

Generally, whether at an auction in a gallery or on an Internet site, when a potential buyer makes a bid and the seller subsequently accepts it, a contract exists because the parties have mutually assented to be bound...

that the parties intend to memorialize the agreement in a formal document does not prevent the informal agreement from taking effect prior to that event. Consequently, in order to avoid becoming bound by a reply containing unreasonable contract terms, the astute interior designer should follow these four rules for submitting proposals:

1. Review the terms and conditions contained in an RFP carefully.
2. Thoroughly think through fee and schedule terms with an emphasis on staffing availability. Unexpected fees and schedule delays are the main cause of owner dissatisfaction.
3. Qualify proposals to conform to or address special concerns as to how and when your firm will perform its work. Exceptions should be made based on ambiguous and incomplete information contained in the RFP. If your proposal is accepted, these qualifications and exceptions may make the difference between a profitable and unprofitable project.
4. Attach a copy of your firm's standard agreement for services. If your proposal is accepted, you will ensure a full negotiation on all contract terms after your firm has been selected.

LIABILITY AND CONTRACTUAL PROTECTIONS

As team members

As team members, interior designers are subject to real and imagined claims from a number of directions; many of them will stem from actions undertaken (or omitted) by another team member. This liability is of two types. The first type of claim, contractual liability claims, arise when designers fail to perform any promise which formed a part of their contract. Contractual liability is usually measured in terms of assumed or due care in the performance of a designer's contractual obligations. The second type of claim involves malpractice or professional negligence, in which clients allege that designers committed professional misconduct, provided services that fall below an acceptable local standard of care, or engaged in other improper conduct relating to their services. Like contract claims, professional negligence claims are usually measured in terms of whether the interior designer's per-