

MENU OF SERVICES

DESIGN CONSULTING SERVICES/PRINCIPAL DESIGNER (MONIQUE BREUX):

\$145.00 PER HOUR/A MINIMUM OF ONE HOUR IS CHARGED FOR THE INITIAL VISIT. ADDITIONAL TIME CHARGES ARE SPLIT INTO HOUR AND HALF HOUR CHARGES ONLY. CONSULTING FEES ARE CHARGED FOR EVERY TASK PERFORMED UNLESS OTHERWISE SPECIFIED BY MONIQUE BREUX. CONSULTING FEES ARE BILLED ON A MONTHLY BASIS. BILLS WILL BE ITEMIZED BY DATE; TASKS PERFORMED AND TIME SPENT PERFORMING THE TASK. COMPLETE PAYMENT IS DUE UPON RECEIPT OF THE BILL. LATE PAYMENTS WILL INCUR A \$15.00 LATE FEE FOR EACH TIME A CONTACT TO COLLECT HAS TO BE MADE PLUS A 1.5% INTEREST CHARGE ACCRUED MONTHLY. PLEASE MAKE ALL CHECKS PAYABLE TO POSH EXCLUSIVE INTERIORS.

POSH EXCLUSIVE INTERIORS WILL AT CLIENT'S REQUEST CONSULT WITH SUBCONTRACTORS SELECTED BY CLIENT UNDER THE TERMS SET FORTH HEREIN. CLIENT UNDERSTANDS AND AGREES THAT SUBCONTRACTORS SELECTED BY CLIENT ARE NOT EMPLOYEES OF POSH EXCLUSIVE INTERIORS. ANY SUBCONTRACTOR SELECTED BY CLIENT SHALL WORK EXCLUSIVELY UNDER CLIENT'S DIRECTION AND CONTROL. POSH EXCLUSIVE INTERIORS MAKES NO REPRESENTATIONS OR WARRANTIES REGARDING THE SKILL OF ANY SUBCONTRACTOR SELECTED BY CLIENT, AND POSH EXCLUSIVE INTERIORS ACCEPTS NO RESPONSIBILITY OR LIABILITY FOR THE QUALITY OF THE SUBCONTRACTOR'S WORK OR ANY DAMAGES CAUSED BY THE SUBCONTRACTOR, UNLESS AGREED TO IN WRITING.

ASSISTANT DESIGNER/DRAFTSMAN:

A FEE OF \$95.00 PER HOUR WILL BE BILLED FOR ANY AND ALL PLANS, ELEVATIONS, ETC. DRAWN AT THE CLIENT'S OR DESIGNER'S REQUEST. A FEE OF \$45.00 PER HOUR WILL BE BILLED FOR ALL WORK PERFORMED BY THE ASSISTANT DESIGNER AT DESIGNER'S OR THE CLIENT'S REQUEST.

CANCELLATIONS: IF CLIENT HAS SCHEDULED AN APPOINTMENT WITH POSH EXCLUSIVE INTERIORS AND IS UNABLE TO MEET AT THAT TIME, CLIENT MUST CANCEL THE APPOINTMENT AT LEAST 24 HOURS PRIOR TO THE SCHEDULED APPOINTMENT. CLIENT AGREES TO PAY \$145.00 IF CLIENT CANCELS THE SCHEDULED APPOINTMENT WITHOUT PROVIDING THIS NOTICE.

TRAVEL TIME:

\$85.00 PER HOUR/TRAVEL TIME IS CHARGED TO ALL CLIENTS FOR MEETINGS MORE THAN 20 MILES FROM A POSH LOCATION. TRAVEL TIME IS ALSO CHARGED WHEN CLIENT PURCHASES AND/OR DESIGN TIME REQUIRES TRAVELING MORE THAN 20 MILES FROM A POSH LOCATION. TRAVEL REQUIRING FLIGHTS, CAR RENTALS, AND HOTEL EXPENSES ARE BILLED ON A PER COST BASIS AND TRAVEL TIME IS NEGOTIATED ON A PER CASE BASIS.

