractors retained to perform any services necessary to complete the design concept. In addition to Peppeward's hourly rate, Peppeward shall be entitled to a general management fee of all construction labor costs.

In addition, for a one-time fee of \$500.00, Peppeward shall perform a color consultation as part of its design concept. The color consultation is intended to assist Client in the selection of interior and exterior colors for Client's home.

#### *c. Purchasing Materials*

Peppeward shall have the exclusive right to purchase all materials necessary to complete the design concept that is accepted by Client and provide such materials to the client with a price markup. Client shall be responsible for all shipping costs and taxes related to purchased materials.



### *Additional Notes Payment*

Peppeard shall periodically invoice Client for the services provided. Client shall pay all invoices upon receipt. If payment is not received upon receipt, a fee of 3% will be applied. Client shall prepay for all materials based upon Peppeard's projected markup costs, including estimated shipping charges and taxes. To the extent final payment for materials, including any shipping charges and taxes, are in excess or are less than the projected costs, Client shall pay such additional amounts or receive a refund, as warranted, to ensure that Peppeard is fully compensated. Any invoice disputes must be made within 7 days of receipt of the invoice or they will be deemed waived.

### *Retainer*

Peppeard Design shall require a retainer equal to 20 hours of work at \$200/hour rate, or \$3,300 from client at start of design work. Peppeard shall invoice client periodically, as standard, approximately once every 2 weeks, noting hours worked with description and dates, and offset with paid retainer. Peppeard shall notify client once hours worked totals 15 hours. Once 20 total design hours have been worked, Peppeard will re-engage client to determine scope of project going forward, and determine additional retainer needs at that time with client.

### *Terms*

This proposal is not binding and shall be considered void unless signed by Peppeard and Client within 30 days of issuance. Peppeard retains the right to correct clerical errors in this proposal before acceptance. Once accepted by Peppeard and Client, this proposal, along with the Terms and Conditions on the back page hereof, becomes a binding contract.

### *Photography*

Client will permit Peppeard Design or its representatives to photograph the progress and completion of the project during and within one (1) year after completion of the project. Peppeard Design will be entitled to use photographs for business purposes (including but not limited to marketing and advertising) but will not disclose the project location or Client's name without Client's prior written consent. All photographs shall be and remain the sole property of Peppeard Design.

### *Acceptance*

The terms and prices of this proposal, along with the Terms and Conditions on the back page hereof, are hereby accepted by Client, and Peppeard is authorized to commence work on the project as of this \_\_\_\_\_ day of \_\_\_\_\_

Client \_\_\_\_\_ *Peppeard Design LLC* \_\_\_\_\_

## Terms and Conditions

Changes in the Design. All designs created by Peppeward reflect the designer's tastes, opinions and interpretations of the Client's goals. Peppeward cannot be held responsible for designs that are rejected, designs that require modification or designs that the Client finds undesirable. Client will be responsible for all designs, including any changes or modifications thereto. Client shall be responsible for any work performed by Peppeward at Client's request pursuant to or confirmed by this agreement or email. Once approved by Client and ordered, Client shall be responsible for the cost of any materials.

1. Design Ownership. Peppeward is and shall be, the sole and exclusive owner of all right, title, and interest throughout the world in and to all the results and proceeds of the services performed under this agreement, including its designs and all concepts, documents, drawings or specifications related thereto. Peppeward's rights include ownership of all patents, copyrights, trademarks, service marks, trade secrets, and other intellectual property rights. Client irrevocably assigns to Peppeward all right, title and interest throughout the world in and to Peppeward's designs. The Client may not use Peppeward's designs for any other purpose than the completion of the agreed project. In the event Client violates Peppeward's property rights and uses any of Peppeward's designs for other projects, Client agrees to compensate Peppeward in an amount equal to the total fees and costs paid under this agreement.

2. Materials. Materials are subject to adjustment to price in effect at the time of shipment. Upon shipment of materials from supplier or manufacturer, Client bears risk of loss related thereto. Peppeward retains ownership of all materials until full payment is made and shall be allowed to remove the same from the project premises in the event of non-payment. Client shall inspect all materials delivered to Client and immediately advise Peppeward and the freight company of any damage at the time of delivery. Client should not accept any materials with damaged packaging absent Client's visual inspection of the materials. All damaged materials delivered to the Client shall be returned, replaced and/or exchanged pursuant to the supplier or manufacturer's then existing policies. Should Client return standard (non-custom) materials for any reason other than damage, Client shall receive a reimbursement pursuant to the supplier or manufacturer's then existing return/exchange policies, but Client shall not be reimbursed the markup cost paid to Peppeward for any such materials. All sales of custom materials are final and non-refundable.

