

STANDARD FORM SALES AGREEMENT

DATE: TODAY
SOLD TO: YOUR NAME
JOB LOCATION YOUR ADDRESS

Jeff Gilman Woodworking Inc. (herein after called the seller) agrees to sell and furnish certain materials as set forth in the signed drawings dated (today) as described below or attached hereto.

The Purchaser agrees to buy the described materials and to make payment therefore in accordance with the schedule of payment.

All specification and design details are per the sign drawings and / or listed below.

The Seller proposes to furnish the following:

Room:
Cabinet line:
Door style:
Wood:
Finish:
Distressing option:
Door hardware selection:
Drawer hardware selection:

TOTAL: For rooms as listed above:	\$	
DELIVERY:	\$	
INSTALLATION:	\$	
Sales TAX:	N/A	
DEPOSIT TO PLACE ORDER: 50%	\$	
SUBTOTAL DUE AT DELIVERY: 40%	\$	<i>LESS RETAINER REC'D: -\$3,000</i>
BALANCE DUE AT DELIVERY:	\$	
BALANCE DUE UPON SUBSTANTIAL	\$	

COMPLETION OF INSTALLATION:

Or any remaining balance.

Door pulls, hardware and glass not included unless ordered from Wood-Mode.

*Balance payable as **PERSONAL CHECK IF RECEIVED BY GILMAN WOODWORKING 7 DAYS PRIOR TO DELIVERY**, or as **CERTIFIED OR CASHIER'S CHECK AT TIME OF DELIVERY**. STORAGE FEES MAY APPLY IN CASE OF DELAY. ANY ADJUSTMENTS TO BALANCE WILL OCCUR ONCE DEPOSIT IS RECEIVED. DELEVERY SCHEDULE: Approximately*10 weeks from when order is placed.

1. This contract includes the terms and provisions as set forth herein. Please read and sign where indicated.
2. The standard form of warranty as provided by Wood-Mode and Brookhaven shall apply to the service of the cabinetry furnished. This warranty shall become effective when this contract is signed and paid for in full by the Purchaser.
3. The delivery date, when given, shall be deemed approximate and performance is subject to delays by strikes, fires, acts of God or other reasons not under control of the Seller, as well as the availability of the product at the time of delivery.
4. The Purchaser agrees to accept delivery of the product or products when ready. The risk of loss, as to damage or destruction, shall be upon the Purchaser upon the delivery and receipt of the product.
5. If the Purchaser is unable to receive the product when it arrives, the Purchaser is required to pay all but 10% of the total remaining balance while it remains in storage, along with any additional storage fees, as necessary. The remaining 10% is due upon substantial completion of the installation.
6. The Purchaser understands that the products described are specially designed and custom built and that the Seller takes immediate steps upon execution of this 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. The Purchaser understands that changes made to an order after acceptance and execution will result in an administrative charge of \$100 per change in addition to the additional product cost.
8. No plumbing, electrical, flooring, counter tops, appliance installation, hardware installation or other construction work is to be provided by Seller unless listed in the in the specifications above.
9. Title to the items sold pursuant to this Agreement shall not pass to the Purchaser until full price as set forth in this Agreement is paid to the Seller.
10. Delays in payment shall be subject to interest charges of (18%) per annum, and in no event 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.
11. If any provision of this Agreement is declared invalid by any tribunal, the remaining provisions of the Agreement shall not be affected thereby.
12. This Agreement sets forth the entire transaction between the parties: any and all prior Agreements; warranties or representations made by either party are superseded by this Agreement. All changes in this Agreement shall be made by a separate document and executed with the same formalities as discussed in item number 6. 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.
13. 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 including any additional costs incurred.
14. The job site measurements as stated on the contract documents attached as part of this agreement are deemed accurate and were employed in the placement of this order. Therefore, Purchaser is solely responsible for changes resulting in discrepancies between the contract documents and changed site dimensions. All remedies to correct any discrepancy shall be at the sole expense of the Purchaser.
15. 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 of the purchase price in full.

jeffgilman DESIGN & CABINETS
WOODWORKING

In Acceptance:

Purchaser: _____ Date: _____

Builder: _____ Date: _____

Seller: _____ Date: _____

Jeff Gilman Woodworking Inc.