DELIVERY/COURIER FEE:

A FEE OF \$45.00 PER TRIP WILL BE BILLED FOR ANYTHING DELIVERED OR PICKED UP PERTAINING TO THE CLIENT'S JOB.

CLERICAL FEE:

A FEE OF \$45.00 PER HOUR IS CHARGED FOR CLERICAL WORK THAT IS REQUIRED ON POSH EXCLUSIVE INTERIORS PART TO RESOLVE BILLING MATTERS WITH CLIENTS OR CLIENT PAPER WORK THAT IS BEYOND OUR REGULAR SCOPE OF WORK.

CLIENT PURCHASES/INVOICING:

POSH EXCLUSIVE INTERIORS WILL INVOICE ALL PURCHASES FOR CLIENTS UNLESS OTHERWISE NOTED. INVOICING WILL BE ITEMIZED AND FULL PAYMENT IS EXPECTED UPON RECEIPT. ALL PURCHASES FOR CLIENTS OTHER THAN SPECIAL ORDERS WILL BE ON A TWO-DAY APPROVAL, UNLESS OTHERWISE AGREED. THE CLIENT IS **COMPLETELY RESPONSIBLE** FOR ALL ITEMS ON APPROVAL WHILE IN THEIR POSSESSION. ALL RETURNS ARE SUBJECT TO A 25% RESTOCKING FEE, UNLESS OTHERWISE AGREED TO IN WRITING. ANY APPROVED PURCHASE THAT POSH EXCLUSIVE INTERIORS ACCEPTS FOR RETURN WILL BE ACCEPTED IN RETURN FOR A CREDIT EQUAL TO THE AMOUNT OF THE PURCHASE, LESS ANY RESTOCKING CHARGES. ALL SPECIAL ORDER MERCHANDISE REQUIRES A 75% DEPOSIT BEFORE THE ORDER IS PLACED AND THE BALANCE IS DUE UPON DELIVERY OF THE ITEMS TO POSH EXCLUSIVE INTERIORS. (I.E. CUSTOM ORDERED FURNITURE, CUSTOM DESIGNED FURNITURE, CABINETRY, LIGHTING, PLUMBING FIXTURES, RUGS, ACCESSORIES) NO RETURNS ACCEPTED ON CUSTOM ORDERED MERCHANDISE.

WINDOW TREATMENTS AND ALL SOFT GOOD CONSTRUCTION:

WINDOW TREATMENTS, FABRIC COVERED WALLS, COMFORTERS, PILLOWS, UPHOLSTERY, ETC. PROPOSALS WILL BE SUBMITTED IN WRITING. THE PROPOSAL WILL INCLUDE THE LOCATION AND TOTAL COST OF THE TREATMENT. THIS PROPOSAL WILL NOT INCLUDE CONSULTING TIME, DESIGN TIME OR FABRIC SELECTING TIME FOR THE TREATMENT. THIS TIME WILL BE BILLED SEPARATELY AS CONSULTING TIME ON A MONTHLY CONSULTING FEE BILL. CLIENT ACKNOWLEDGES AND AGREES TO HIS/HER ACCEPTANCE OF ANY POSH EXCLUSIVE INTERIORS PROPOSAL BY PAYMENT OF A 75% DEPOSIT. THE REMAINDER OF THE PAYMENT IS DUE UPON DELIVERY. NO RETURNS ACCEPTED ON CUSTOM DESIGNED ITEMS.

