



Terms and Conditions

Description of Our Services

The scope of work outlined in this proposal includes design services only. It does not cover freight fees, labor, materials, or receiver fees. Any additional work or changes to the scope of work must be agreed upon in writing and may incur additional fees.

Payment Terms

Initial Payment: 100% of the total design fee is required to commence work. The client agrees to make all payments in accordance with the payment due dates.

Changes and Revisions

The client is entitled to one (1) round of revisions during the Concept Development and Design Development phases. Additional revisions or changes to the approved design after these rounds may incur additional fees. All changes must be documented and agreed upon in writing.

Purchasing and Procurement

Design With Haven will provide curated selections for fixtures, finishes, and materials in alignment with the design plan. The client is not obligated to purchase these selections. If the client opts for the Signature Design Plus add-on for Order Management, they are responsible for authorizing purchases promptly. The client agrees to pay for all approved items, including applicable shipping, handling, and delivery fees, prior to the finalization of the order.

If the client chooses to purchase items outside of the Design With Haven product list, Design With Haven assumes no responsibility for the quality, craftsmanship, or appearance of these products, nor for any discrepancies or lack of cohesion with the original design plans resulting from substitutions. Additionally, Design With Haven does not offer warranties for any products purchased directly by the client or on their behalf by Design With Haven.

Installation

The client's selected contractor is responsible for implementing the design concept provided by Design With Haven and completing all aspects of the project's installation. While all design plans will adhere to standard building codes, the contractor must verify that the design complies with all applicable federal, state, and local codes and regulations.

Design With Haven is not liable for any modifications made to the project that deviate from the final approved design. The contractor must verify all dimensions, details, and work requirements and report any discrepancies to the client prior to commencing work. During construction, the contractor must promptly notify the client of any discrepancies in measurements, dimensions, locations, or details before proceeding with the affected portion of the project.

Client Responsibilities

The client is responsible for providing prompt feedback and necessary approvals to maintain the project timeline and ensure its successful completion.

Designer Responsibilities

The designer agrees to execute the project in a professional and timely manner, adhering to the Signature Design scope of work. The designer will provide regular updates on project progress and any potential issues.

Data Privacy

Design With Haven values your privacy and is committed to safeguarding your personal information. By using our services, you consent to our collection, use, and sharing of personal information as described in our Privacy Policy. We implement necessary safeguards to protect your data from unauthorized access or disclosure. Any third-party payment or data processing is done in compliance with e-commerce and data privacy laws, including the California Consumer Privacy Act (CCPA) and other applicable privacy laws.

Intellectual Property

All designs, renderings, product lists, and associated materials are the intellectual property of Design With Haven. They are provided for the sole use of the client within the scope of the contracted project. Reproduction, distribution, or commercial use of these materials without written permission from Design With Haven is prohibited. Any unauthorized use may result in legal action.

Liability and Insurance

The designer is not liable for any loss or damage caused by contractors, vendors, or third parties. The client is responsible for obtaining insurance coverage for the duration of the project to protect against potential damages or losses.

Termination and Cancellation

Either party may terminate this agreement with a minimum of five (5) days' written notice. If the client initiates termination, they agree to compensate Design With Haven for all work completed and any expenses incurred up to the termination date. Should Design With Haven terminate the agreement, any fees paid for services not yet rendered will be refunded to the client.

Dispute Resolution

Any disputes arising from this agreement shall first be resolved through mediation, in accordance with the laws of California. Both parties agree to make a good faith effort to resolve any disputes amicably. If mediation is unsuccessful, the dispute will be resolved through arbitration conducted under the rules of the American Arbitration Association. The arbitrator's decision will be final and binding. In the event that arbitration is pursued, the prevailing party shall be entitled to recover reasonable attorney's fees and costs, including those incurred during the arbitration process, as permitted under California law.

Confidentiality

Both parties agree to maintain the confidentiality of all project-related information and shall not disclose such information to third parties without prior written consent. Drawings, specifications, and illustration boards, as instruments of service, remain the intellectual property of Design With Haven. Any reproduction, distribution, or reuse of these materials without prior written consent from Design With Haven is strictly prohibited.

Agreement

Client's payment of Design With Haven's services constitute acceptance and agreement with Design With Haven's Terms & Conditions.

Rev. 12/04/2024