Kitchen Cabinet Contract

This **Kitchen Cabinet Contract** (“***Contract***”) is made effective as of _____ by and between the parties below:

Contractor

_____

_____ _____

_____ _____ _____ _____

_____ _____

Client

_____

_____ _____

_____ _____ _____ _____

_____ _____

Contractor and Client are each a “***Party***” and together the “***Parties.***”

1. Purpose

Client engages Contractor to furnish and install kitchen cabinetry and related items at _____ _____ _____ _____ _____ _____ (“***Property***”), and Contractor agrees to perform the work under this Contract.

2. Scope of Work

Contractor shall provide the labor, materials, equipment, supervision, and services necessary to complete the following work (“***Work***”):

_____

The approved cabinet plan, measurements, product specifications, finishes, and selections are incorporated into this Contract by reference. Work not expressly described in this Contract is excluded unless approved through a written Change Order.

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3. Cabinet Specifications and Selections

The cabinetry to be supplied shall conform to the following selections:

Item	Description
Cabinet manufacturer	
Cabinet line or collection	
Door style	
Finish or color	
Cabinet construction	
Hardware	
Countertop coordination	
Appliance panels or trim	
Additional items	

Client acknowledges that product samples, drawings, and digital renderings are illustrative. Natural variations in wood grain, finish, color, texture, and manufacturing tolerances may occur and shall not alone constitute defective work.

4. Contract Price

The total contract price for the Work is _____ (“***Contract Price***”), subject to approved Change Orders.

The Contract Price includes:

The Contract Price does not include:

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5. Payment Terms

Client shall pay Contractor according to the following schedule:

Payment	Amount	Due Date or Trigger
Deposit		Upon signing
Design or ordering payment		Upon final approval of selections
Delivery payment		Upon delivery of cabinetry
Installation progress payment		Upon substantial completion of installation
Final payment		Upon final completion of the Work

Payments are due within _____ days after receipt of Contractor's invoice. Any unpaid amount may accrue interest at the lesser of _____ % per month or the maximum rate permitted by applicable law.

Client shall not withhold payment for minor incomplete items that do not materially affect the use or value of the Work, provided Contractor is diligently working to complete those items.

6. Measurements, Design Approval, and Orders

Contractor shall take measurements at the Property before ordering cabinetry unless the Parties agree otherwise in writing. Client shall review and approve the final cabinet design, dimensions, product selections, finishes, hardware, and pricing before Contractor places an order.

Once Client approves the final design and Contractor places an order, Client is responsible for the cost of custom, special-order, nonreturnable, or manufactured items, except to the extent an error results directly from Contractor's failure to follow the approved design or confirmed measurements.

Client shall promptly notify Contractor of any planned changes to appliance models, wall locations, flooring, plumbing, electrical systems, or other site conditions that may affect cabinet dimensions, installation, or fit.

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7. Project Schedule

Contractor expects to begin the Work on or about _____ and expects substantial completion on or about _____. These dates are estimates and may change because of product availability, manufacturer delays, supply-chain disruptions, weather, site conditions, Client-requested changes, inspections, labor availability, or events outside Contractor's reasonable control.

Contractor shall notify Client of material schedule changes as reasonably practicable.

8. Client Responsibilities

Client shall provide Contractor with reasonable access to the Property during normal working hours and shall maintain safe, clear access to the work area.

Before installation begins, Client shall ensure that the work area is ready for cabinetry installation, including completed framing, drywall, flooring where required, electrical work, plumbing rough-ins, and appliance specifications, unless Contractor has agreed in writing to perform those items.

Client shall remove or protect personal property in or near the work area. Contractor is not responsible for damage to personal property that Client does not remove or protect after receiving reasonable notice.

Client shall make timely decisions, approvals, and payments. Delays caused by Client may result in reasonable adjustments to the project schedule and Contract Price.

9. Existing Conditions and Concealed Conditions

Contractor is not responsible for concealed, unknown, or pre-existing conditions at the Property, including water damage, mold, pest damage, uneven walls, structural defects, code violations, hidden utilities, inadequate framing, or faulty electrical or plumbing systems.

If Contractor discovers a condition that materially affects the Work, Contractor may suspend the affected portion of the Work and notify Client. The Parties shall address the condition through a written Change Order, which may adjust the Contract Price and project schedule.

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10. Changes to the Work

Any modification to the Work, Contract Price, materials, product selections, or schedule must be documented in a written Change Order signed by both Parties before Contractor performs the changed work.

A Change Order shall describe the added, removed, or revised work; state the adjustment to the Contract Price; and state the effect on the project schedule. Verbal discussions, text messages, or informal requests do not modify this Contract unless confirmed in a signed Change Order.

11. Permits and Compliance

_____ shall be responsible for obtaining permits required specifically for the Work. Permit costs are _____ the Contract Price.

Contractor shall perform the Work in a workmanlike manner and in accordance with applicable building requirements. Client remains responsible for matters outside Contractor's scope, including existing conditions, property approvals, and work performed by others.

12. Delivery, Storage, and Risk of Loss

Client shall provide a reasonably secure, accessible delivery location at the Property unless another location is agreed in writing. If delivery cannot occur because of Client's actions, site inaccessibility, or inadequate site readiness, Client may be responsible for reasonable redelivery, storage, handling, or rescheduling costs.

