

AMERICAN
SOCIETY OF
INTERIOR
DESIGNERS

A photograph of several people in a meeting, viewed from above, with a semi-transparent purple overlay. One person is pointing at a document on a table, while others look on. A laptop is visible in the foreground.

2018 ASID COMMERCIAL
CONTRACT FORM AGREEMENTS

USER GUIDE



Thank you for your interest in the ASID Commercial Contract Form Agreements.

In our continuing effort to support design industry business owners and entrepreneurs with the latest tools, knowledge, and best practices in the industry, we are proud to provide these comprehensive contracts to protect your business.

ASID is pleased to offer our members a wide variety of must-have, business-building products, including health, supplemental, and business insurance, website and marketing consulting, to the trade discounts, and much more. Learn more at [asid.org/resources/asid-advantage](https://www.asid.org/resources/asid-advantage).

Please check the [asid.org](https://www.asid.org) website frequently to stay on top of the latest offerings from ASID. It is our goal to support you as you support others through the belief that Design Impact Lives.

USER GUIDE

I. INTRODUCTION

Thank you for purchasing the 2018 ASID COMMERCIAL CONTRACT FORM AGREEMENTS (the “**Contract Package**”).

As agreed by you at the time of purchase, your use of the Contract Package is, at all times, governed by the 2018 ASID Commercial Contract Form Agreements Terms of Use (“Terms of Use”), a copy of which is available online at asid.org/resources/asid-advantage/contracts.

The Contract Package includes a general form agreement consisting of:

- i. A letter of agreement;
- ii. Twelve (12) schedules to the letter of agreement (as well as variations of certain schedules); and
- iii. A blank addendum to add, modify and/or delete contract terms based on an individual designer’s business needs, legal requirements and individual preferences.

Each of these forms is to be assembled and completed by you. The Contract Package is provided as a single Word document. Each schedule begins on a new page, with its associated options (if any) clearly labeled and on separate pages. Sections that you must complete and/or edit are highlighted throughout the document.

The Contract Package should to be used in conjunction with an attorney licensed in your jurisdiction.

The Contract Package is NOT a substitute for the legal advice of an attorney. ASID is not a law firm, and is not authorized to practice law. As a result, ASID will not (and is not able to) provide any advice, explanation, consultation, recommendation, assistance or opinion regarding the Contract Package, your use of the Contract Package, your selection (or non-selection) of the various schedules contained in the Contract Package or any other matters of law. To the extent that you have any questions regarding any document in the Contract Package or questions regarding any language used in any document, please consult with your attorney.

This User Guide is not a substitute for advice from an attorney.

This User Guide does not constitute legal advice or business advice. This User Guide provides information of a general, educational nature only, including:

- i. A general outline of the Contract Package solely for reference purposes; and
- ii. A chart identifying the fee structures that will result from the various combinations of *Schedule G - “Purchasing Services”* and *Schedule H-“Designer Compensation”*.

ASID does not in any manner suggest that the Contract Package or any combination of schedules in the package is the right choice for you or your business.

Your use of the Contract Documents does NOT create an attorney-client relationship with the attorneys who drafted the Contract Documents.

The drafting attorneys make no representations or warranties regarding the content of the Contract Documents or the suitability of any document for you, for your design project, or for the operation of your business. Each design project is unique, each designer has different needs, and laws applicable to design contracts and interior design services vary from state to state. As a result, it is impossible draft a universal agreement that would adequately address all of the variables for any given project (and the drafting attorneys have not attempted to create such a document in this case). Accordingly, to the extent that you have any questions regarding this User Guide or any document included in the Contract Package, and/or to the extent you require modifications to any of the templates, please contact your local attorney so that she may answer your questions and customize the contract to meet your specific needs.

II. CONTRACT PACKAGE TABLE OF CONTENTS

The Contract Package includes the following documents:

- [The Letter of Agreement](#)
- [Schedule A – “Parties and the Project”](#)
- [Schedule B – “Definitions”](#)
- [Schedule C – “Project Program”](#)
- [Schedule D – “Interior Construction Related Design Services”](#)
- [Schedule E – “Project FF&E Selection and Specification”](#)
- [Schedule F – “Project Administration”](#)
- [Schedule G – “Purchasing Services” \(Two Options - Please See Section III of this User Guide\)](#)
 - G-1
 - G-2
- [Schedule H – “Designer Compensation” \(Eight Options – Please See Section III of this User Guide\)](#)
 - H-1
 - H-2
 - H-3
 - H-4
 - H-5
 - H-6
 - H-7
 - H-8
- [Schedule I – “Termination Rights” \(with optional Termination Fee clauses\)](#)
- [Schedule J – “Claims and Disputes” \(Two Options\)](#)
 - J-1 – Litigation w/ Optional Mediation
 - J-2 – Arbitration w/ Optional Mediation
- [Schedule K – “Additional Terms and Conditions”](#)
- [Schedule L – “Signatures”](#)
- [Addendum A-1 – “Supplemental Terms” \(blank\)](#)

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III. DESIGNER FEE STRUCTURES

Different combinations of the two versions of *Schedule G – “Purchasing Services”* and the eight versions of *Schedule H – “Designer Compensation”* provide a variety of fee options for the designer to choose from. The information referenced below shows how each of the schedule combinations could impact Designer Compensation for:

- i. Design Services
- ii. Procurement, and
- iii. Project administration services.

