

KITCHEN INSTALLATION AND SERVICE AGREEMENT

Location: _____ Agreement No.: _____

Client Information:

Full Name / Company: _____

Address: _____

Phone/Email: _____

Contractor Information:

Company Name: _____

License Number / Certification: _____

Address: _____

Phone/Email: _____

Kitchen Installation Details:

Kitchen Type and Model: _____

Scope of Work: _____

Location of Installation: _____

Pricing and Payment Terms:

Total Price: _____ USD

Deposit Amount: _____ USD

Balance Payment Terms: _____

Clauses and Conditions:

Clause 1 – Scope of Work

Contractor agrees to provide all labor, materials, tools, and equipment necessary to complete the kitchen installation as described in this Agreement. Contractor shall perform the work in a professional, workmanlike manner and in compliance with all applicable laws, codes, and regulations.

Clause 2 – Permits and Approvals

Contractor shall obtain and pay for all required permits, inspections, and approvals necessary for the installation. Contractor shall provide Client with copies of all permits and approvals upon completion.

Clause 3 – Change Orders

Any changes or additions to the scope of work must be documented in a written Change Order signed by both Client and Contractor. Additional costs or time extensions resulting from Change Orders shall be agreed upon in writing.

Clause 4 – Warranty

Contractor warrants that all work performed shall be free from defects in workmanship and materials for a period of one (1) year from the date of completion. This warranty does not cover damage resulting from misuse, neglect, or modifications by others.

Clause 5 – Completion and Inspection

Contractor shall notify Client upon substantial completion of the work. Client shall have the right to inspect the work and report any deficiencies. Contractor shall promptly correct any such deficiencies at no additional cost.

Clause 6 – Payment

Client agrees to pay Contractor the agreed amounts according to the payment schedule set forth herein. Failure to make payments on time may result in suspension of work and/or legal remedies.

Clause 7 – Liability and Insurance

Contractor shall maintain general liability insurance and workers' compensation insurance as required by law. Contractor is responsible for any damage to Client's property caused by Contractor's negligence.

Clause 8 – Indemnification

Each party agrees to indemnify and hold harmless the other from any claims, damages, or liabilities arising out of their respective actions or omissions related to this Agreement.

Clause 9 – Termination

Either party may terminate this Agreement upon written notice if the other party materially breaches any term and fails to cure within ten (10) days after notice. Termination shall not relieve Client of the obligation to pay for work performed to date.

Clause 10 – Governing Law and Venue

This Agreement shall be governed by the laws of the State of _____. Any disputes arising hereunder shall be resolved in the state or federal courts located in _____ County, _____.

Clause 11 – Entire Agreement

This Agreement constitutes the entire understanding between the parties and supersedes all prior negotiations and agreements. Amendments must be in writing and signed by both parties.

Clause 12 – Force Majeure

Neither party shall be liable for delays or failures in performance caused by events beyond their reasonable control, including but not limited to acts of God, natural disasters, strikes, or government actions.

Clause 13 – Confidentiality

The parties agree to keep confidential any proprietary or sensitive information disclosed during the course of this Agreement, except as required by law or with prior written consent.

Clause 14 – Independent Contractor

Contractor is an independent contractor and not an employee or agent of Client. Contractor shall be solely responsible for payment of taxes and compliance with employment laws.

Clause 15 – Notices

Any notices required under this Agreement shall be in writing and delivered personally, by certified mail, or by nationally recognized overnight courier to the addresses set forth above.

Clause 16 – Severability

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

Clause 17 – Waiver

Failure to enforce any provision of this Agreement shall not constitute a waiver of future enforcement of that or any other provision.

Clause 18 – Assignment

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

Clause 19 – Counterparts

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

Clause 20 – Signatures

By signing below, the parties agree to all terms and conditions set forth in this Agreement and acknowledge receipt of a copy hereof.

CLIENT SIGNATURE

CONTRACTOR SIGNATURE

Signature: _____

Signature: _____

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