

**STANDARD FORM OF AGREEMENT FOR CABINERY
JWH Design and Cabinetry**

Approved by the

**NATIONAL KITCHEN AND BATH ASSOCIATION (NKBA)
2/17/2011**

BETWEEN THE SELLER:

JWH Designs LLC/ dba JWH Design & Cabinetry
1111 Boston Post Road
Rye, NY 10580

AND THE PURCHASER:

(Client name and address)

1. The Seller agrees to furnish the materials set forth in the JWH drawings dated: (date)
(drawings must be signed and returned with Agreement)

2. The Purchaser agrees to match payment in accordance with the following schedule:

Final Cabinet Price (see final quote):

Sales Tax (7.375%):

Tailgate delivery:

Less Original Design Deposit: -\$2,500.00

TOTAL COST:

50% Deposit to start shop drawings

Balance upon delivery (by certified funds):

3. The standard form of warranty shall apply to the cabinetry and equipment purchased (except where other warranties of purchased products apply.) The warranty shall become effective when signed by the Seller and delivered to the Purchaser.

4. The delivery date, when given, shall be deemed approximate and performance is subject to delays caused by strikes, fires, acts of God or other reasons not under the control of the Seller, as well as the availability of the product and/or materials at the time of delivery.

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5. The Purchaser agrees to accept delivery of the product(s) when ready. If the delivery is postponed by the Purchaser, payment in full is required immediately. Cabinets will be held for 30 days at no charge; 1.5% per month on the full cabinet cost will be charged for additional storage time. The risk of loss, as to damage or destruction, shall be upon the Purchaser upon delivery and receipt of the product.

6. The Purchaser understands that the products described are specially designed and custom built, and that the Seller takes immediate steps upon execution of the Agreement to design, order and construct those items set forth herein; therefore, this Agreement is not subject to cancellation by the Purchaser for any reason.

7. No installation, plumbing, electrical, flooring, decorating, or other construction is to be provided by JWH or its sub-contractors unless specifically set forth herein or in separate Agreement.

8. Title to the item sold pursuant to the Agreement shall not pass to the Purchaser until the full price set forth in this Agreement is paid to the Seller.

9. Delays in payment shall be subject to interest charges of 1.5% per month, and in no event shall be higher than the interest rate provided by law. If the Seller is required to engage the services of a collection agency or an attorney, the Purchaser agrees to reimburse the Seller for any reasonable amounts expended in order to collect the unpaid balance.

10. If any provision of this Agreement is declared invalid by a tribunal, the remaining provisions of the Agreement shall not be affected hereby.

11. This Agreement sets for the entire transaction between the parties, and all prior Agreements, warranties, or representations made by either party are superceded by this Agreement. All changes in the Agreement shall be made by a separate document and executed with the same formalities. No agent of the Seller, unless authorized in writing by the Seller, has any authority to waive, alter, or enlarge this contract, or to make any new or substituted or different contracts, representations, or warranties.

12. The Seller retains the right, upon breach of this Agreement by the Purchaser, to sell those items in the Seller's possession. In effecting any resale on breach of this Agreement by the Purchaser, the Seller shall be deemed to act in the capacity of agent for the Purchaser. The Purchaser shall be liable for any net deficiency on resale.

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13. The Seller agrees that it will perform this contract in conformity with customary industry practices. The Purchaser agrees that any claim for adjustment shall not be reason or cause for failure to make payment for the purchase price in full. Any unresolved controversy or claim arising from or under this contract shall be settled by arbitration, and judgment upon the award rendered may be entered in any court of competent jurisdiction. The arbitration shall be held under the rules of the American Arbitration Association in the State of NY.

SELLER: _____ DATE: _____

PURCHASER: _____ DATE: _____