

CUSTOM CABINETRY SERVICE CONTRACT

This Custom Cabinetry Service Contract ("Contract") is entered into on _____ by and between:

Concepts in Cabinetry ("Company"), 16102 E Lupon Road, St Hedwig, TX 78152

Phone: 210-667-1717

Email: _____

and

_____ ("Client"), include spouses name

Project Address: _____

Phone: _____

Email: _____

1. Standard General Conditions

1.1 Scope of Work:

1.2 Cabinetry Design and Shop Drawings:

Client and Company signatures are required on the Proposal prior to the design phase. Company requests a \$_____ design retainer that will be fully credited to the purchase price of the project. Upon receipt of retainer, Company will take exact measurements and photographs of the existing space, or work with Client's architectural plans. Detailed layouts and elevations will be drawn with exact cabinetry measurements, door/drawer style, accessories, molding, hardware, and finish details. Required plumbing/electrical notes and appliance model numbers for panel ready appliances will also be included.

Company allows one (1) change to the drawings during the design process. ANY REDLINE ITEMS WILL BE WRITTEN ON A CHANGE ORDER and are the responsibility of the Client. If redline items on drawings are not written on a Change Order by Client, Client accepts all financial responsibility if Company must remake any part of the project. Any additional changes after the one allowance will incur a Change Order with additional fees.

1.3 Changes to Scope:

Client retains the right to make change orders to this Contract. Any Change Order made will add on time to the duration of the project and will require a signed Change Order form. The time added on to the project schedule may vary from a few days to multiple weeks. Company will give Client a rough estimate with the timeline as to how long the Change Order will affect the schedule.

Company also retains the right to make changes to the original Proposal as a Proposal Request. This document issued by Company is used to gauge the cost of potential changes or to address anticipated issues with the work. The Proposal Request will be signed by Company and Client.

1.4 Deliveries:

Company will notify Client of delivery date. Company requires delivery acceptance by Client/Client's representative. If directed by Client/Client's representative, Company will drop off cabinetry and associated components in the location designated by Client when Client is not present during delivery. It is Client's responsibility to ensure that the cabinets are stored in a safe and environmentally controlled location. Once cabinets are delivered it the responsibility of Client to ensure that the cabinets are safe. Damages that are incurred by Client's other contractors will be the sole responsibility of Client.

1.5 Storage Fees:

Storage Fees will be assessed if Client does not accept delivery within five (5) business days of delivery date. Client understands that Company has limited warehouse space. The minimum storage fee is \$50 with an additional \$10 per day.

1.6 Installation:

Company will provide for professional installers who will handle the specialized installation of Client's new cabinetry, hardware, and associated components. After installation of the project, Company will return for final adjustments and touch-ups.

1.7 Time of Completion:

A written schedule will not be a part of this Contract. Time is of the essence in the performance of all obligations of this Contract, and Company agrees to perform/deliver the work/materials in a timely manner. It is of the highest priority for Company to complete the project in the least amount of days as possible, as delays in progress are unfavorable to BOTH Client and Company. Company shall verbally state an approximate amount of days/weeks needed to complete the project, based upon past history of similar projects. Company will do everything in their power to complete the project as quickly as possible. Client acknowledges that unpredictable events outside of Company's control may happen during the course of the project (change orders, sickness, weather delays, material backorders, materials damaged in transit, warranty items, etc.). Company is in NO WAY liable to refund any money based upon the duration of the project schedule, or the number of unexpected events and problems during the course of the project.

1.8 Notice of Completion:

Upon completion of adjustments and touch ups, Company will invoice the final 10% of the total project cost (see 1.9). Upon Client's payment of the final 10%, Client acknowledges acceptance and completion of the project. Company will furnish Client with a lien waiver upon request. Any work performed thereafter, will be at the discretion of Company and will incur additional charges.

1.9 Payment Schedule:

\$_____ design retainer is due upon signing this Contract and is credited upon completion of project.

\$_____ 60% of the total project cost will be invoiced upon signing of Contract.

\$_____ 30% of the total project cost will be invoiced upon delivery.

\$_____ 10% of the total project cost will be invoiced upon touch up and final completion.

1.10 Payment Method:

Payment shall be preferably made by check, ACH transfers, wire transfers, or other acceptable form of payment by Company.

1.11 Late Payment:

Payments are due upon receipt of invoices. Late payments are subject to a \$100 administration fee and 1.5% monthly interest. The failure of Client to make payment when due shall constitute a material breach of contract and shall entitle Company to suspend all work until payment is made. If Company is required to engage the services of a collection agency or an attorney, Client agrees to reimburse Company for any amounts expended in order to collect the unpaid balance, including reasonable attorneys' fees.

