

Agreement
Between Purchaser and Seller
Approved by the
National Kitchen and Bath Association

Contact Information
(Redacted for homeowner
privacy)

1. Scope: Seller agrees to furnish all equipment, materials and supervision required to meet the specifications described in the annexes:

Specification of Work dated July 10, 2020 - Annex 1, Annex 2

2. Amount of Agreement: **Payment by Progress Breakdown** \$ 109,250.00

Schedule of Payments:

| | | |
|----|---|--------------|
| | Design Retainer fee to release drawings ----- | \$ 1,500.00 |
| a) | Deposit due upon signing contract ----- | \$ 25,812.50 |
| b) | Balance of deposit due 6 weeks prior to start date ----- | \$ 27,312.50 |
| c) | Due upon completion of tear out, framing, rough plumbing, rough electric and drywall ----- | \$ 13,990.00 |
| d) | Due upon delivery of cabinetry to job site ----- | \$ 22,807.50 |
| e) | Due upon installation of cabinetry and counter tops ----- | \$ 8,975.00 |
| f) | Due upon completion of final plumbing and final electrical ----- | \$ 4,000.00 |
| g) | Due upon installation completion of trim work and tile backsplash installation ----- | \$ 4,852.50 |

3. Payment Options; Cash or Check. We do not accept credit cards for contract payments. Change orders charges, up to \$3,000.00, can be put on credit cards.

Guarantee or Warranty

4. The standard form of warranty shall apply to the service and equipment furnished (except where other warranties of purchased products apply). The warranty shall become effective when signed by the Seller and delivered to the Purchaser. The warranty is for one year material and labor. Upon Default of payment in full the warranty will become null and void.

5. The delivery date, starting date and completion date, when given, shall be deemed approximate and performance is subject to delays caused by strikes, fires, acts of God, or other reasons not under the

Clear Construction Timeline

control of the seller, as well as the availability of the product at the time of delivery. An approximate start date of **October 2020** with a time frame of **6 – 8 Weeks**.

6. The Purchaser agrees to accept delivery of the product or products when ready. The risk of loss, as to damage or destruction, shall be upon the purchaser after delivery and receipt of the product.

7. INSTALLATION OF CABINETS & COUNTERTOPS BY [REDACTED] - Purchaser and Seller will jointly inspect product for damages within 7 days of installation. Seller assumes no responsibility for damages occurring after installation inspection.

7a. Materials that are supplied, but not installed by [REDACTED] must be inspected by Purchaser prior to installation. Purchaser has 48 hours after delivery of materials to inspect for any damage. Seller is not responsible for material or any costs due to damaged materials after the 48 hour inspection period from time of delivery.

8. Purchaser is responsible for supplying Seller with accurate appliance specifications and model numbers to complete job within 2 weeks of signing this Agreement. Purchaser will be charged for additional fees if incorrect specifications result in modification of Islands, Counter tops, Cabinetry, and etc. after fabrication.

9. The "Purchaser" understands that the products described are specially designed and custom built and that the Seller takes immediate steps upon execution of this agreement to design, order and construct those items set forth herein; therefore, this agreement is not subject to cancellation by the purchaser for any reason.

10. Purchaser is responsible for verifying local permit and zoning requirements and it is the Purchaser's responsibility to obtain all permits and pay any associated fees. Purchaser agrees that Seller shall not be held accountable if Purchaser chooses to waive permits.

11. No installation, plumbing, electrical, flooring, decorating or other construction work is to be provided unless specifically set forth herein. In the event the Seller is to perform the installation, it is understood that the price agreed upon herein does not include possible expense entailed in coping with hidden or unknown contingencies found at the job site. In the event such contingencies arise and the Seller is required to furnish labor or materials or otherwise perform work not provided for or contemplated by the Seller, the actual cost plus (30% overhead) thereof will be paid for by the Purchaser, Contingencies include but are not limited to: inability to reuse existing water, vent and waste pipes; air shafts, ducts, grilles, louvers and registers; the relocation of concealed pipes, risers, wiring or conduits, the presence of which cannot be determined until the work has started; or imperfections, rotting, or decay in the structure or parts thereof necessitating replacement.

