

## **TERMS AND CONDITIONS**

### **OVERVIEW**

Please read these Terms of Service carefully before. Throughout this agreement, the terms “we”, “us” and “our” refer to Krista Lyn Vaters Interior Design Studio Inc, and “client” refers to the purchaser of this package. By purchasing one of our eDesign packages you agree to be bound by these Terms of Service. If you do not agree to all the terms and conditions of this agreement, we reserve the right to terminate this contract and our services at anytime.

You can review the most current version of the Terms of Service at any time on this page. We reserve the right to update, change or replace any part of these Terms of Service as we see fit.

Our online services are hosted by MyDoma Studio, who provide us with the online e-commerce platform that allows us to sell our products and services to you. You agree not to reproduce, duplicate, sell, or exploit any portion of our services or content, unless you have written permission by Krista Lyn Vaters Interior Design Studio Inc.

### **AGREEMENT**

By purchasing this eDesign package, you are agreeing to the cost outlined in the description and you understand and agree pay the fee in the pricing ranges as outlined in the package description. In exchange for the fee, the designer shall provide the task and material as outlined and agreed upon in the SCOPE OF WORK detail attached.

As the client, you fully understand and agree when purchasing the eDesign package, you are required to provide the information requested of the space and items within to the designer. Withhold requested information, will result in the designer being unable to provide a design to meet the needs and requirements of the space. Please read the REQUIRED OF ME included in the details of this package.

If information required to be provided by client is not provided, therefore resulting in a delay to complete the design more than 14 days after the request, Krista Lyn Vaters Interior Design Studio Inc, reserves the right to request progress payment for work already completed.

### **FEES**

The initial fee of \$125 +tax is due upon purchase of this package and the remainder of the balance due as outlined in the payment schedule listed. This fee is non-refundable and is not transferable and will be applied to the total cost of the package as a payment and is not an added cost.

The total cost, as outlined in the package pricing range, will be determined, and agreed upon in the initial meeting where the scope of work per project is determined. If the scope of work is outside the parameters of this package OR the project space is greater than the square footage outlined, the designer reserve the right to terminate this service and offer the appropriate eDesign package for your project or develop a

custom package to meet the requirement of the scope of work and size of space.

### **ADDITIONAL FEES**

If additional services are requested by client that are not included in or above the SCOPE OF WORK, the designer will submit a cost-of-service proposal based on our hourly rates, by which the client will be required to preapprove prior to the rendering of those services. All accepted approvals via our online studio are legally bound.

### **PAYMENT SCHEDULE**

Our payment schedule is outlined as follows:

- Upon purchase the initial fee of \$125+tax is due.
- Prior to the start of the design process 50% of the total cost is due. The design will not be start until this is paid.
- The final balance is due after the final consultation and before the release of the final project details and material.

Failure to comply with these payment terms will result a hold on all services and information until the account is paid to date. Any outstanding invoice past 15 days will be subject to a 2% monthly interest charge until payment due is received and paid in full.

### **TERMS OF PAYMENT**

Krista Lyn Vaters Interior Design Studio Inc accepts payments for eDesign Packages via our online store by credit card or Interac. If the scope of work was extended to include the purchase of products, as outline in the shopping guide on behalf of the client, payment for ALL PRODUCTS via Credit Card will be subject to an additional 3.9% credit card processing fee. To avoid this additional fee, payment will be accepted by EMT to kvaters@kristalynndesignstudio.com.

### **REFUNDS, CANCELLATIONS & TERMINATION**

All deposits are non-refundable. If termination of this agreement is required, notification in writing to the other party will be required. If client terminates, you, as the client, are responsible for any outstanding balance for services rendered to date of termination notice. If Krista Lyn Vaters Interior Design Studio Inc. terminates this agreement, any advanced payments received for services not rendered to date of termination notice will be reimbursed.

We reserve the right, but are not obligated, to limit the sales of our services to any person, geographic region or jurisdiction. We may exercise this right on a case-by-case basis. We reserve the right to limit the quantities of any services that we offer. All descriptions of services or service pricing are subject to change at anytime without notice, at the sole discretion of us. We reserve the right to discontinue any service at any time.