CUSTOM SURFACE FINISHES

ALL CUSTOM SURFACE FINISHES WILL BE PRE-APPROVED BY THE CLIENT BEFORE THE FINISH IS APPLIED, UNLESS OTHERWISE AGREED. CUSTOM SURFACE FINISH PROPOSALS WILL BE SUBMITTED IN WRITING. THE PROPOSAL WILL NOT INCLUDE DESIGN TIME OR CONSULTING TIME. THIS TIME WILL BE BILLED SEPARATELY AS CONSULTING TIME ON A MONTHLY CONSULTING FEE BILL. CLIENT ACKNOWLEDGES AND AGREES TO HIS/HER ACCEPTANCE OF ANY POSH EXCLUSIVE INTERIORS PROPOSAL BY PAYMENT OF A 75% DEPOSIT. UPON COMPLETION OF THE FINISH, PAYMENT IS DUE IN FULL. ALL CUSTOM SURFACE FINISHES ARE WORKS OF ART. LIKE ALL WORKS OF ART, WORK SURFACES, SUCH AS WALLS, CEILINGS AND FLOORS, CAN AND WILL CAUSE VARIATIONS IN THE FINAL PRODUCT FROM POSH EXCLUSIVE INTERIORS' SAMPLE BOARDS. POSH EXCLUSIVE INTERIORS WILL MAKE EVERY EFFORT TO MATCH THE FINAL PRODUCT TO ITS SAMPLE BOARDS, BUT CLIENT ACKNOWLEDGES AND ACCEPTS THAT POSH EXCLUSIVE INTERIORS DOES NOT GUARANTEE NOR ACCEPT RESPONSIBILITY FOR VARIATIONS IN APPEARANCE.

WARRANTY:

YOU WILL RECEIVE THE MANUFACTURERS WARRANTY ON EACH ITEM, WHICH IN MOST CASES IS SIX MONTHS FROM THE DELIVERY DATE. THE WARRANTY WILL EXCLUDE DAMAGES FROM SHIPPING, NORMAL WEAR AND TEAR, AND ANY DAMAGE CAUSED BY INCORRECT OPENING OF PACKAGES. SOFAS ARE DESIGNED AND ENGINEERED FOR SITTING OR LYING DOWN. IT IS NOT INTENDED FOR STANDING, JUMPING, OR BOUNCING. THESE USES MAY RESULT IN DAMAGES WHICH WILL NOT BE COVERED UNDER WARRANTY. IMPROPER CLEANING OF UPHOLSTERY IS NOT COVERED BY THIS WARRANTY, WE RECOMMEND TESTING IN AN INCONSPICUOUS AREA FIRST WHEN APPLYING ANY CLEANING PRODUCTS. FURNITURE IS ONLY WARRANTED TO THE ORIGINAL PURCHASER FROM THE DATE OF PURCHASE AGAINST DEFECTS IN MATERIAL OR WORKMANSHIP AS TO THE FURNITURE COMPONENTS. (DEFECTS MEAN IMPERFECTIONS WHICH IMPAIR THE UTILITY OF THE PRODUCT.) IF THE FURNITURE COMPONENT IS DEFECTIVE IN THE WARRANTY PERIOD POSH EXCLUSIVE INTERIORS WILL REPLACE AT NO CHARGE. THE LABOR CHARGE IS NOT INCLUDED AND WILL BE ASSESSED AT TIME OF CLAIM. ANY SHIPPING FEES WILL BE AT THE ORIGINAL PURCHASERS OWN EXPENSE. THE POSH EXCLUSIVE INTERIORS WARRANTY APPLIES UNDER NORMAL USE CONDITIONS. IT WILL NOT APPLY TO DEFECTS THAT RESULT FROM NEGLIGENCE, INTENTIONAL DAMAGE, UNREASONABLE EXPOSURE, OR USE. POSH EXCLUSIVE INTERIORS WILL BE HAPPY TO PROVIDE SERVICES TO YOU, SUCH AS TIGHTENING SCREWS, REPLACING BUTTONS, ETC AFTER THE WARRANTY PERIOD AT AN ADDITIONAL CHARGE.

