

Modernize Methods LLC
Visionary Space Designer Service Agreement
Phone - 773- 595-5333
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Mailing Address - 1055 W. Bryn Mawr Ave Suite #F239
Chicago IL 60660

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This Contract for Services is made effective as of _____, by
and between (Client)
(Client Address) _____

(Client Phone and Email Address) _____

(the "Client"),

and MODERNIZE METHODS LLC of 1055 W. Bryn Mawr Ave Suite #F239, Chicago, Illinois 60660 (the "Provider").

1. DESCRIPTION OF SERVICES. Beginning on _____,
MODERNIZE METHODS LLC will provide to _____ the
following services (collectively, the "Services"):

Our services and design layouts encompass a more streamline space upgrade approach, utilizing design processes and elements and processes do not offer renovating, remodeling construction, or rebuilding of your space. Instead, we offer a visual space design and layout that brings new colors, patterns, design elements, wall textures, stylish lighting, updated fixtures, and other modern or theme appropriate elements to gives your space a whole new look without high costs or lengthy remodeling timelines.

During the two-hour consultation we review your ideas for your space, review your space lighting, colors, style preferences, room functionality, budget, timelines, and over-all room theme you wish to achieve. Our services and design layouts encompass a more streamline upgrade approach utilizing design processes that done require renovating your home, remodeling construction, or rebuilding of your space. Instead, we offer a plan and layout that update and refreshes your space with new colors, patterns, design elements, wall textures, stylish lighting, fixtures, and other modern or theme appropriate elements, giving your space a whole new look without the high cost or lengthy remodeling timelines.

We bring your ideas to life, compiling your design ideas and researched elements that can accomplish your room design goals, while keeping within your budget. We create a visualized plan integrating recommended components, colors, and style personalized and inspired by your preferences and laid out into an easy-to-follow visualized plan. This plan may include paint colors, wall patterns, drawings, wallpaper, design elements, fixtures, textures, updated lighting and more.

2. PAYMENT. The "Client" agrees to pay MODERNIZE METHODS LLC as follows:

Because of the natural of the business and the fact that the design ideas and presentation, once provided cannot be unprovided and therefore, the payment is required at the time-of-service contract at the start of the project. Each project is based on three stages and those stages have a payment term of

payment in advance. Additional services may be ordered and must be ordered in writing and will be charged at an per hour rate of \$85 an hour. If the projected time quoted, is not sufficient for the project completion or there a project change orders, Modernize Methods LLC will add to the order with a follow up change order or additional service quote, with the means to make your advance payment for those additional services and work hours. Work will begin upon a mutually agreed upon schedule, sign agreement and receipt of payment.

If any invoice is not paid when due, interest will be added to and payable on all overdue amounts at 12 percent per year interest charge, or the maximum percentage allowed under applicable Illinois laws, whichever is less.

Advance Payments made on all projects are for services to be rendered as listed within this contract. Any costs or expense related to the project such as paint, wallpaper, installation labor and other related costs for materials and labor is the responsibility of the "Client" to purchase directly and not through Modernize Methods LLC. The cost are additional to any design service fees paid under this agreement.

In addition to any other right or remedy provided by law, if the "Client" fails to pay for the Services in advance as contracted or when due, MODERNIZE METHODS 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.

3. TERM. This Contract will terminate automatically upon completion by Provider of the Services required by this Contract.

4. WORK PRODUCT OWNERSHIP. Any copyrightable works, ideas, discoveries, inventions, patents, products, or other information (collectively the "Work Product") developed in whole or in part by Provider in connection with the Services will be the exclusive property of Provider. The "Client" will use the designs and other "Work Product" exclusively as it is intended and not resale the product, unless agreed to in writing. Upon request, Client will execute all documents necessary to confirm or perfect the exclusive ownership of Provider, MODERNIZE METHODS LLC to the Work Product.

5. 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.

6. ATTORNEYS' FEES AND COLLECTION COSTS. If there is dispute relating to any provisions in this Contract, the prevailing party is entitled to, and the non-prevailing party shall pay, the costs and expenses incurred by the prevailing party in the dispute, including but not limited to all out-of-pocket costs of

collection, court costs, and reasonable attorney fees and expenses.

7. 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 5 days from the effective date of such notice to cure the default(s). Unless waived in writing 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.

8. 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, plague, epidemic, pandemic, outbreaks of infectious disease or any other public health crisis, including quarantine or other employee restrictions, 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 other labor disputes, 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.

9. DISPUTE RESOLUTION. The parties will attempt to resolve any dispute arising out of or relating to this Agreement through friendly negotiations amongst the parties. If the matter is not resolved by negotiation within 30 days, the parties will resolve the dispute using the below Alternative Dispute Resolution (ADR) procedure.

Any controversies or disputes arising out of or relating to this Agreement will be resolved by binding arbitration under the rules of the American Arbitration Association. The arbitrator's award will be final, and judgment may be entered upon it by any court having proper jurisdiction.

10. 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 supersedes any prior written or oral agreements between the parties.

11. 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.

12. AMENDMENT. This Contract may be modified or amended in writing by mutual agreement between the parties, if the writing is signed by the party obligated under the amendment.

13. GOVERNING LAW. This Contract shall be construed in accordance with the laws of the State of Illinois.

14. 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.

15. 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.

16. ATTORNEY'S FEES TO PREVAILING PARTY. In any action arising hereunder or any separate action pertaining to the validity of this Agreement, the prevailing party shall be awarded reasonable attorney's fees and costs, both in the trial court and on appeal.

17. CONSTRUCTION AND INTERPRETATION. The rule requiring construction or interpretation against the drafter is waived. The document shall be deemed as if it were drafted by both parties in a mutual effort.

18. ASSIGNMENT. Neither party may assign or transfer this Contract without the prior written consent of the non-assigning party, which approval shall not be unreasonably withheld.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the date first above written.

Service – "Client"

Signature of approval _____

Date: _____

**Service Provider:
MODERNIZE METHODS LLC**

By: _____

Date: _____

**Modernize Methods LLC
by: Dana Mulqueen**