12. Title to the item sold pursuant to this agreement shall not pass to the Purchaser until the full price as set forth in this agreement is paid to the Seller.

13. Payment is due upon receipt of invoice and shall be subject to interest charges of (18%) per annum after non-payment for 15 days and in no event higher than the interest rate provided by law. If the

Seller is required to engage the services of a collection agency or an attorney, the Purchaser agrees to reimburse the Seller for any reasonable amounts expended in order to collect unpaid balance.

14. If any provision of this agreement is declared invalid by any tribunal, the remaining provisions of the agreement shall not be affected thereby. **Change order procedures**

15. This agreement sets forth the entire transaction between the parties; any and all prior agreements, warranties or representations made by either party are superseded by this agreement. All changes in this agreement shall be made by separate document and executed with the same formalities, no agent of the Seller, unless authorized in writing by the Seller, has any authority to waive, alter, or enlarge this contract, or to make any new or substituted or different contracts, representations or warranties.

16. The Seller retains the right upon breach of this agreement to sell those items in the Seller's possession. In effecting any resale on breach of this agreement by the Purchaser, the Seller shall be deemed to act in the capacity of agent for the Purchaser. The Purchaser shall be liable for any net deficiency on resale.

17. **THE SELLER AGREES THAT IT WILL PERFORM THIS CONTRACT IN CONFORMITY WITH THE CUSTOMARY INDUSTRY PRACTICES. THE PURCHASER AGREES THAT ANY CLAIM FOR ADJUSTMENT SHALL NOT BE REASON OR CAUSE FOR FAILURE TO MAKE PAYMENT OF THE PURCHASE PRICE IN FULL. ANY UNRESOLVED CONTROVERSY OR CLAIM ARISING FROM OR UNDER THIS CONTRACT SHALL BE SETTLED BY ARBITRATION AND JUDGMENT UPON THE AWARD RENDERED MAY BE ENTERED IN ANY COURT OF COMPETENT JURISDICTION. THE ARBITRATION SHALL BE HELD UNDER THE RULES OF THE AMERICAN ARBITRATION ASSOCIATION.**

Accepted _____

Seller

Accepted _____

Purchaser

Date _____

Date _____

The Specifications Included in this agreement are governed by the following:

Seller will supply and deliver only such equipment and material as described in these specifications. Labor connected with this kitchen installation will be supplied by the Seller only as herein specified.

Any equipment, material and labor designated here as "Purchaser's responsibility" must be furnished and completed by the Purchaser, or the Purchaser's agent, in accordance with the work schedule established by the Seller.

Equipment, material and labor not included in these specifications can be supplied by the Seller at an additional cost for which authorization must be given in writing by the Purchaser, or the Purchaser's agent.



All dimensions and cabinet designations shown on the floor plan, which are part of these specifications, are subject to adjustments dictated by job conditions.

All surfaces of walls, ceilings, windows and woodwork, except those of factory made equipment, will be left unpainted or unfinished unless otherwise specified.

If specifications call for re-use of existing equipment, no responsibility on the part of the Seller for appearance, functioning or service shall be implied.

For factory-made equipment, the manufacturer's specifications for quality, design, dimensions, function and installation shall in any case take precedence over any other.

For plumbing installations, seller uses Pex tubing for all installations. Purchaser may request copper on a time & material basis.



Exclusions

The following items are not included as part of this contract:

- Removal of all wallpaper in kitchen and mud room
- Basement patching due to plumbing (time & material)
- Does not include any drywall patching or repair needed in mud room due to wallpaper removal (to be determined)
- Moving of any AC vents (there will be no HVAC in powder room)
- Wood Flooring
- Garbage Disposal
- Appliances
- Painting
- Any Painting and Hanging or Removal of Wallpaper
- Any Permits and/or additional Building Fees not included, if needed
- Anything not specified in contract or drawings