**FLOORING AGREEMENT**

**Background:**

This Flooring Agreement (“Agreement”) is entered into on the [INSERT DATE] between:

**Service Provider(s)**: [INSERT NAME] located at [INSERT ADDRESS] (“**Service Provider**”, “**Party**”, “**Parties**”) and

**Client(s)**: [INSERT NAME] located at [INSERT ADDRESS] (“**Client**”, “**Party**”, “**Parties**”)

**Services**

1. The Service Provider agrees to provide the services and the Client agrees to purchase the following services highlighted in Schedule 1 of this Agreement.

**Scope of Work**

1. Service Provider will furnish all permits, labor, materials, equipment, apparatus, tools, transportation and services necessary for the proper installation and completion of a Floor on the property. The scope of work includes removing and disposing of existing Flooring on the property; installing new Flooring to cover the entire existing Floor area.

**Quality of Work**

1. [Service Provider shall use trained and experienced workmen having all necessary skills needed to satisfactorily complete the work].
2. [Service Provider shall finish the work on schedule].
3. [Service Provider shall guarantee all material to be as specified.]
4. [Service Provider shall perform the work in a workmanlike manner according to industry standard practices. Any deviation from agreed specifications, involving extra costs, will be executed only after written confirmation of Contractor is obtained in advance.]

**Purchase Price**

1. The Client agrees to pay to the Service Provider a total sum of $[INSERT AMOUNT] for all obligations under this Agreement.
2. Any pre-approved additional cost will be paid as per agreement between the Parties.
3. The Service Provider [SHALL **OR** SHALL NOT] be responsible for all taxes in relation to the purchase of Services under this Agreement.

**Payment**

1. Payment for the Services will be by: [INSERT ALL THOSE THAT APPLY]
	1. [Credit or debit card];
	2. [Personal Cheque];
	3. [Cashier cheque];
	4. [Cash];
	5. [Money order]; and
	6. [Wire transfer].
2. The Following amounts will be paid:
	1. Amount of $[INSERT AMOUNT] previously paid by the Client;
	2. Down payment of $[INSERT AMOUNT] upon the performance of this Agreement.
	3. Payment of $[INSERT AMOUNT] for the Services [upon the completion of the Services] **OR** [in instalments of $[INSERT AMOUNT] on [INSERT DUE DATE OF INSTALMENT PAYMENTS], until the price of the Services has been paid in full.

**Expenses**

1. [[INSERT PARTY] agrees to bear all reasonable out-of-pocket expenses of costs (including reasonable attorney and other professional fees and expenses) incurred in connection with the transactions contemplated in this Agreement.]

**Right of Inspection**

1. [There is no right to inspection] **OR**

[The Client shall have the right to examine the final products and shall do so within [INSERT DAYS] of receipt of the final product(s). In the event the Client discovers any issues, errors, or faults with the Services, the Client shall notify the Service Provider within [INSERT DAYS] of discovering said faults, or after completion of the Services. Failure to notify the Service Provider of these faults within this timeframe shall comprise an acceptance of the terms of this Agreement. ]

1. In the event the Services do not meet the standards of this Agreement, the Client may:
	1. [Request one revision of the product]
	2. [Terminate the Agreement following a 50% payment of the Services]
2. The above shall be the sole remedy of the Client and the only obligations on the Service Provider in the event any of the Services in this Agreement do not meet the Client’s standards.

**Security Interest**

1. The Client grants to the Service Provider a security interest for any products resulting from the Services highlighted in this Agreement and Schedule 1, until the Client has fully paid for the Services.
2. The Client shall provide the Service Provider with any necessary documents the Service Provider may request to finalise the Security Interest.

**Force Majeure**

1. The Service Provider shall not be responsible for any claims or damages resulting from any delays in performance or non-performance of the Terms of this Agreement due to unforeseen circumstances out of the Service Providers reasonable control.

**Limitation of Liability**

1. The Service Provider shall not in any circumstance be liable for any loss of profit, goodwill, business, business opportunity, indirect, special, consequential, or punitive damage arising from this Agreement.
2. In no event will the Service Provider be liable for any amount exceeding the price paid by the Client for the Services giving rise to the claim.