TERMS AND CONDITIONS OF SERVICES

DESIGNS PROVIDED UNDER THIS MENU OF SERVICES ARE THE EXCLUSIVE PROPERTY OF POSH EXCLUSIVE INTERIORS AND MAY NOT BE USED OR DUPLICATED WITHOUT POSH EXCLUSIVE INTERIORS' WRITTEN PERMISSION. CLIENT AGREES TO RETURN DESIGNS PROVIDED UNDER THIS MENU OF SERVICES WITHIN FIVE DAYS OF RECEIVING A WRITTEN REQUEST FROM POSH EXCLUSIVE INTERIORS.

ANY CONTROVERSIES OR CLAIMS ARISING OUT OF OR RELATED TO SERVICES PROVIDED UNDER THE MENU OF SERVICES, OR A BREACH THEREOF, SHALL BE RESOLVED BY BINDING ARBITRATION IN ACCORDANCE WITH THE FORUM CODE OF PROCEDURE OF THE NATIONAL ARBITRATION FORUM. ANY AWARD, JUDGMENT OR RULING RENDERED BY THE ARBITRATOR(S) SHALL BE CONCLUSIVE AND FINAL; THE JUDGMENT UPON THE AWARD, THE JUDGMENT OR RULING RENDERED BY THE ARBITRATOR(S) MAY BE ENTERED IN ANY COURT HAVING JURISDICTION THEREOF. SUCH ARBITRATION SHALL BE HELD IN LAFAYETTE, LOUISIANA, AT A SITE SELECTED BY THE ARBITRATION PANEL SELECTED, BUT NOT BE HELD AT THE OFFICES OF POSH EXCLUSIVE INTERIORS IN THE ABSENCE OF WRITTEN AGREEMENT OF BOTH POSH EXCLUSIVE INTERIORS AND CLIENT; PROVIDED, HOWEVER, THAT IN ANY SUCH ARBITRATION PROCEEDING THERE SHALL BE (A) ONLY ONE ARBITRATOR IF THE CLAIM IN QUESTION INVOLVES CONTROVERSY WITH A VALUE OF LESS THAN \$250,000, AND IN SUCH CASE, THE ARBITRATOR SHALL BE A LAWYER WHO HAS PRACTICED LAW FOR AT LEAST 20 YEARS AND (B) THREE ARBITRATORS IF THE CLAIM IN QUESTION INVOLVES CONTROVERSY WITH A VALUE OF MORE THAN \$250,000, AND IN SUCH CASE, AT LEAST ONE OF THE ARBITRATORS SHALL BE A LAWYER WHO HAS PRACTICED LAW AT LEAST 20 YEARS. NOTWITHSTANDING ANY INFERENCE TO THE CONTRARY, IN THE PRECEDING SENTENCE, IF EITHER CLIENT OF POSH EXCLUSIVE INTERIORS IS MADE A DEFENDANT OR PARTY TO ANY LITIGATION FILED BY ANOTHER PARTY, THEN THE PROVISION SHALL NOT LIMIT, PROHIBIT, RESTRICT OR OTHERWISE LIMIT THE RIGHTS OF CLIENT OR POSH EXCLUSIVE INTERIORS UNDER THE CIRCUMSTANCES TO FILE A CROSS CLAIM OR THIRD PARTY CLAIM, OR OTHER LEGAL PROCEEDINGS IN THAT LITIGATION, FOR THE PURPOSE OF SEEKING INDEMNITY, CONTRIBUTION OR ENFORCEMENT OF ANY ALLEGED RIGHT TO RECOVERY OF REIMBURSEMENT FROM THE OTHER PARTY TO THIS AGREEMENT WITH RESPECT TO THE CLAIMS MADE AGAINST POSH EXCLUSIVE INTERIORS OR CLIENT IN THAT LITIGATION. THIS AGREEMENT SHALL IN ALL RESPECTS BE GOVERNED, INTERPRETED AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF LOUISIANA, WITHOUT GIVING EFFECT TO PRINCIPALS OF CONFORMITY OR CONFLICTS OF LAW THEREOF.

