



CONTRACT INSTALLER AGREEMENT WITH DEALER/DESIGNER

To: _____ Project Phone: _____ Date: _____
_____ Project Name: _____
_____ Project Address: _____
_____ Project No.: _____ Designer: _____

CONTRACT INSTALLER to furnish, at INSTALLER's own cost and expense, all labor and/or materials necessary for the completion of the job at the premises set forth above, according to the following plan, terms and specifications:

The start date for this Agreement is _____ and all work shall be completed no later than _____.

The following items are attached to this contract for the purpose of describing the work of this Agreement.

- Plans Specifications Addendum Appliance/Fixture/Fitting/Equipment Cut Sheets
 Other _____

CONTRACT INSTALLER to furnish and install the above complete in accordance with the specifications set forth above for the sum of _____ Dollars (\$_____).

Payment terms to CONTRACT INSTALLER to be as follows:

ACCEPTANCE BY YOUR COMPANY NAME

The foregoing terms, specifications, and the conditions listed on the reverse side of the Agreement are satisfactory and the same are hereby accepted.

Company: _____

Authorized Signature: _____

ACCEPTANCE BY CONTRACT INSTALLER

The CONTRACT INSTALLER, upon signing this Agreement, represents that he or she has examined the existing conditions at the job premises, that the foregoing terms and specifications and the conditions listed on the reverse side of this Agreement are satisfactory and the same are hereby accepted and agreed upon.

Company: _____

Authorized Signature: _____

GENERAL CONDITIONS

1. The CONTRACT INSTALLER will at all times occupy the position of an independent contractor, working on his/her own behalf at his/her own request and for his/her own benefit under his/her own control and responsibility and neither the CONTRACT INSTALLER nor any of the CONTRACT INSTALLER'S agents or employees will be considered as the agents or employees of FIRM NAME. CONTRACT INSTALLER shall pay all bills for labor and materials for the work and shall furnish and install the work free and clear of all liens or claims of lien of any contractor, subcontractor, mechanic, laborer, materialmen, architect, surveyor, engineer or other person whomsoever.
2. The CONTRACT INSTALLER, in performing hereunder, will fully comply with all applicable laws, codes, ordinances, rules and regulations of federal, state, provincial and local governments.
3. Before commencing the work, the CONTRACT INSTALLER will furnish a Certificate of Insurance showing that Workers' Compensation Insurance, Automotive Insurance, Public Liability Insurance, and/or other requisite forms of insurance satisfactory to FIRM NAME are in full force and effect.
4. The CONTRACT INSTALLER will, before acceptance of this proposal, examine the existing job conditions and will report any discrepancies to FIRM NAME or his/her agent. Acceptance of this proposal will constitute acceptance of the job conditions.
5. All work is to be completed in a neat and professional manner. The CONTRACT INSTALLER will guarantee his/her installation against defects of materials and workmanship installed by him/her, for a period of one (1) year after final payment unless otherwise stipulated. Any defective work will be repaired or replaced by the CONTRACT INSTALLER, all at the CONTRACT INSTALLER'S expense, within five (5) business days upon notification from FIRM NAME, weather and materials permitting.
6. No alteration or deviation from the specifications that involve extra labor and/or materials costs will be permitted except upon receipt of a written change order signed by FIRM NAME and CONTRACT INSTALLER which will become an extra charge over the agreed amount. Agreements made with the customer, mechanics or other contract installers on the job are not recognized.
7. FIRM NAME will provide the CONTRACT INSTALLER with a work schedule for the work to be completed under this Agreement not less than one (1) week prior to the scheduled start of work. The CONTRACT INSTALLER will perform his/her work in accordance with this schedule of work.
8. If the CONTRACT INSTALLER fails to undertake the work with diligence or fails to comply with other terms and conditions herein, FIRM NAME will have the right, whether through its own employees or some other installer, to take over and complete the work. In such event, the CONTRACT INSTALLER will not be entitled to any payment for work performed by it prior to such taking over until all work provided for herein is completed and accepted by FIRM NAME, at which time FIRM NAME expenses in completing the work will be deducted from the amount that the CONTRACT INSTALLER would have received for full performance, and the difference, if any, will be paid by FIRM NAME to the CONTRACT INSTALLER under the conditions herein provided. In the event that FIRM NAME incurs additional expenses over and above the contract price to complete the work, the CONTRACT INSTALLER shall promptly reimburse FIRM NAME for such additional expenses.
9. The CONTRACT INSTALLER is to clear, pile and remove from the premises any debris resulting from the CONTRACT INSTALLER operations. Failure to comply with the above will entitle FIRM NAME to have such work done and charge the CONTRACT INSTALLER for the cost of same.

10. It is understood that the CONTRACT INSTALLER will not be responsible for damage or delay due to strikes, fire, accidents, or any other cause beyond his/her reasonable control.
11. The CONTRACT INSTALLER will indemnify, save and hold FIRM NAME harmless from and against all claims for damage to persons or property caused by the CONTRACT INSTALLER's operations hereunder.
12. Upon completion of the work to be performed by the CONTRACT INSTALLER hereunder, and before final payment, the CONTRACT INSTALLER will, if requested, furnish FIRM NAME with proof that all bills for materials, labor and equipment used on the job have been paid.

NOTICE

This Contract Installer Agreement with Dealer/Designer provides information and general advice which may have substantial legal consequences. The laws of the various states/provinces are different and may impose particular limitations on the use of this Agreement or require that additional provisions be included in order to make the Agreement binding and enforceable. You should not use this Agreement unless you obtain specific legal advice geared to your specific situation and the state/province in which you are located. No published material or contract is a substitute for personalized advice from a knowledgeable attorney licensed to practice in your state/province. The National Kitchen and Bath Association makes no representation or warranty that the Contract Installer Agreement with Dealer/Designer is appropriate for your particular use or valid and enforceable in your state/province.