

# SHOWPLACE

## DESIGN & REMODELING

P.O. Box 955, Redmond WA 98073 • (425) 885-1595  
 FAX: (425) 885-9758 • Contractor License: SHOWPI\*103B2

Job # \_\_\_\_\_

Agreement made as of the \_\_\_\_\_ Day of \_\_\_\_\_ in the year two thousand \_\_\_\_\_.

Between the purchaser

For the following project

NAME

NAME (IF APPLICABLE)

ADDRESS

DELIVERY ADDRESS

CITY, STATE, ZIP

CITY, STATE, ZIP

PHONE NUMBER

PHONE NUMBER (IF APPLICABLE)

**and The Showplace, Inc. Hereinafter called TSI.**

1.1 Scope of work to be performed by TSI consists of the following:

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

1.2 The contract price is determined as follows:

Amount of Contract	\$	_____
Sales Tax (see paragraph 5.3)	\$	_____
Total Contract Price	\$	_____
Less: Retainer	\$	_____
Contract Balance	\$	_____

1.3 The purchaser shall pay TSI the balance of the contract price according to the following scheduled benchmarks. (Bank cards are not accepted.):

Upon signing this agreement (30% down)	\$	_____
Upon delivery of cabinets or ( _____ ) (50%)	\$	_____
Upon installation of fixtures/appliances (15%)	\$	_____
At time of punch list walk through (3%)*	\$	_____
Upon completion (2% or balance-see paragraph 5.2)	\$	_____

\*If total contract price is less than \$20,000 no payment is due at time of punch list.

1.4 TSI shall commence work under this agreement on approximately \_\_\_\_\_ 20 \_\_\_\_\_, unless delayed by causes beyond TSI's control. (see paragraph 5.1)

1.5 Any other conditions, provisions, or allowances of this agreement are as follows:

1.6 This agreement shall be binding upon the parties, their heirs, successors and assigns. The purchaser may cancel this transaction at any time prior to midnight of the third business day after the date of this transaction.

2.1 The project is the total construction for which The Showplace Inc. (TSI) is responsible, including all professional design services performed subsequent to the date of this agreement and all labor, materials, and equipment used or incorporated in such design and construction as called out in the drawings, specifications and other contract documents. Design work performed prior to this agreement by TSI or others may be incorporated into this agreement as part of the contract documents.

2.2 The drawings, specifications and other documents furnished by TSI are instruments of service and shall not become the property of the purchaser whether or not the project for which they are made is commenced. Drawings, specifications and other documents furnished by TSI shall not be used by the owner on other projects, for additions to this project, or for completion of this project by others, except by written agreement relating to use, liability and compensation.

2.3 Any notices or other correspondence between parties shall be furnished by first class mail at the address shown for TSI unless otherwise changed by notification in writing.

The undersigned purchaser(s) acknowledges a receipt of a true copy of this contract and understands that this is a complete and exclusive final agreement of the parties hereto, with respect to the work and products indicated and **SUPERCEDES ANY PRIOR CONTEMPORANEOUS ORAL, WRITTEN OR IMPLIED AGREEMENTS WITH RESPECT THERETO.**

Purchaser \_\_\_\_\_

**The Showplace, Inc.**

Purchaser \_\_\_\_\_

By \_\_\_\_\_

## **RESPONSIBILITIES**

- 3.1 When TSI is responsible for installation and/or construction, TSI shall supervise and direct the work, using our best skill and attention, and shall be responsible for all construction means, methods, techniques and procedures, and for coordinating all portions of the work under this agreement.
- 3.2 TSI shall provide and pay for all labor, materials and equipment necessary for the proper execution and completion of agreed upon work.
- 3.3 TSI warrants that all materials and equipment incorporated into the work shall be new unless otherwise specified; except TSI, at its discretion, will recycle and/or reuse existing construction materials, including but not limited to framing, insulation, plumbing drains and supply lines and electrical wiring.
- 3.4 TSI shall keep the premises free from excessive accumulation of waste materials caused by their operations.
- 3.5 At the completion of work, TSI shall remove all waste materials and rubbish from their work, as well as their equipment and all surplus materials which shall remain the property of TSI.
- 3.6 No installation, plumbing, electrical, flooring, decoration or other construction work is to be provided by TSI, unless specifically set forth in the specifications of material and installation.
- 3.7 The term "match existing" shall mean that materials, moldings, etc. in the existing structure will be matched as closely as possible using currently available patterns and materials to achieve a close resemblance to the pre-existing condition.
- 3.8 Industry Standards - In any construction project there are many subjective issues that arise. In addressing these we will refer to the Residential Construction Performance Guidelines provided by NAHB (National Association of Homebuilders). Complete copy available from NAHB at 202-822-0200.