THE ARBITRATOR SHALL AWARD THE PREVAILING PARTY OR PARTIES REASONABLE COMPENSATION FOR THE TIME, EXPENSE AND TROUBLE OF ARBITRATION, INCLUDING ARBITRATION FEES, ATTORNEYS FEES, EXECUTIVE AND ADMINISTRATIVE FEES.

SALES AND SIMILAR TAX

UNLESS OTHERWISE EXPRESSLY STATED IN WRITING, POSH EXCLUSIVE INTERIORS' MENU OF SERVICES DOES NOT INCLUDE ANY USE TAX, SALES TAX, DUTY, CUSTOM, INSPECTION OR TESTING FEES OR ANY OTHER TAX, FEE OR CHARGE OF ANY NATURE IMPOSED BY ANY OTHER GOVERNMENTAL AUTHORITY. CONSEQUENTLY, IN ADDITION TO ANY PRICES SPECIFIED HEREIN, THE AMOUNT OF ANY PRESENT OR FUTURE SALES TAX, AS DESCRIBED ABOVE, SHALL BE PAID BY CLIENT.

RECEIPT AND ACCEPTANCE

IMMEDIATELY UPON CLIENT'S RECEIPT OF ANY OF THE SERVICES AND/OR GOODS PROVIDED UNDER THIS MENU OF SERVICES, CLIENT SHALL INSPECT THE SERVICES AND/OR GOODS AND SHALL NOTIFY POSH EXCLUSIVE INTERIORS IN WRITING OF ANY CLAIMS FOR DAMAGES, SHORTAGES, DEFECTS OR DEVIATION FROM SPECIFICATIONS. IF CLIENT FAILS TO NOTIFY POSH EXCLUSIVE INTERIORS WITHIN 3 DAYS AFTER RECEIPT OF THE SERVICES AND/OR GOODS, THE SERVICES AND/OR GOODS SHALL CONCLUSIVELY BE DEEMED TO CONFORM TO THE TERMS AND CONDITIONS AND SPECIFICATIONS REQUESTED AND TO HAVE BEEN IRREVOCABLY ACCEPTED BY CLIENT.

MISCELLANEOUS CHARGES:

THE OVERALL DESIGN FEE IS EXCLUSIVE OF REIMBURSABLE COSTS, WHICH WILL BE BILLED AT COST DIRECTLY TO THE OWNER SUCH AS:

- A. COSTS FOR REPRODUCTION OF DRAWINGS FOR DISTRIBUTION.
- B. POSTAGE, INCLUDING COURIER SERVICES.
- C. LONG DISTANCE TELEPHONE FACSIMILE TRANSMISSION.
- D. TRAVEL RELATED EXPENSES, INCLUDING AIRLINE TICKETS AND LODGING.

IT IS POSH EXCLUSIVE INTERIORS' GOAL TO PROVIDE ALL CLIENTS WITH THE BEST SERVICE POSSIBLE. IF YOU HAVE ANY QUESTIONS REGARDING ANY OF THE ABOVE INFORMATION PLEASE DO NOT HESITATE TO CONTACT US. WE ACCEPT CHECKS, MASTERCARD, AND VISA. ALL CONSULTING FEE BILLS AND INVOICES RECEIVED BY POSH EXCLUSIVE INTERIORS CLIENTS ARE DUE UPON RECEIPT. ALL UNPAID INVOICES SHALL ACCRUE 1.5% INTEREST AFTER 30 DAYS. THANK YOU FOR SELECTING POSH EXCLUSIVE INTERIORS FOR YOUR DESIGN NEEDS, WE LOOK FORWARD TO A CREATIVE DESIGN RELATIONSHIP WITH YOU.

I HAVE READ THE ABOVE INFORMATION AND ACCEPT THE TERMS AND CONDITIONS

SIGNATURE: _____ DATE: _____