3. Exclusive Material Provider. Peppeward shall have the exclusive right to provide materials to Client in order to complete the design services. Client agrees to refrain from sourcing and purchasing such materials, individually or through another, in disregard of Peppeward's rights. In the event the Client sources and/or purchases materials without the involvement of Peppeward, Client agrees to pay Peppeward an amount equal to 30% of the gross cost Client paid for any such materials or an amount equal to Peppeward's markup for any such materials, including like or similar materials, as sourced by Peppeward, whichever is higher. Peppeward's rights as Client's exclusive material provider shall survive termination of this agreement.

4. Payment/Right to Stop Work. Peppeward shall have the right to stop work if payment is not made when due and resume the work upon receipt of all payments due. This right shall be in addition to any other right or remedy Peppeward may have at law or as provided herein. Failure by Client to pay Peppeward when payment is due is a material breach of this agreement. Client acknowledges that additional costs and delay in stopping and starting the project shall be payable to Peppeward as part of its services.

5. Estimates. Any estimates of fees or costs provided by Peppeward to Client are not binding and are provided for informational purposes.

**6. WARRANTY EXCLUSIONS and LIMITATIONS. WITH RESPECT TO THE SERVICES AND MATERIALS PROVIDED TO CLIENT BY PEPPEARD, PEPPEARD HEREBY DISCLAIMS ALL WARRANTIES, INCLUDING ALL EXPRESS, IMPLIED AND STATUTORY WARRANTIES AND SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTY OF FITNESS FOR PARTICULAR PURPOSE AND ANY IMPLIED WARRANTY OF MERCHANTABILITY. PEPPEARD SHALL NOT BE RESPONSIBLE FOR ANY CONSEQUENTIAL OR INCIDENTAL DAMAGES, LOST PROFITS OR LOST USE, OR ANY OTHER DAMAGES RELATED TO THE SERVICES OR MATERIALS.** For

all materials provided to Client, Peppeward shall assign all manufacturer and/or supplier warranties therefor to Client.

7. Attorney's Fees and Costs. Client shall pay Peppeward's reasonable attorney's fees and costs incurred in enforcing this agreement and in collecting any sums owed to Peppeward, including post-judgment collections. All sums due and owing Peppeward shall bear interest at the rate of 18% per annum, or the highest rate permitted by law.

8. Limitation of Liability. In the event of any claim by Client, or anyone claiming by or through them, against Peppeward, either at law or equity and arising out of or in any way connected with the services and materials provided by Peppeward under this agreement, the sole and entire remedy for all such claims in the aggregate shall be an amount equal to 50% of the total hourly fees invoiced and received by Peppeward under this agreement. Client otherwise forever releases, remises and discharges Peppeward and its owners and employees from any claim arising from the services provided under the agreement and otherwise agrees to defend and indemnify them against any claims or damages arising out of the services and materials provided under this agreement.

9. Construction. All construction work required to complete any design shall be performed by contractors hired by Peppeward. Peppeward shall oversee and coordinate such work for purposes of compliance with the design. Peppeward is not responsible for damages caused by their work, including the performance, quality, timeliness or delivery of the work, or the means, method or manner thereof, and Client's sole remedy in relation thereto shall be against the contractors. 10. Law. This agreement shall be governed under the laws of the State of Illinois. The exclusive venue under this agreement shall be the Circuit Court of Kane County.

11. Statute of Limitations. Any action for breach of agreement held by Client must be commenced within 60 days of accrual and shall not be extended by any limitation period applicable to Peppeward. Peppeward must commence any such action within the time allowed by applicable law.

12. Waiver. No right or remedy of Peppeward under this agreement can be waived except upon the express written consent of Peppeward.

13. Publicity. Client agrees to permit and otherwise grants a non-exclusive license to Peppeward to photograph Client's project and property and to use the photographs, with or without Client's name, for any lawful purpose, including for use in marketing, advertising and social media. Peppeward shall not disclose the project location in any such use of the photographs.

14. Termination. Peppeward retains the right to terminate this agreement at any time and for any reason provided, however, that such termination shall not impact Peppeward's right to payment for services performed selected prior to termination or as exclusive materials provider. Client may terminate this agreement in the event of a material breach hereof by Peppeward, but shall be responsible for the payment of all services performed by Peppeward prior to termination as well as the fee Peppeward would have earned as Client's exclusive material provider under the design concept existing at the time of termination or any other design concept selected by Client, whether created by Peppeward or otherwise, whichever is higher.

15. Integration. This agreement, the Proposal, the terms and conditions, any change orders and any express attachments to the Proposal shall together represent the entire understanding and whole agreement between Peppeward and Client relating to the services and materials provided on the agreement and shall supersede any previous written or oral representations or agreements between the parties. Client acknowledges that it has not relied on any representations, including estimates, other than those set forth in this agreement in entering into this agreement.

*Client Initials* \_\_\_\_\_