



Date _____

Name _____,

Address _____,

City _____, State/Province _____.

Zip/Postal _____

Re: Project Name _____

Thank you for inviting us to work with you on this project.

Creating a success story at this location will open the doors for your future growth. It is important to be strategic with ideas and approaches, as we firmly believe that good brand and interior design is reflected by strong bottom line results.

CONTRACT FOR THE SALE OF CONSULTING SERVICE:

SALES AGREEMENT

This service agreement made on _____, between Our Little Secret Corp., of 307-1755 Robson St. Vancouver, BC, V6G 3B7 Canada, (Seller) and

Name _____

Address _____, City _____,

State/Province _____ Zip/Postal _____ (Buyer)

SALE OF SERVICE

Seller shall sell and deliver to buyer on or before (Date) _____, the following consulting service and equipment: (Initial all that will apply to this contract).

- _____ - Business Plan
- _____ - Design Floor Plan
- _____ - Interior Design
- _____ - Start Up Consulting
- _____ - 3 Months Maintenance Consulting
- _____ - Consulting for Entire Project until opening
- _____ - 12 Months Management Coaching
- _____ - Complete Construction Cost _____ Square Feet
- _____ - Payroll Analysis
- _____ - 3 Months Profit & Loss Analysis
- _____ - 3 Months Management Coaching (weekly phone call if needed)
- _____ - Company Logo
- _____ - Newsletters _____ Quantity
- _____ - Ad's For Marketing _____ Quantity
- _____ - Marketing Program
- _____ - POS Software
- _____ - POS Equipment with Computer _____ # of Computers



- _____ - Menu Printing _____ Quantity
- _____ - Business Cards Printing _____ Quantity
- _____ - Stationary Printing _____ Quantity
- _____ - Grand opening Ideas
- _____ - Brand Analysis
- _____ - Employee Hand Book and Hiring Practises
- _____ - Your Own Product Line Ideas _____ - Hair _____ - Skin _____ - Makeup
- _____ - Linens _____ Quantity
- _____ - Towels _____ Quantity
- _____ - Web Site _____ - With Shopping Cart
- _____ - Loyalty Program
- _____ - Security Analysis
- _____ - Customer Flow
- _____ - Facility Analysis
- _____ - Credit Card service
- _____ - Phone service
- _____ - Surveillance system
- _____ - All Necessary Equipment (See Schedule A)

PROPOSED SERVICES

1. Programming and Conceptual Design

As discussed, (seller) and associates are to provide the design direction and finishes specifications for this project. This is to include:

The seller shall formulate for your discussion and approval, preliminary plans and design concepts that are appropriate and describe the character, function and aesthetic of the project.

- prepare preliminary space planning and furniture layouts based on information obtained through our interviews and site dimensioning
- prepare preliminary design elevations of key areas
- consult with other consultants as required
- review and revisions until client approval is obtained

2. Design Development

Based on the approved Conceptual Design phase; develop and present for buyer's review and approval, final design recommendations for;

- space planning and furniture layouts
- all furnishings and fabric selections
- all finishes relating to the floor, wall, window and ceilings
- all custom millwork and hardware
- lighting, electrical, and communication plans
- consult with other consultants as required
- review and revisions until client approval is obtained

3. Contract Documentation

Based on the approved Design Development phase, present for construction the following set of documents that include:

- preparation of written finishes and furnishings specifications



- preparation of hardware specifications
- preparation of Design Development drawings (not fully detailed Construction Documents)

4. Contract Administration

- review and approve shop drawings and samples to assure they are consistent with design concepts
- conduct one site visit to review progress & one final site visit to review final construction
- coordinate with the General Contractor

IMPLEMENTATION

We pleased to offer the above-mentioned services for a fee of (State your total price you are willing to pay for the above services and equipment) \$ _____ .00 plus taxes if applicable.

Services Not Included in the Basic Design Fee:

- Providing detailed estimates of project costs
- Obtaining of any Permits as required by the City for any portion of the Project
- Providing Issue Letters of Assurance as required by the City under the Certified Professional Program
- Providing rendered perspectives
- Providing services of consultants for Structural, Mechanical, Electrical, Plumbing, etc.
- Re-design of any portion of the design that has previously been approved and signed-off. These revisions billed at an hourly rate of \$125.00 per hour.
- Seller or associates will provide three site visits. One for initial site dimensioning and site review, one to review progress of construction and one to review final construction. Any additional site visits will be charged out our hourly rate

Owner/Project Manager Responsibilities:

- The buyer shall provide full information regarding requirements for the project, the accuracy of which the seller can rely upon. Information shall include the following: a legal description of the Site, scale drawings or as-built drawings of the existing building, reports of any specialist consultants determined by the seller to be necessary, and tenant guidelines for the building. Any contracts for the provision of the above information will be direct contracts with the buyer unless explicitly stated otherwise.
- The buyer shall provide basic construction budgets at the beginning of the project.
- The buyer shall be responsible to inform the seller of any changes that will affect the work being done. They shall examine all drawings and documents submitted and shall render decisions promptly to avoid unreasonable delay in the project. The buyer shall forward all instructions to the Contractor and Consultants with respect to the work through the seller.
- The buyer will authorize one person to act on its behalf with respect to the Project and who will be the buyer's sole contact with the Interior Designer.
- The buyer shall allow the seller access to the finished project for the purpose of photographing the space for the seller's record.

Terms of Proposal

Fees billed in installments according to the project schedule below. All invoices are payable upon receipt with 2% interest charged on all overdue accounts (24% per annum).

Check made payable to,
OLS Corp.
307-1755 Robson Street,
Vancouver, BC V6G 3B7

If the buyer makes additions or revisions to the program of requirements or to approved documents prepared by the seller, thereby requiring further basic services, the buyer will pay the seller for such



services according to the fee for additional services. Fees for the seller's additional services based on the rate of \$125.00 per hour.

The buyer will pay for disbursements that include all actual expenditures made or incurred by the seller at cost plus a 10% administration fee. The seller will provide documentation on request justifying such actual expenditures, which may include: parking, all travel expenses, all printing and binding of documents and photocopying, courier and postage, and payment of any invoice charged to the seller for incidental materials and furnishings for the Project as authorized by the buyer.

Notwithstanding the above, it is understood that either party may terminate the Agreement upon written notice to the other. In the event of such termination, the seller shall be entitled to payment of the work completed as of the date of the termination.

Progress Schedule:

1. Project Initiation \$ 5,000.00 by Date _____
2. Conceptual Design & Development Phase 30% \$ _____ .00 by Date _____
3. Contract Document Phase 30% \$ _____ .00 by Date _____
4. Equipment Phase 50% Deposit by Date _____
5. Contract Administration Phase Balance \$ _____ .00 for 100% by Date _____
6. Equipment Phase Balance \$ _____ .00 for 100% by Date _____

If the above proposal meets with your approval, your signature below and a check for the Project Initiation for \$5000.00 will indicate your acceptance of the terms of this Agreement. Kindly sign and return along with your post dated checks to us. If you have any questions or wish to discuss the Agreement, please do not hesitate to call.

IDENTIFICATION OF SERVICE

Identification of the service to this agreement shall not be deemed to have been made until both buyer and seller have specified that the services in question be appropriated to the performance of this agreement.

RECEIPT CONSTRUED AS DELIVERY

Services deemed received by buyer when delivered end of month analysis consulting services by phone or mail to buyer.

The parties have executed this agreement on the day and year first above written.

(Seller) OLS Corp.

(Buyer)

Yours very truly,

Dennis McCrindle



Schedule A

Equipment list and extra requests for project not mentioned above.