2. Warranty

The warranty covers defects in materials and workmanship under normal home use and service for one (1) year after completion. Company will repair or replace any part or parts deemed defective under normal home use and service, provided that Company is given prompt written notice of the defects. Company will not extend any warranties beyond what is generally available from Company suppliers. Warranty is not transferable. Warranty work will incur trip charges.

3. Disclaimers

3.1 Environmental humidity:

Under normal circumstances all wood contains some moisture: it easily exchanges moisture with the environment. This effects all wood products even after finishing. Finishing the wood does slow the process, but it will still react to changes in humidity levels. When humidity is high, wood will expand in response to the absorption of moisture. When humidity is low, moisture is lost, causing the wood to contract. Wood will not change in shape or size unless humidity levels change. When exposed to high humidity wood will primarily change in width and thickness. Normal minor variations in humidity will cause imperceptible minor dimensional responses in the wood. Maintaining a 40% to 50% humidity level within the household should avoid environmental changes in the cabinetry. Extreme changes in humidity levels, 80% or above and 20% or below can cause problems. Wood performs best in controlled environments. Problems associated with warping are usually the result of conditions at site storage, poor installation, or use. The effects of moisture can include panel expansion or contraction, joint separation (especially in mitered doors), and bowing, expansion, or contraction of frame stiles and rails. Product failure is most prominent in high moisture conditions and environments such as bathrooms, kitchens, waterfront properties and coastal regions. Moisture control is most important in these environments and is highly recommended to help maintain the Cabinets. Most doors with 5-piece construction are engineered to allow for some expansion and contraction of the panels.

3.2 Painted Wood Cabinets:

Expansion and contraction can create open joints in the finish of painted cabinetry, this is a normal occurrence. An open joint line is not considered a defect and is widely accepted in the cabinetry industry. The finish will still protect the surface, and the structural integrity of the joint will not be affected. These issues are shared by every manufacturer of painted all wood cabinets and is not unique to Company. Wood may expand and contract differently from cabinet to cabinet. Even joints within the same cabinet may behave differently. Some joined wood may not show any joint lines, others may be slightly visible, while others may not display easily visible joint lines. An exposed open wood joint can be damaged from prolonged exposure to water or high moisture levels. Therefore, wipe off any excess moisture from cabinet surfaces as soon as possible.

3.3 Discoloration:

All paints, especially lighter colors, are susceptible to discoloration due to airborne particles such as those caused by cooking, frilling, tobacco smoke, fireplaces, and candles. Prolonged exposure to natural or artificial light may alter the finish color. Moisture may also discolor the finish.

3.4 Stained Wood Cabinets:

Solid wood will expand or contract with changes in temperature and humidity. Such conditions are not indicative of faulty materials or craftsmanship. In the winter, when temperatures fall or when humidity levels are low, contraction may cause a narrow unfinished line to appear on stained wooden cabinets. To blend these lines into the finished wood, apply pigmented furniture polish. Maintaining a consistent color is a common challenge in any industry using real wood because wood is a natural product that has inherently different colors. It is important to recognize these character differences and understand that every product made from real wood will vary slightly from cabinet to cabinet and even within a cabinet door or component.

3.5 The Effects of Exposure to Light:

Exposure to light will change the color of real wood in a very short period of time. When purchasing any wood product, it is important to understand that the sample or display may be aged. Therefore, it will represent what the cabinets may look like in time and will not represent what they will look like when they are factory new. Conversely, a freshly produced sample will match more closely the freshly produced cabinets, but not represent the way they will look when aged.

4. Termination and Notice of Cancellation

Either party may terminate this Contract in writing if the other party breaches any material term or condition of this Contract.

Client may cancel this transaction, without penalty or obligation, within three (3) business days from the date of this Contract. Any cancellation beyond three (3) business days is subject to a cancellation charge of up to 50% of the Proposal. If Client cancels any payments made under this Contract will be returned within ten (10) business days following receipt of Client's notice of cancellation.

5. Governing Law

This Contract shall be governed by and construed in accordance with the laws of the State of Texas.

6. Entire Agreement

This Contract constitutes the entire agreement between the parties and supersedes all prior oral or written agreements, understandings, or representations.

7. Confidentiality

Both parties agree to keep all project details and information confidential.

8. Dispute Resolution

Any disputes arising out of this Contract shall be resolved through arbitration in accordance with the rules of the American Arbitration Association and judgment upon the reward rendered by the arbitrators may be entered in any court having jurisdiction thereof. Any arbitration shall be held in Bexar County, Texas. The arbitrators should have knowledge of the Cabinet and Millwork Industry and must be a member of the CABINET MAKERS ASSOCIATION for at least two (2) years.

9. Signature

By signing below, both parties acknowledge and agree to the terms and conditions of this Contract.

Company:	Client:
Signature:	Signature:
Printed Name:	Printed Name:
Date:	Date:
	Client Spouse:
	Signature:
	Printed Name:
	Date: