

Bilotta

August 8, 2012

RETAINER AGREEMENT

Between: [REDACTED]
(Hereinafter called *Purchaser*)

Billing Address: [REDACTED] Job Site (if different):

Ph.: Fax:

and seller, **Bilotta Kitchens of NY, LLC.**

Purchaser agrees to pay \$ 3,500.00 for the design of the following space:
ArtCraft Kitchen

For the fee as set forth, seller will evaluate and where possible measure the space, as specified above, investigate various approaches to and create a design for the available space based on needs and desires of purchaser. Design work may include various drawings and specifications for only the space noted above. The fee shall be applied against the actual order placed for implementation of said project in said space as described above and only within 90 days of this agreement, but is non-refundable. After 90 days, both estimated prices and relevant retainer amounts are subject to change. The design, the drawings and the specifications remain the property of Bilotta Kitchens of NY, LLC, and are intended for the sole use and execution by Bilotta. Ownership of such will not be released until a contract is signed for said project. If said project is not implemented with Bilotta, an additional design fee may be applicable for work done on designing said space.

Purchasers' signing of this Retainer Agreement in no way binds the parties to execution of a resulting contract for said project.

Accepted: _____ Date: _____
Purchaser

Accepted: _____ Date: _____
Bilotta

BNY/RET/9-1-09