

INSTALLATION CONTRACT AGREEMENT

Contract Location: _____ Contract Number: _____

Parties:

Installer Company Name: _____

Installer Address: _____

Installer Contact (Phone/Email): _____

Client Information:

Client Name: _____

Client Address: _____

Client Contact (Phone/Email): _____

Scope of Work:

Description of Installation Services: _____

Location of Installation: _____

Installation Timeline:

Start Date: _____ Estimated Completion Date: _____

Payment Terms:

Total Contract Price: _____ USD

Deposit Amount: _____ USD

Balance Payment Terms and Schedule: _____

Clause 1 – Agreement to Perform Installation

Installer agrees to perform the installation services described herein for Client, and Client agrees to accept and pay for such services pursuant to the terms of this Agreement.

Clause 2 – Standard of Performance

Installer shall perform all work in a professional and workmanlike manner, compliant with all applicable laws, codes, regulations, and manufacturer specifications.

Clause 3 – Materials and Equipment

Installer shall provide all materials and equipment necessary to complete the installation unless otherwise specified. All materials shall be new and of good quality.

Clause 4 – Permits and Approvals

Installer is responsible for obtaining all necessary permits, licenses, and governmental approvals required for lawful performance of the work.

Clause 5 – Changes in Work

Any changes or additions to the scope of work must be agreed upon in writing by both parties and may result in

adjustments to the contract price and schedule.

Clause 6 – Access and Cooperation

Client shall provide Installer with reasonable access to the installation site and cooperate as necessary to facilitate timely completion of the work.

Clause 7 – Completion and Acceptance

Installation work shall be deemed complete upon Installer's written notice to Client and Client's inspection and acceptance of the work.

Clause 8 – Payment

Client shall pay Installer according to the payment schedule set forth herein. Late payments shall incur interest at the maximum rate permitted by applicable law.

Clause 9 – Warranty

Installer warrants that the installation work will be free from defects in workmanship for a period of one (1) year from completion. This warranty does not cover damage due to misuse, abuse, or normal wear and tear.

Clause 10 – Limitation of Liability

Installer's liability under this Agreement shall be limited to direct damages and shall not include consequential, incidental, or punitive damages to the fullest extent permitted by law.

Clause 11 – Indemnification

Each party agrees to indemnify, defend, and hold harmless the other from and against any claims, damages, or liabilities arising out of the indemnifying party's negligence or willful misconduct.

Clause 12 – Insurance

Installer shall maintain adequate insurance coverage including general liability and workers' compensation as required by law and furnish certificates upon Client's request.

Clause 13 – Termination

Either party may terminate this Agreement upon written notice if the other party materially breaches any term and fails to cure within a reasonable period.

Clause 14 – Force Majeure

Neither party shall be liable for delays or failure to perform due to causes beyond reasonable control, including acts of God, war, labor disputes, or governmental actions.

Clause 15 – Confidentiality

Both parties agree to keep confidential all proprietary or sensitive information disclosed in connection with this Agreement and not disclose it to third parties without prior written consent.

Clause 16 – Dispute Resolution

Any disputes arising from this Agreement shall first be attempted to be resolved through negotiation and mediation before pursuing litigation.

Clause 17 – Governing Law and Venue

This Agreement shall be governed by and construed in accordance with the laws of the State of _____, without regard to conflict of laws principles. Venue for any action shall be in _____ County, _____.

Clause 18 – Entire Agreement

This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements, understandings, and communications, whether written or oral.

Clause 19 – Amendments

No amendment or modification shall be valid unless made in writing and signed by both parties.

Clause 20 – Severability

If any provision of this Agreement is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

Clause 21 – Counterparts

This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together constitute one and the same instrument.

Clause 22 – Notices

All notices under this Agreement shall be in writing and delivered personally, by certified mail, or by nationally recognized overnight courier to the addresses set forth herein or updated by written notice.

Clause 23 – Assignment

Neither party may assign or transfer this Agreement or their rights without the prior written consent of the other party.

Clause 24 – Compliance with Law

Each party shall comply with all applicable federal, state, and local laws, regulations, and ordinances in the performance of this Agreement.

Clause 25 – Independent Contractor

Installer shall perform all work as an independent contractor and nothing herein shall be construed to create a partnership, joint venture, or agency relationship.

Clause 26 – Insurance Certificates

Installer shall provide Client with certificates of insurance evidencing coverage required herein prior to commencement of work.

Clause 27 – Safety

Installer shall comply with all applicable safety laws and regulations and maintain safe working conditions throughout the performance of the work.

Clause 28 – Work Site Clean-Up

Installer shall keep the work site clean and remove all debris and waste upon completion of the installation.

Clause 29 – Signatures

The parties have executed this Installation Contract Agreement as of the date first written above.

INSTALLER'S SIGNATURE

CLIENT'S SIGNATURE

Signature: _____

Signature: _____

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