Title to materials passes to Client upon full payment. Until paid in full, Contractor may retain any rights in delivered materials permitted by applicable law.

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13. Inspection and Completion

Client shall inspect the Work upon Contractor's notice of substantial completion. Client shall notify Contractor in writing within _____ days of any material deficiency in the Work.

Contractor shall have a reasonable opportunity to correct verified deficiencies within its scope. The Work is considered complete when Contractor has substantially completed the agreed scope, subject to minor punch-list items that do not materially impair ordinary use of the kitchen cabinetry.

14. Warranty

Contractor warrants its installation labor for _____ beginning on the date of substantial completion. This warranty covers defects resulting directly from Contractor's workmanship.

Manufacturer warranties for cabinets, hardware, and other products are subject to the manufacturer's terms. Contractor shall provide available warranty information to Client upon request.

This warranty does not cover normal wear and tear, misuse, improper cleaning, moisture damage, movement of the structure, changes made by others, damage caused by appliances or plumbing, abuse, accidents, or work performed by anyone other than Contractor.

15. Damage and Limitation of Responsibility

Contractor shall use reasonable care while performing the Work. Contractor is not responsible for damage resulting from pre-existing conditions, defective building components, concealed utilities, Client's instructions, or the work of third parties.

To the extent permitted by applicable law, neither Party shall be liable to the other for indirect, incidental, special, or consequential losses arising from this Contract, including lost use, lost profits, or delay-related losses, except where liability cannot legally be limited.

16. Insurance and Subcontractors

Contractor shall maintain insurance customarily appropriate for its operations where required by applicable law. Contractor may use qualified subcontractors to perform portions of the Work and remains responsible for managing their work under this Contract.

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17. Suspension of Work

Contractor may suspend Work upon written notice if Client fails to make a required payment, denies reasonable access to the Property, creates unsafe working conditions, fails to provide required approvals, or otherwise materially delays the Work.

Any suspension caused by Client may result in a reasonable adjustment to the Contract Price and schedule.

18. Termination

Either Party may terminate this Contract for a material breach by the other Party if the breach remains uncured for _____ days after written notice describing the breach.

Client may terminate this Contract without cause by written notice. In that event, Client shall pay Contractor for all Work performed, materials ordered or delivered, noncancelable supplier obligations, restocking charges, storage charges, and reasonable costs incurred through the termination date.

Contractor may terminate this Contract if Client materially fails to make payment, denies site access, causes unsafe conditions, or otherwise prevents Contractor from performing the Work after receiving written notice and a reasonable opportunity to cure.

Termination does not affect payment obligations, warranty rights for completed Work, confidentiality obligations, dispute-resolution obligations, or any provision that by its nature should continue after termination.

19. Governing Law and Dispute Resolution

This Contract shall be governed by the laws of _____, without regard to conflict-of-law rules.

Before starting a legal proceeding, the Parties shall first attempt in good faith to resolve any dispute through direct discussion. If the dispute remains unresolved, either Party may pursue remedies available under applicable law in the courts located in _____ unless the Parties agree in writing to another dispute-resolution process.

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20. Notices

Notices under this Contract must be in writing and delivered personally, by recognized courier, by certified mail, or by email with confirmation of receipt to the addresses in this Agreement or to another address later provided in writing.

21. Entire Agreement

This Contract, including approved drawings, specifications, and signed Change Orders, is the entire agreement between the Parties concerning the Work. It replaces all prior discussions, estimates, proposals, and understandings relating to the Work.

Any amendment must be in writing and signed by both Parties.

22. Severability and Waiver

If a provision of this Contract is unenforceable, the remaining provisions shall continue in effect to the fullest extent permitted by law.

A Party's failure to enforce a provision of this Contract does not waive its right to enforce that provision later.

23. Electronic Signatures

The Parties agree that electronic signatures and electronically delivered copies of this Contract are valid and enforceable to the extent permitted by applicable law.

24. Acknowledgment

Each Party acknowledges that it has reviewed this Contract, understands its terms, has had the opportunity to ask questions or seek independent advice, and enters into this Contract voluntarily.

Signatures

Contractor

Name

Date

Signature

Client

Name

Date

Signature

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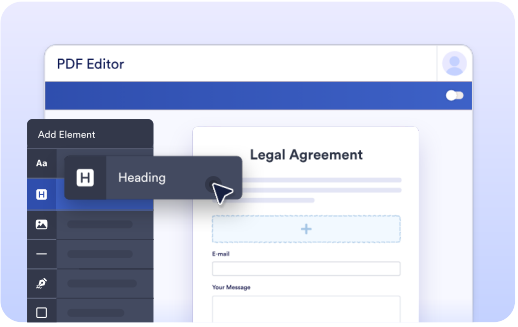
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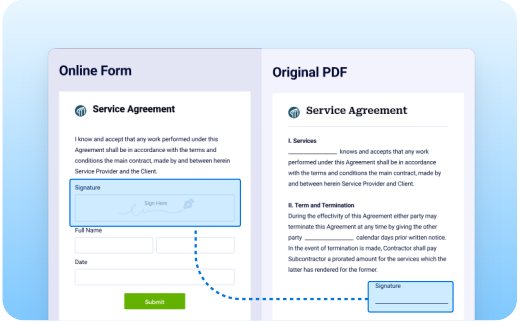
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