## **RESPONSIBILITIES**

- 4.1 The purchaser shall be responsible for securing building and other permits, licenses and inspections, and shall pay the fees for such permits, licenses and inspections unless otherwise specified. Costs associated with the permit process are not included in this contract.
- 4.2 The purchaser shall furnish required information and services and shall promptly render decisions pertaining thereto to avoid delay in the orderly process of the design and construction.

## **TIME & PAYMENTS**

- 5.1 TSI shall not be responsible for delay in performance of this agreement beyond its control induced or caused by such matters as fire, strikes, government intervention, acts of God, or other unforeseen conditions.
- 5.2 The date of substantial completion shall be when delivery and installation of all materials relative to the agreement, drawings and specifications is accomplished. Any subsequent claims or replacement will be dealt with under TSI warranty, but will not affect the final payment due on the date of substantial completion.
- 5.3 The purchaser shall pay the total contract price for the completion of work outlined in Section 1.1 including all sales tax due by law, together with such increases or decreases as may be mutually agreed upon in writing.
- 5.4 Should purchaser fail to complete the payments required in this agreement, TSI shall be paid interest at the rate of 1% per month for any payments not made when due.

## **CHANGES**

- 6.1 Once signed by both parties, the contract may be modified by a change order. Change orders may be written or verbal agreements of both parties; verbal changes will be documented by written notification from TSI to the client. Client shall notify TSI within three (3) days of receipt of such written notification of any disagreement with such change. Any changes that result in additional charges shall be paid for in full at the time of the change.
- 6.2 As the general contractor, TSI shall be entitled to its cost of management on portions of the project that are excluded from (or removed from) the contract.
- 6.3 If concealed or unknown conditions of an unusual nature affecting the performance of work and varying from those indicated by the contract documents are encountered, and TSI is required to furnish labor or materials not contemplated by this agreement, the parties shall execute a written change order to this agreement reflecting such labor or materials, which amount shall be in addition to the total contract price. Such conditions include but are not limited to, the inability to reuse existing water, vent or waste pipes, air shafts, ducts, grilles, louvers, registers, the relocation of concealed pipes, risers, wiring or conduits, or imperfections in the existing structure including rotting or decay.
- 6.4 TSI shall be compensated for changes in the work necessitated by the enactment or revision of codes, laws or regulations, or requirements to bring existing conditions up to legal standards. Any changes shall be executed by written change order.

## **RESOLUTIONS OF DISPUTES**

- 7.1 Any dispute between the parties arising out of or related to the interpretation, performance or breach of this contract, which the parties are unable to resolve by direct discussions, shall be subject to the following procedures for resolution:
- 7.2 Mediation. Upon the written request of either party, both parties agree to proceed and participate promptly and in good faith in mediation under the Commercial Mediation Rules of the American Arbitration Association.
- 7.3 Arbitration. If the parties have failed to resolve their dispute through mediation, the dispute shall be submitted to binding arbitration under the Commercial Arbitration Rules of the American Arbitration Association. Upon the written request of either party following mediation, both parties agree to proceed and participate promptly and in good faith in the arbitration. The decision of the arbitrator shall be final, and judgement on the arbitrator's award may be entered in any court having jurisdiction thereof.
- 7.4 Location. Any mediation or arbitration shall be conducted in King County, Washington.
- 7.5 Costs and Fees. The parties shall bear their own costs and legal fees in any mediation or arbitration, and shall share equally the fees of the mediator or arbitrator.
- 7.6 Nonwaiver of Lien. Nothing contained herein waives or impairs, and TSI specifically reserves, its lien rights.

## **WARRANTIES**

- 8.1 Should the contract specifications require the reuse of existing equipment owned by the purchaser, it is specifically acknowledged by the purchaser that TSI accepts no responsibility for the appearance, operation or serviceability of the equipment when reinstalled. The sole responsibility of TSI shall be to use ordinary care in the removal and re-installation of the equipment.
- 8.2 Within the period of five (5) years from the date of substantial completion of the Agreement, TSI will repair or replace, at its option, any defective product and repair any defective workmanship or materials. TSI assumes no liability by warranty or otherwise with respect to the product warranties of manufacturers other than TSI. Purchaser should carefully consult the terms of the manufacturers' warranties on new equipment with respect to such products. Other than written warranties set forth above, or elsewhere in this agreement, **TSI MAKES NO OTHER EXPRESS WARRANTIES. ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE ARE SPECIFICALLY EXCLUDED AND DISCLAIMED. IN NO EVENT SHALL TSI BE RESPONSIBLE FOR THE INCIDENTAL OR CONSEQUENTIAL DAMAGES OF PURCHASER PURSUANT TO THIS AGREEMENT.**