

## Independent Designer Agreement

\_\_\_\_\_  
(Date)

Business Name \_\_\_\_\_

Business Phone # \_\_\_\_\_

(circle one) Sole Prop / Pship / Corp / LLC

Cell Phone # \_\_\_\_\_

Address \_\_\_\_\_

Facsimile # \_\_\_\_\_

City \_\_\_\_\_

Email Address \_\_\_\_\_

State / Zip \_\_\_\_\_

II. Designer's License # \_\_\_\_\_

Tax # (SS# or FEIN) \_\_\_\_\_

Drivers License # \_\_\_\_\_

II. Reseller # \_\_\_\_\_

Designer Fee Commission \_\_\_\_\_ (\_\_\_%)

*The Standard Terms and Conditions set forth on the reverse side of this document are incorporated into and made a part of this Independent Designer Agreement.*

Independent Designer:

Design Center Custom Interiors:

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

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

Print: \_\_\_\_\_

Print: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

## Independent Designer Agreement Standard Terms and Conditions

This Independent Designer Agreement (the “Agreement”) is made on the date set forth on the reverse side of this document in Naperville, DuPage County, Illinois by and between Floor Covering Associates of Naperville, Inc. d/b/a Design Center Custom Interiors, an Illinois corporation (“DCCI”) whose principal place of business is located at 2852 West Ogden Avenue, Unit 176, Naperville, Illinois 60540 (the “Store”) and is engaged, among other things, in the business of selling furniture and related merchandise, and the Independent Designer whose name and address is set forth on the reverse side of this document (the “Designer”) and is engaged in the business of providing interior design services for individuals, organizations and businesses (the “Clients”).

1. **Term.** This Agreement is effective upon execution and shall remain in effect until terminated by either party (i) by seven (7) days written notice to the other party for any or no reason, or (ii) upon written notice to the other party in the event of a breach of any provision of this Agreement by the other party.
2. **Registration.** In order for the Designer to be eligible for a Designer Fee, the Designer must register the Client with DCCI by (i) introducing the Client to a DCCI employee in the Store, (ii) completing DCCI’s Client Registration Form with the Client’s name, address and specific merchandise purchasing objectives (the “Merchandise”) and (iii) accompanying the Client when the Client signs the DCCI Contract for the purchase of the Merchandise (the “Registration”).
3. **Compensation.** If the Client (i) purchases Merchandise within ninety (90) days of the Registration date, (ii) pays for such Merchandise in full, and (iii) does not return the Merchandise within the Contract terms, then DCCI will pay the Designer a Designer Fee in the amount of the Designer Fee Commission percentage set forth on the reverse side of this document times the purchase price amount for the Merchandise sale, net of sales tax and shipping charges. Such Designer Fee shall be paid to the Designer on or about the fifteenth (15<sup>th</sup>) day of the month following the month that the Merchandise has been delivered and has been paid for in full, provided it has not been subsequently returned.
4. **Coordination.** The Designer shall work on an appointment basis with a DCCI Project Coordinator who will be primarily responsible for facilitating all orders for the Client of the Designer.

5. **No Agency.** The Designer and the Designer's employees, agents and contractors shall have no authority, express or implied, to act as an agent or employee of DCCI, its subsidiaries or affiliates for any purpose whatsoever. The Designer is, and shall remain, an independent contractor and shall have the sole right, obligation and discretion to hire, assign, fire, discipline, evaluate, supervise, manage, train, assign work, define jobs, determine job content, maintain records of hours, perform payroll functions, be responsible for all obligations and liabilities that the Designer may incur in connection with this Agreement, including the obligation to pay all employment, income and social security taxes arising hereunder, and determine all other terms and conditions of employment for all of the Designer's employees. The Designer shall also maintain workers' compensation coverage for all employees, agents and contractors employed by the Designer who are on the Store premises and/or who are performing services related to this Agreement.
6. **Trade Names / Service Marks.** The Designer shall not use any names or marks of DCCI or any of its affiliates at any time during the term or after the term of this Agreement without the written consent of a corporate officer of DCCI.
7. **Laws.** Designer shall comply with all federal, state and local laws, rules and regulations pertaining to Designer's performance under this Agreement.
8. **Taxes and Expenses.** Designer understands and agrees that DCCI is not obligated or responsible to deduct any taxes that may be imposed by any governmental authority from the Designer Fees, and that all such obligations are the sole responsibility of the Designer. As an independent contract, the Designer also agrees to be responsible for all the Designer's expenses in performing this Agreement.
9. **Covenant Not to Hire.** During the term of this Agreement and for two (2) years thereafter, the Designer shall not, directly or indirectly, solicit, hire, engage or contract with any person who was an employee of DCCI at any time during the two (2) year period prior to the termination of this Agreement. The Designer acknowledges and agrees that such employees are an important element of DCCI's business and that any breach of this Covenant would cause significant damages to DCCI. DCCI shall have all equitable remedies, including temporary restraining orders and injunctions, as well as all legal remedies in order to enforce the terms of this provision.
10. **Waiver.** Designer shall maintain proper liability insurance for its employee, agents, contractors and Clients and does hereby waive any rights to recovery from DCCI for any injuries or damages that such parties may incur arising out of or in any way related to this Agreement absent gross negligence or willful conduct on the part of DCCI.

11. Indemnification. Designer hereby indemnifies and holds DCCI, its employees, agents and contractors harmless from and against any and all claims, losses, personal injury, death, damage and expenses, including court and arbitration costs and reasonable expert witness and attorneys fees, arising out of or in any way related to the services of the Designer, the actions of the Clients or the terms of this Agreement.
12. Non-exclusivity. The parties acknowledge and agree that the Designer may and does perform Design Services for Clients with stores and companies other than DCCI.
13. Return of Information. Upon termination of this Agreement or request of DCCI, the Designer shall immediately return all DCCI records, samples, notes, data, memoranda and equipment of any nature that are in Designer's possession or under Designer's control.
14. Invalidity. In the event any provision of this Agreement shall be held to be invalid, it shall not affect the validity of the remaining provisions of this Agreement.
15. Assignment. This Agreement is not assignable by the Customer without DCCI's written consent, and any attempted assignment without such written consent shall be null and void. DCCI may assign this Agreement at any time without the consent of the Customer.
16. Notices. Any written notice pursuant to this Agreement shall be given (i) personally, in which event it shall be deemed served when tendered, (ii) by mail, in which event it shall be deemed served three (3) business days after posting, (iii) by overnight carrier, in which it shall be deemed served one business day after tender to the courier, or (iv) by facsimile, in which it shall be deemed served when transmitted, if during a business day, otherwise as of the next business day. Each party shall be responsible for providing the other party with current addresses if different from that set forth on the reverse side of this document.
17. Entire Agreement. This Agreement contains the entire understanding between the parties and supersedes any prior agreements between the parties concerning the subject matter of this Agreement.
18. Amendment. This Agreement may only be modified or amended by a written document executed by both parties.
19. Laws. This Agreement shall be governed by the internal laws of the State of Illinois without regard to its laws of conflicts.
20. Headings. The Section headings are for convenience only and shall not control or affect the meaning or construction, or limit the scope or intent of any provision in this Agreement.