

## **This is the Designer Showhouse Participation Agreement**

*It is included for you to be able to review prior to submitting for a room.*

*The fundamentals will be the same.*

- We are waiting on the lots to be released before we set all the dates.
- Paint colors will be filled in by the House Captain prior to Designer signing.
- Finalized contract will go out April 1<sup>st</sup> with Room Assignments.
- The contract is due back by April 30<sup>th</sup> with payment as detailed on the Showhouse Costs page in the Designer Packet.
- The Showhouse hours will be confirmed prior to April 1<sup>st</sup>.
- Insurance options and requirements will be confirmed by April 1<sup>st</sup>.

## 2020 DESIGNER SHOWHOUSE PARTICIPATION AGREEMENT

This agreement (“Agreement”) is made this \_\_\_\_\_ day of \_\_\_\_\_ month, 2019 (“effective Date”) by and between The Interior Design Society Charlotte Chapter (“IDS”) and the individual whose signature appears below as designer (“Designer”). In consideration of the 2020 mutual covenants herein contained, and upon good and valuable consideration, IDS and the Designer hereby agrees as follows:

### I. SHOWHOUSE OPERATION.

1. IDS is producing a charity fund-raising event known as the 2020 IDS Charlotte Designer Showhouse (the “Showhouses”) to be held at houses located on lots 30, 31, & 33 in a subdivision known as The Preserve at Narrow Passage located at Halle Marie Circle (the intersection of East Rocky River & Shearer Roads, Davidson NC. (“Premises”) for the benefit of IDS Charlotte and Motor Racing Outreach (“MRO”).

2. IDS will produce the custom-designed and decorated Showhouses to raise money to benefit MRO. IDS hereby engages Designer to provide decoration services in connection with IDS’ production of the Showhouses and Designer agrees to participate on the term and conditions in this Agreement. Additional terms and conditions of Designer’s participation are set forth on the attached 2020 INTERIOR DESIGN SOCIETY AND MOTOR RACING OUTREACH SHOWHOUSE GUIDELINES (“Showhouse Guidelines”). The Designer has read and fully understands the attached Showhouse Guidelines and agrees to adhere to the conditions and follow all guidelines set forth in the Showhouse Guidelines. The Designer understands that failure to comply with the Showhouse Guidelines could result in the separation of the Designer from the project.

3. During operation of the Showhouse (from (date TBD), through “Closing Day” (Date TBD) IDS shall be solely responsible for the sale and collection of tickets and fees. MRO shall receive all proceeds from the sale of tickets.

### II. DESIGNER DUTIES.

1. Room. Designer agrees to decorate the room designated as Room # \_\_\_\_\_, The Designer will be given access to the Showhouse for the purpose of decorating his/her room. The Designer agrees to have this room completed and ready for exhibition by project deadlines provided by IDS. Publicity pictures will be taken in the week of \_\_\_\_\_, and a Preview Party will be scheduled for \_\_\_\_\_. The Designer shall leave his/her room fully completed until the end of the Closing Day.

2. Restoration. Designer shall restore his/her room to (Paint Color TBD), or specific paint provided by “Builder/House Captain by (Date TBD), should the Builder/House Captain not accept the wall covering/wall finish installed by the Designer. Designer shall remove all drapery, hardware, and other window treatments, unless the Builder/House Captain agrees to accept the window treatments. All holes, punctures, and marking from pictures, shelving or other objects or window treatments

must be repaired prior to ( ), All furnishings must be removed and restoration work (including spackling and touch-up painting, if required and clean up), must be performed by painter specified by Builder/House Captain. On or before ( ), the Designer will be notified as to whether the Builder/House Captain wishes to have the room repainted in (Paint Color TBA), specific paint provided by the Builder/House Captain. Designer shall leave the room in a condition satisfactory to the Builder/House Captain. To the extent the Designer fails to restore this room to its original condition as provided herein, IDS reserves the right to undertake such restoration at the Designer's sole expense. Furthermore, any items not removed from the Premises by the Designer prior to ( ), become the property of IDS.

3. Approval. The decoration of any assigned area or room shall be commenced by the Designer only after approval of this plan by the House Captain and acceptance of the Designer Participation Agreement by the Designer. All Designers, their associates and suppliers must enter through the front door and sign in and out during decoration and restoration.

