

Cabinetry Services Agreement

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General Information

Cabinetry Services Agreement

This Cabinetry Services Agreement is for use by an individual who installs cabinets and/or a cabinetry company and an individual who desires to have cabinets installed. This agreement sets out the specific terms of the arrangement including the price the purchaser is paying for the cabinetry and their installation, date of delivery and installation and the company's warranties regarding the cabinets.

It is important that any home remodeling project, such as installation of cabinets, be clearly set forth in writing. A written Cabinetry Services Agreement will prove useful in the event there is miscommunication or disagreements regarding the scope of the cabinetry project.

Instructions and Checklist

Cabinetry Services Agreement

- The parties should read the agreement carefully.
- Insert all requested information in the spaces provided on the form.
- The parties should read the payment provisions carefully. If there are disagreements, they will likely focus on these provisions.
- This form contains the basic terms and language that should be included in similar agreements.
- This application must be signed by the purchaser and the cabinetry company.
- The parties should retain either an original or copy of the signed agreement.
- All legal documents should be kept in a safe location such as a fireproof safe or safe deposit box.

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SERVICE AGREEMENT - CABINETRY

THIS AGREEMENT made in duplicate this ___ day of _____, 20__.

Between: ABC CABINETS, a body corporate, duly and regularly incorporated under the laws of the _____, with its registered office and chief place of business at _____ (the “Builder”),

AND:

_____ of _____ in the County of _____ (the “Purchaser”).

RECITALS:

1. The Builder operates a cabinet manufacturing business in _____;
2. The Builder has agreed to build cabinets as requested by the Purchaser;

NOW THEREFORE in consideration of the mutual covenants and agreements herein contained, and subject to the terms and conditions set out below, the Parties agree as follows:

1. The Builder agrees to construct cabinets in a good workmanlike manner in accordance with the plans and specifications detailed in Schedule “A” hereto attached.
2. The Purchaser agrees to pay to the Builder the sum of \$_____ as follows: taxes included
 - a) 50% representing \$_____ on the signing of this Agreement and
 - b) 50% representing \$_____ completion, delivery and installation, unless, for some unforeseen reason there would be a cabinet component damaged or missing ,then the Purchaser would have the privilege to hold 5% (percent) of the contract until and only until the problem is rectified.
 - c) The Purchaser is responsible for having available the remaining 50% of monies owing to the Builder upon completion. Completion date does not include the 5% held back, if any. 1% per day charged on balance of money owing after completion
3. The Builder shall cover the cabinets, work and materials against any loss or damage by fire, whilst in his possession, to its full insurable value.
4. In the event of fire damage to the cabinets, while in the possession of the Builder, the Builder and the Purchaser shall mutually decide either to proceed with the completion of the cabinet construction or to cancel this Agreement, with the proceeds of the fore insurance being held in trust by the Builder’s solicitors for both the Builder and the

Purchaser pending an accounting between the Parties hereto.

5. The Purchaser and the Builder hereby agree to the conditions and specifications to the construction of the cabinets specified in Schedule "A" hereto attached and forming part of the Agreement.
6. If the Purchaser requests changes to Schedule "A" then signed amendments to this agreement must be completed and attached.
7. The Builder agrees to complete the cabinets in accordance with the plans and specifications set out in Schedule "A" and ready for delivery on or before ____ __2011, provided it is not prevented from doing so by some act of the Purchaser, strikes, fires, acts of God, weather conditions, and delays in transportation, and without limiting the generality of the foregoing, any other contingency over which the Builder has no control, or for which it is not responsible, and the time herein fixed for the completion of the work shall be extended for a period equal to the time lost by reason of any such causes.
8. Except as otherwise provided in this Agreement, if this transaction is subject to any applicable taxes imposed by government legislation, said taxes shall be in addition to and not included in the purchase price.
9. This Agreement shall ensure to the benefit of and be binding upon the heirs, executors, administrators, successors and assigns of the parties hereto.

IN WITNESS WHEREOF this Agreement has been executed by the Parties hereto as of the day and year first above written.

PURCHASER

BUILDER