FIXED FEE BASE AGREEMENT

Table 1: All services provided by Designer for a single, fixed fee

FIXED DESIGN FEE	Letter of Agreement	Schedule A Parties and the Project	Schedule B Definitions	Schedule C Project Program	Schedule D Interior Construction Related Design Services	Schedule E Project FF&E Selection and Specification	Schedule F Project Administration	Schedule G Purchasing Services	Schedule H Designer Compensation	Schedule I Termination Rights	Schedule J Claims and Disputes	Schedule K Additional Terms and Conditions	Schedule L Signatures	Addendum A-1 Supplemental Terms
1. Client is charged a fixed fee for the following: (i) Project Programming (ii) Interior Construction Related Design Services (iii) Project FF&E Selection and Specification (iv) Project Administration 2. Designer is NOT providing Purchasing Services	✓	✓	✓	✓	✓	✓	✓	G(1)	H(1)	✓	J(1) -or- J(2)	✓	✓	✓
1. Client is charged a fixed fee for the following: (i) Project Programming (ii) Interior Construction Related Design Services (iii) Project FF&E Selection and Specification (iv) Project Administration (v) Purchasing Services	✓	✓	✓	✓	✓	✓	✓	G(2)	H(2)	✓	J(1) -or- J(2)	✓	✓	✓

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Table 2: Client charged a fixed fee for “Included Design Services” plus a Procurement Fee for purchasing services.

FIXED DESIGN FEE	Letter of Agreement	Schedule A Parties and the Project	Schedule B Definitions	Schedule C Project Program	Schedule D Interior Construction Related Design Services	Schedule E Project FF&E Selection and Specification	Schedule F Project Administration	Schedule G Purchasing Services	Schedule H Designer Compensation	Schedule I Termination Rights	Schedule J Claims and Disputes	Schedule K Additional Terms and Conditions	Schedule L Signatures	Addendum A-1 Supplemental Terms
1. Client is charged a fixed fee for the following: (i) Project Programming (ii) Interior Construction Related Design Services (iii) Project FF&E Selection and Specification (iv) Project Administration 2. Procurement Fee calculated as a % of Project FF&E cost.	✓	✓	✓	✓	✓	✓	✓	G(2)	H(3)	✓	J(1) -or- J(2)	✓	✓	✓

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Table 3: Client charged an hourly fee for all Services

HOURLY DESIGN FEE WITH VARIATIONS	Letter of Agreement	Schedule A Parties and the Project	Schedule B Definitions	Schedule C Project Program	Schedule D Interior Construction Related Design Services	Schedule E Project FF&E Selection and Specification	Schedule F Project Administration	Schedule G Purchasing Services	Schedule H Designer Compensation	Schedule I Termination Rights	Schedule J Claims and Disputes	Schedule K Additional Terms and Conditions	Schedule L Signatures	Addendum A-1 Supplemental Terms
1. Client is charged an hourly fee for the following: (i) Project Programming (ii) Interior Construction Related Design Services (iii) Project FF&E Selection and Specification (iv) Project Administration 2. Designer is NOT providing Purchasing Services	✓	✓	✓	✓	✓	✓	✓	G(1)	H(4)	✓	J(1) -or- J(2)	✓	✓	✓
1. Client is charged an hourly fee for the following: (i) Project Programming (ii) Interior Construction Related Design Services (iii) Project FF&E Selection and Specification (iv) Project Administration (v) Purchasing Services	✓	✓	✓	✓	✓	✓	✓	G(2)	H(5)	✓	J(1) -or- J(2)	✓	✓	✓

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Table 4: Client charged an hourly fee for certain Services plus (i) a Procurement Fee for purchasing services; and/or (ii) a Project Administration Fee

HOURLY DESIGN FEE WITH VARIATIONS	Letter of Agreement	Schedule A Parties and the Project	Schedule B Definitions	Schedule C Project Program	Schedule D Interior Construction Related Design Services	Schedule E Project FF&E Selection and Specification	Schedule F Project Administration	Schedule G Purchasing Services	Schedule H Designer Compensation	Schedule I Termination Rights	Schedule J Claims and Disputes	Schedule K Additional Terms and Conditions	Schedule L Signatures	Addendum A-1 Supplemental Terms
1. BASIC FEE STRUCTURE														
Client is charged an hourly fee for the following:														
(i) Project Programming														
(ii) Interior Construction Related Design Services														
(iii) Project FF&E Selection and Specification														
OPTION (A)														
2. An hourly fee for Project Administration Services	✓	✓	✓	✓	✓	✓	✓	G(2)	H(6)	✓	J(1) -or- J(2)	✓	✓	✓
3. Procurement Fee calculated as a % of Project FF&E cost														
OPTION (B)														
2. Project Administration Fee calculated as a % of interior construction costs	✓	✓	✓	✓	✓	✓	✓	G(2)	H(7) -or- H(8)	✓	J(1) -or- J(2)	✓	✓	✓
3. Procurement Fee calculated as a % of Project FF&E cost														

Thank you for your purchase and your continued support of ASID.

Should you have questions or need assistance, please don't hesitate to contact the ASID Customer Service department at (202) 546-3480, or at membership@asid.org.