4. Painting and Papering. The Designer is responsible for painting and papering his/her room. All paint and wallpaper applied or hung by the Designer must remain, free of charge, in the room after the Showhouse, except where the Builder/House Captain requests that the room be restored to (Paint Color TBD), or specific paint provided by the Builder/House Captain. If the Builder/House Captain requests that the Designer return the room to (Paint Color TBD), or specific paint provided by the Builder/House Captain, this restoration will be performed at no charge to IDS or the Builder/House Captain. Designer shall not paint over wallpaper and shall wash walls properly to remove all glue.

5. Doors. If removed, Designer store the doors as instructed by House Captain and professionally re-hang doors. If fabric is used to cover walls and the Builder/House Captain requests removal of the fabric, Designer shall repair all holes, markings, and adhesives and paint and finish the walls (Paint Color TBD), or specific paint provided by the Builder/House Captain. Designer shall not alter, change or remove paneling, molding, floor finishes, brick, or fireplaces, without written permission of IDS, unless approved as part of acceptance of Designer Submission by House Captain.

6. Painting. Designer shall not paint any surface, which has not been previously painted, nor install furnishings or fixtures, which will be attached to the walls, ceiling, floors, or doors, without advance written permission of the House Captain.

7. Electrical & Lighting. Designer may remove lighting fixtures from the room, provided that each fixture must be labeled with the name and room number and stored in designated areas. At the end of the Showhouse, Designer shall reconnect any fixture or item so removed to its original location, including the connection of electrical wiring and assuring proper operation. There will be working outlets in each room. Designer shall not commence electrical work without advance written permission of House Captain, which shall require using a licensed electrician approved by IDS and the Builder/House Captain.

8. Flooring. All hardwood flooring including inside the closets must be covered while Designer is working in room. All permanent floor coverings will be made available to Builder at cost or Designer's wholesale cost. Carpeting that will not remain at the end of the Showhouse will be affixed with double-faced tape. All faux painting, stenciling, etc. must be approved by House Captain.

9. Displays. Designer is responsible for maintaining all plants and flowers in his/her room, including replacing fresh flowers at times when the Showhouse is not open to the public. IDS shall remove wilted or unkempt plants or flowers. Coffee, tea, wine or other liquids displayed in the rooms must be colored water simulations.

10. ALL WORK SHALL BE PERFORMED IN A PROFESSIONAL AND WORKMAN-LIKE MANNER WITHOUT EXPENSE TO IDS. THE ROOM SHALL BE RESTORED TO ITS AGREED UPON CONDITION BY ( ). ALL ELECTRICAL, PLUMBING OR OTHER TRADE WORK SHALL BE PERFORMED ONLY BY LICENSED WORKMEN APPROVED BY IDS.

11. Designer agrees to donate a decorative item or service with a retail value of not less than One Hundred Dollars (\$100), to be auctioned off at the silent auction during the cocktail hour of the Preview Party. This item must be delivered to the Showhouse by ( ).

### III. MAINTENANCE AND OPERATION OF SHOWHOUSE.

1. The Showhouse shall be open to the public from (Date TBD), through (Date TBD), according to the following schedule:

Tuesday	Special Events
Wednesday	Special Events
Thursday	10:00am-4:00pm
Friday	10:00am-4:00pm
Saturday	10:00am-4:00pm
Sunday	1:00pm -4:00pm

(This is currently under review)

In addition, the Showhouse shall be used for various Special Events from (Date TBD) through (Date TBD) (“Operation Period”).

2. Cleaning. Ordinary cleaning of the Showhouse premises during the Operation Period shall be the responsibility of Builder/IDS and will be performed in accordance with the Designer’s reasonable instructions as provided to the House Captain.

3. The Designer, his/her suppliers, and all others working at or attending the Showhouse under the Designer’s direction shall park their vehicles only in areas designated by IDS.

4. Staffing for the operation of the Showhouse (e.g. hostesses, guides, ticket takers, parking attendants, etc.) shall be at the sole discretion of IDS during all hours the Showhouse is open to the public. Designers are encouraged to host their own area whenever possible. The Designer shall notify IDS of his/her intent to staff his or her own area on or before (TBD). IDS explicitly makes no representation that any particular number of staff people will be assigned to the Showhouse or to any area in the Showhouse at any time.

5. Any reasonable instructions from the Designer to House Captain regarding the care and display of the Designer’s designated area/room (e.g. lamps to be turned on, plants watered, cling instructions, etc.) shall be furnished to the House Captain in writing, and copied to the IDS email: [idsctshowhouse@gmail.com](mailto:idsctshowhouse@gmail.com) not later than (time and date TBD). Such reasonable instructions will be carried out to the best ability of IDS however, IDS shall have no liability for any act or omission in IDS efforts.

6. Visitors to the Showhouse will be permitted to tour the Showhouse in a manner determined at the sole discretion of IDS. The Designer will not be permitted to alter or impede the flow of the tours or to interfere in any way with the established operation of the Showhouse.

#### **IV. INSURANCE.** Still Under review

1. The Designer will obtain, at his/her own expense, insurance covering the full amount of personal property displayed in this room for the period that the property is on the Premises of the Showhouse, plus liability insurance to cover damage to person or property and worker's compensation insurance, in amounts acceptable to IDS. The Designer agrees that all personal property (including furniture, furnishings, and other items of decoration) shall remain on the Premises at the sole risk of the Designer and neither IDS, nor the Builder/House Captain, shall have any liability for any damage or theft of or to said personal property. On or before (Date TBD), the Designer shall provide IDS with evidence of insurance coverage in the form of a Certificate of Insurance. All insurance policies obtained by the Designer shall contain waivers of subrogation against IDS and the Builder/House Captain. The Designer and all agents, subcontractors and workers must furnish proof of workmen's compensation insurance in order to be admitted to Premises. NO EXCEPTIONS WILL BE MADE. DESIGNERS MAY NOT MOVE FURNISHINGS ONTO PREMISES WITHOUT CERTIFICATE OF INSURANCE AS SPECIFIED ABOVE.

2. IDS and the Builder/House Captain shall not be held liable for, and the Designer agrees to indemnify and hold harmless IDS, the Builder and the House Captain from and against any claim arising from the negligent or willful conduct of the Designer, his/her agents or employees, or any claims arising from the Designer's use or occupancy of the Premises.

#### **V. PUBLICITY.**

1. IDS shall be solely responsible for all publicity for the Showhouse. Any publicity which the Designer wishes to originate must be coordinated with and approved in writing in advance by IDS.

2. IDS will print and distribute a free program to each visitor to the Showhouse. The program will include, among other things, a full-page description of the Designer's room with credit given to Designer for work therein and other credits as the Designer may reasonably request.

3. The Designer will submit a short typewritten description (not more than 150 words) and a Design Board of his/her room for inclusion in the program on or before (\_\_\_\_). The description shall include credits for items in the room. IDS reserves the right to make any changes or deletions in the material submitted that IDS, in its sole discretion, deems desirable. Failure to submit the above items by (\_\_\_\_), shall excuse IDS from any responsibility for errors, omissions or failure to include material in the program. Additional advertising space in the program book will be available for purchase by the Designer at a 20% discount. Due on or before (Date) Pricing under review.

#### **VI. SALE OF ARTICLES**

1. The Designer will submit to IDS on or before (Date TBD), a typewritten list of all items in his/her room, the designer's logo, all paint colors and all supporting vendors for the room. This will be used for the Showhouse book and room signage in the Designer's room. Articles not for sale shall be marked NFS and prices shall be listed for those articles that are for sale.

2 IDS shall receive a sales commission of twenty percent (20%) of the listed price of each article sold through the Showhouse. Articles sold may not be removed from the Designer's room until the close of the Showhouse. Payment of one hundred (100%) will be made and held by IDS as the requirement to reserve articles for purchase. In the event of forfeiture by a purchaser, IDS shall receive twenty percent (20%) of the deposit the Designer will receive the remaining 80%.

## **VII. ACTIVITIES.**

1. IDS reserves the right to use the Premises for such other activities and Special Events as are compatible with the Showhouse, as long as such activities do not unreasonably interfere with the Designer's decoration and display of this room.

2. A Boutique will be maintained by IDS. The Boutique will offer merchandise for sale to visitors to the Showhouse. Should the Designer wish to offer merchandise for sale in the Boutique, IDS will receive 20% of the sale price of that item. Designers interested in offering merchandise for sale at the Boutique must notify the Boutique Chairman by (Date TBD). The Boutique Chairman shall have the sole discretion to accept or reject items for sale at the Boutique. IDS accepts no responsibility for items held for sale at the Boutique.

3. Each decorated room/area will be provided two (2) complimentary tickets to the Gala Opening Party, additional Gala Opening Party tickets (up to 4) will be available to the Designer at a 20% discounted rate.

## **VII. TERMINATION.**

1. IDS may terminate this Agreement for Designer's failure to perform duties, obligations, or responsibilities herein (including, without limitation, failure to pay any sum when due), in the event that such failure is not cured or sufficiently mitigated (to IDS' satisfaction) within three (3) days of the date of notice thereof.

2. In the event the Premises are damaged or become unusable or inaccessible prior to the expiration of the Agreement, to the extent the Designer's designated room or a substantial portion of the Premises cannot be exhibited effectively as a Showhouse, or in the event that IDS is unable to proceed with the Designer's Showhouse for any reason, the Agreement may be terminated upon written notice to the Designer from which date all parties shall be relieve of further liability hereunder each to the other, except that IDS may require the Designer to restore and clean his/her area to the extent it is undamaged.

## **IX. NO WARRANTIES.**

IDS MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, AS TO THE SUCCESS OF THE SHOWHOUSE AND IDS EXPRESSLY AND SPECIFICALLY DISCLAIMS ANY AND ALL WARRANTIES OF QUALITY, MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE, OF PARTICIPATION IN THE SHOWHOUSE. FURTHERMORE, DESIGNER EXPRESSLY RELEASES IDS FROM ANY LIABILITY, WHETHER IN CONTRACT, TORT, BY STATUTE, OR UNDER ANY OTHER THEORY OF RECOVERY, INCLUDING NEGLIGENCE, OR OTHERWISE, FOR ANY INDIRECT, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES (INCLUDING, BUT NOT LIMITED TO, LOSS OF BUSINESS OR BUSINESS INTERRUPTION, LOST PROFITS OR LOSS OF USE), ARISING OUT OF OR RELATING TO THIS AGREEMENT. DESIGNER

HEREBY EXPRESSLY ACKNOWLEDGES AND AGREES THAT EXCEPT FOR CLAIMS FOR PERSONAL INJURY (INCLUDING DEATH), OR TANGIBLE PROPERTY DAMAGE RESULTING FROM IDS' GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, IDS' ENTIRE LIABILITY TO DESIGNER UNDER THIS AGREEMENT SHALL BE LIMITED TO THE SUM OF ONE HUNDRED DOLLARS (\$100.00), PROVIDED THAT DESIGNER PROVIDES WRITTEN NOTICE OF THE DETAILS OF SUCH CLAIM TO IDS WITHIN ONE (1) YEAR OF THE DATE THAT DESIGNER KNEW OR SHOULD HAVE KNOWN OF SUCH CLAIM.

#### **X. MISCELLANEOUS.**

1. For the purpose of all provisions of this Agreement, time shall be deemed of the essence and the Designer hereby waives all rights to any notice to quit the Premises.

2. Designer may not subcontract or otherwise delegate Designer's obligations under this Agreement without IDS's prior written consent, which shall not be unreasonably withheld. Subject to the foregoing, this Agreement shall be for the benefit of each party's successors and assigns and will be binding on each party's assignees.

3. The Designer is hereby granted only a license to use his/her assigned portion of the Showhouse and shall obtain no possessory or proprietary rights in any part of the Premises.

4. Designer is an independent contractor, and nothing in this Agreement is intended to, or should be construed to, create a partnership, agency, joint venture or employment relationship with IDS. Designer will not be entitled to any of the benefits which IDS may make available to its employees, including, but not limited to, group health or life insurance, profit sharing or retirement benefits.

5. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the United States and the State of North Carolina without regard to its conflict of laws provisions. In the event of a dispute between the parties relating to this Agreement or in the event of any default under this Agreement, the party prevailing in the resolution of any such dispute by court of law shall be entitled to recover its reasonable attorneys' fees and other costs incurred in connection with resolving said dispute.

6. No term or provision hereof shall be considered waived by a party, and no breach excused by a party, unless such waiver or consent is in writing signed by the aggrieved party. The waiver of, or consent to, a breach of any provision of this Agreement by a party, shall not operate or be construed as a waiver of, consent to, or excuse of any other or subsequent breach. This Agreement may be amended or modified only by mutual agreement of authorized representatives of the parties in writing.