We may, in our sole discretion, limit or cancel quantities purchased per person, per household or per order. These restrictions may include orders placed by or under the same customer account, the same credit card, and/or orders that use the same billing and/or shipping address. In the event that we make a change to or cancel an order, we may attempt to notify you by contacting information provided at the time the order. We reserve the right to limit or prohibit orders that, in our sole judgment, appear to be placed by dealers, resellers or distributors.

## **PROJECT TIMELINES**

Our policy is to book all initial design consultations **within two weeks** from the purchase date of your eDesign package, when possible.

Please allow **3-4 weeks** from the initial design consultation for the design process and completion of your design plan. If you have purchased more than one package at once, an additional **2-3 weeks** will be added to the design process per room. This timeline can be extended if there is a delay in receiving requested information from you.

We reserve the right to extend project timelines at any time, especially during peak busy seasons. Confirmation of expected timeline for your design plan will be confirmed during the initial design consultation.

Projects are scheduled as a first come first serviced bases. Under no circumstances will we put a project ahead of another upon request for a faster delivery timeframe. Please allow ample time from the purchase of the design package to the start of your project, allowing for a two week grace period. If the delivery times stated in this agreement do not meet your project timelines, refunds will not be given if requested.

## **DRAWING, MEASUREMENTS & INFORMATION**

Krista Lyn Vaters Interior Design Studio Inc. drawings are conceptual in nature and are intended to set forth design intent; they are not to be used for architectural or engineering purposes. All modifications to structural, heating, air conditioning, plumbing, electrical, ventilation or other mechanical systems in the Project will need to be checked, approved, and carried out by certified trades and professionals and in accordance with Canadian Building Code, Provincial Building codes and all municipal building codes. Krista Lyn Vaters Interior Design Studio Inc. shall be held harmless for relying on the accuracy of information provided by the client. Project drawings and documents cannot be used by Client for any purpose other than completion of Project by Designer as laid out in this agreement.

All measurements and information provided must be verified by various trades and professionals. All measurements provided are from finished floors & walls and all window and door measurements include finish trims, unless otherwise stated.

## **THIRD-PARTY LINKS**

Products and information that are provide in the design plan may include links ad material from third-parties. Third-party links on this site may direct you to third-party websites that are not affiliated with us. We are not responsible for examining or evaluating the content or accuracy and we do not warrant and will not have any liability or responsibility for any third-party materials or websites, or for any other materials, products, or services of third-parties. We are not liable for any harm or damages related to the purchase or use of goods, services, resources, content, or any other transactions made in connection with any third-party websites. Please review carefully the third-party's policies and practices and make sure you understand them before you engage in any transaction. Complaints, claims, concerns, or questions regarding third-party products should be directed to the third-party.

## **CONTRACTORS & CONSULTANTS**

Krista Lyn Vaters Interior Design Studio Inc. is not a general contractor and does not provide contractor services. If project requires contractors and/or consultants to perform work based on designer's concepts, client will enter in a contract directly with each contractor and/or consultant. Krista Lyn Vaters Interior Design Studio Inc. provides no warranty, guarantee, certification, or responsibility for the performance,

quality, or timely completion of any work performed or materials installed by contractors, nor their agents or employees. Krista Lyn Vaters Interior Design Studio Inc. shall cooperate with and observe consultants for the purpose of general conformity of the design plan but is not responsible for their oversight.

#### **PERMITS**

Client is responsible for permitting and/or any and all approvals and compliance required by any governmental agency.

#### **PHOTOGRAPHY & PUBLICITY**

Client agrees to allow Krista Lyn Vaters Interior Design Studio Inc. and/or their representatives to photograph project during all stages of design services including when project is complete. Photographs will be used for business purposes, including, but not limited to, press, publications, online, social media, marketing, advertising, and print. Designer will not disclose address or client's name without prior consent. Costs of photographs and publicity are the responsibility of Krista Lyn Vaters Interior Design Studio Inc. additionally, if client or client's agents document the project, designer shall be given credit as the designers if documentation is released publicly.