

# INTERIOR DESIGN CONTRACT

This Contract for Services is made effective as of Aug 8, 2016,  
By and between Interiors By Design LLC and The City of Jonesboro  
of Leadership Jonesboro,  
And Interiors By Design LLC of 1001 Union Street,  
Jonesboro, Arkansas 72401.

Whereas IBD is engaged in the business of  
providing services relating to designing of interiors and whereas  
Leadership Jonesboro, City of Jonesboro is interested in availing such service of  
the Designer.

In furtherance to the above, City of Jonesboro hereby  
agrees to and does hereby engage the services of Interiors By Design  
And IBD hereby accepts the engagement to design and to do the  
work hereinafter specified by City of Jonesboro in  
connection with the project. of Leadership Jonesboro

**DESCRIPTION OF SERVICES.** Beginning Aug 8, 2016,  
Interiors By Design LLC will provide to City of Jonesboro the  
following services (collectively, the "Services"):

Renovation of front room and hallway in Winter Wonderland.  
including new lighting, new walls (finished & painted) new  
flooring, new front door

All services will be completed by Interiors By Design LLC at  
W. Monroe Ave Interior space of Winter Wonderland

**PAYMENT.** Payment shall be made to Interiors By Design LLC,  
Jonesboro, Arkansas 72401.

City of Jonesboro agrees to pay amount budgeted  
between Designer and Leadership Jonesboro Team C

Int. \_\_\_\_\_

Event

Payment Amount

beginning

5,000<sup>00</sup>

middle of project

3,000<sup>00</sup>

end of project balance due, not to exceed budget

\* Budget from city is currently 10,000<sup>00</sup> Leadership team C is fundraising additional monies to include in project.

If any invoice is not paid when due interest will be added to and payable on all overdue amounts @ 9 percent per year, or the maximum percentage allowed, whichever is less. City of Jonesboro shall pay all cost Of collection, including without limitation, reasonable attorney fees.

Int. \_\_\_\_\_

In addition to any other right or remedy provided by law, if City fails to pay for the Services when due, Interiors By Design LLC has the option to treat such failure to pay as a material breach of this Contract, and may cancel this Contract and/or seek legal remedies.

**TERM.** This Contract will terminate automatically upon completion by Interiors By Design LLC of the Services required by this Contract.

**CONFIDENTIALITY.** Interiors By Design LLC, and its employees, agents, or representatives will not at any time or in any manner, either directly or indirectly, use for the personal benefit of Interiors By Design LLC, or divulge, disclose, or communicate in any manner, any information that is proprietary to City. Interiors By Design LLC and its employees, agents, and representatives will protect such information and treat it as strictly confidential. This provision will continue to be effective after the termination of this Contract.

Upon termination of this Contract, Interiors By Design LLC will return to City all records, notes, documentation and other items that were used, created, or controlled by Interiors By Design LLC during the term of this Contract.

**WARRANTY.** Interiors By Design LLC shall provide its services and meet its obligations under this Contract in a timely and workmanlike manner, using knowledge and recommendations for performing the services which meet generally acceptable standards in Interiors By Design LLC's community and region, and will provide a standard of care equal to, or superior to, care used by service providers similar to Interiors By Design LLC on similar projects.

**DEFAULT.** The occurrence of any of the following shall constitute a material default under this Contract:

- a. The failure to make a required payment when due.
- b. The insolvency or bankruptcy of either party.
- c. The subjection of any of either party's property to any levy, seizure, general assignment for the benefit of creditors, application or sale for or by any creditor or government agency.
- d. The failure to make available or deliver the Services in the time and manner provided for in this Contract.

**REMEDIES.** In addition to any and all other rights a party may have available according to law.

if a party defaults by failing to substantially perform any provision, term or condition of this Contract (including without limitation the failure to make a monetary payment when due), the other party may terminate the Contract by providing written notice to the defaulting party. This notice shall describe with sufficient detail the nature of the default. The party receiving such notice shall have fifteen days from the effective date of such notice to cure the default(s). Unless waived by a party providing notice, the failure to cure the default(s) within such time period shall result in the automatic termination of this Contract.

**FORCE MAJEURE.** If performance of this Contract or any obligation under this Contract is prevented, restricted, or interfered with by causes beyond either party's reasonable control ("Force Majeure"), and if the party unable to carry out its obligations gives the other party prompt written notice of such event, then the obligations of the party invoking this provision shall be suspended to the extent necessary by such event. The term Force Majeure shall include, without limitation, acts of God, fire, explosion, vandalism, storm or other similar occurrence, orders or acts of military or civil authority, or by national emergencies, insurrections, riots, or wars, or strikes, lock-outs, work stoppages, or supplier failures. The excused party shall use reasonable efforts under the circumstances to avoid or remove such causes of non-performance and shall proceed to perform with reasonable dispatch whenever such causes are removed or ceased. An act or omission shall be deemed within the reasonable control of a party if committed, omitted, or caused by such party, or its employees, officers, agents, or affiliates.

**ENTIRE AGREEMENT.** This Contract contains the entire agreement of the parties, and there are no other promises or conditions in any other agreement whether oral or written concerning the subject matter of this Contract. This Contract supercedes any prior written or oral agreements between the parties.

**SEVERABILITY.** If any provision of this Contract will be held to be invalid or unenforceable for any reason, the remaining provisions will continue to be valid and enforceable. If a court finds that any provision of this Contract is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision will be deemed to be written, construed, and enforced as so limited.

**AMENDMENT.** This Contract may be modified or amended in writing, if the writing is signed by the party obligated under the amendment.

**GOVERNING LAW.** This Contract shall be construed in accordance with the laws of the State of Arkansas. *MEM*

**NOTICE.** Any notice or communication required or permitted under this Contract shall be sufficiently given if delivered in person or by certified mail, return receipt requested, to the address set forth in the opening paragraph or to such other address as one party may have furnished to the other in writing.

**WAIVER OF CONTRACTUAL RIGHT.** The failure of either party to enforce any provision of this Contract shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Contract.

**Service Recipient:**

City of Jonesboro, Leadership Jonesboro Team 2

By: \_\_\_\_\_

**Service Provider:**

Interiors By Design LLC

By: \_\_\_\_\_

MG Meyering  
Principle