7. This Agreement and the Designer Contract constitute the entire agreement between the parties relating to this subject matter and supersedes all prior or contemporaneous oral or written agreements concerning such subject matter.

8. This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which shall constitute one and the same instrument. For purposes of this Agreement, the parties mutually agree that a party shall be deemed to have executed the Agreement by attaching this agreement to an electronic mail message containing the following statement: "This email

shall constitute my execution and acceptance of the attached Consulting Services Agreement and my agreement to be bound thereby.”

PLEASE SIGN AND RETURN THIS AGREEMENT TO THE IDS PRESIDENT NOT LATER THAN (\_\_\_\_\_).

IDS President: Audrey Clawson  
Address: 153 Yacht Cove Lane  
 Mooresville, NC 28117

I understand and agree to adhere to the conditions set forth in this Agreement and all other reasonable rules and regulations adopted by IDS as necessary to the operation of the Showhouse. I agree to perform in accordance with the terms of this Agreement and to decorate my assigned area or room in a timely, competent manner.

Name of Firm \_\_\_\_\_

Designer’s Name (please print) \_\_\_\_\_

Designer’s Signature \_\_\_\_\_

Address \_\_\_\_\_

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

Telephone Number \_\_\_\_\_

By (please print) \_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_

\_\_\_\_\_

Accepted for IDS by (please print) \_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_

House Assignment \_\_\_\_\_

Room Assignment \_\_\_\_\_

A copy of this executed Agreement will be returned to the Designer upon its approval and acceptance by IDS.



## Addendum

### 2020 INTERIOR DESIGN SOCIETY AND MOTOR RACING OUTREACH SHOWHOUSE GUIDELINES

In furtherance of this fundraising effort, the Designer agrees with to the following additional requirements of these Showhouse Guidelines:

1. At Designer's expense, Designer shall fully decorate and furnish Designer's assigned room or designated area (including wallpaper) in the Showhouse. Said area must remain fully decorated throughout the duration of the Showhouse.

2. Designer shall coordinate its color scheme with the color-scheme as designated by the House Captain, and the selected room will be furnished as the type of room outlined in the Designer packet. Once the Designer has received approval from the House Captain for Designer's color scheme, any changes in the paint color must be approved by the Showhouse Committee.

3. Designer shall attend Showhouse meetings, as requested and will also provide adequate plans, boards, etc., as required.

4. Designer must submit evidence of adequate fire, casualty, theft, and contents insurance and hold harmless letter to the House Captain.

5. Designer will restore his/her room or designated area to move-in condition upon the close of the Showhouse. Paint and/or wall paper decisions will be made between the Designer and House Captain before the end of the Showhouses.

6. Designer shall be responsible for the repair of any damages to faux-finished used by Designer, which includes nail holes, indentations, & etc.

7. Any needed repairs due to damage caused by Designer, employees or helpers of Designer shall be made at Designer's expense. A bill for these repairs will be submitted by the Builder to the Designer for payment.

8. If the Designer wishes to use a lighting fixture of its own choosing in place of the lighting fixture selected by the Builder/House Captain. Designer shall use the Builder's electrician to hang and remove their fixture. The Designer shall reimburse the Builder for the electrician's charges for the hanging and removal of that fixture.

9. Window treatments (including hardware) supplied by the Designer, belong to the Designer. Final removal/keep decisions will be made between the Designer and House Captain before the end of the Showhouse.

10. If Designer fails to meet any Showhouse deadline, fails to finish decorating the room assigned by any scheduled deadline (without prior written consent from the House Captain) or engages in unethical conduct in connection with this Agreement or the Showhouse, Designer shall forfeit all registration fees and shall be liable to IDSCC for any and all costs incurred to repair and/or complete

the Designer's room. Designer may also be barred from participation in any future IDS Showhouse for a period of years, as determined in the sole and exclusive judgment of the IDSCC.

11. Designer understands she/he is fully responsible for any contracts, agreements, and purchases of merchandise and services to the Builder, Homeowner, Customers, etc. The IDSCC, Motor Racing Outreach, Builder, Developer, House Captain, Realtor, Sponsors, or anyone else involved with this Showhouse are not responsible for the design and display, business dealings, or actions of the Designer.

By (please print)\_\_\_\_\_

Signature\_\_\_\_\_

Date \_\_\_\_\_