**Assignment [INSERT WHICH APPLIES]**

1. [The Service Provider will need permission in the event they assign a third party. The Seller may not assign any of its rights or appoint any performance under this Agreement, except with the prior [written] consent of the Client. Any implied assignment of rights or delegation of performance in violation of this clause is null and void.] **OR**
2. [The Client will need permission in the event they assign a third party. The Client may not assign any of its rights or appoint any performance under this Agreement, except with the prior [written] consent of the Service Provider. Any implied assignment of rights or delegation of performance in violation of this clause is null and void.] **OR**
3. [Both parties will need permission in the event they assign a third party. Either party may not assign any of its rights or appoint any performance under this Agreement, except with the prior [written] consent of the other party. Any implied assignment of rights or delegation of performance in violation of this clause is null and void.] **OR**
4. [Either party in this Agreement does not require permission to assign and delegate its rights to a third party.]

**Amendments**

1. No amendment of the terms in this Agreement shall be effective unless it is in writing and signed by both parties.

**Governing Law**

1. The terms of this Agreement shall be governed and construed in accordance with the law of [ENTER GOVERNING LAW].

**Dispute resolution**

1. Any dispute arising from this Agreement shall be resolved through: [INSERT ALL THAT APPLY]
	1. [Court Litigation][:if either Party brings legal action, the prevailing party will be entitled to recover from the other party, any legal expenses incurred in relation to the claim.
	2. [Binding Arbitration [INSERT DETAILS]];
	3. [Mediation.]

**Entire Agreement**

1. This Agreement, including any schedules and appendixes, constitutes the entire agreement between the parties, and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations, and assurances between them, whether written or oral.

**Notices**

1. Any notice or other communication given to a party in connection with this Agreement shall be in writing, and shall be:
	1. Delivered either by hand, by pre-paid first-class post, or by other next working day delivery service, at the receiving party’s postal address provided in this Agreement unless otherwise stated; **OR**
	2. Sent by email to the email address specified in writing as being a suitable address for service.

**Waiver**

1. No Party shall be deemed to have waived any provision of this Agreement unless such waiver is expressed in writing.
2. No failure or delay by a party to exercise any right or remedy provided under this agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy.

**Miscellaneous**

1. This Agreement shall be binding upon and accustomed to the benefits of the parties and their representatives. The provisions of this Agreement are severable meaning if any provision is invalid or unenforceable, it shall not affect the validity and enforceability of the rest of this Agreement.
2. This Agreement may be executed in one or more counterpart. Each counterpart shall be considered an original.

**Schedule 1- Details of Services**

|  |  |
| --- | --- |
| Type of flooring: |  |
| Scope of work covers the following: | * [Safety Flooring: correct slip resistant or safety vinyl flooring product];
* [Vinyl Flooring: Heavy duty Vinyl Sheet, Heavy duty Vinyl Tiles, Heavy duty Vinyl Safety or slip resistant flooring, ESD Flooring, Acoustic Vinyl Flooring].
* [Rubber Flooring].
* [ESD flooring (Electro Static Dissipative flooring)].
* [Carpet tiles laid on tackifier adhesive: Hard wearing heavy duty contract fiber bonded carpet tile, high quality luxury cut carper tile, or loop pile carpet tile].
* [Natural wood flooring]
* [Linoleum flooring].

Work to be performed: [INSERT DETAILS] |
| Dates of completion | Commencement Date:50% work completion Date:Work Completion:  |

**IN WITNESS WHEREOF**, the Parties have executed this Agreement as of the date stated above.

 **SIGNATURES**

|  |  |  |
| --- | --- | --- |
|  |  |  |
| **Client Signature** |  | **Client Full Name** |

|  |  |  |
| --- | --- | --- |
|  |  |  |
| **Client Signature** |  | **Client Full Name** |

|  |  |  |
| --- | --- | --- |
|  |  |  |
| **Service Provider Signature** |  | **Service Provider Full Name** |

|  |  |  |
| --- | --- | --- |
|  |  |  |
| **Service Provider Signature** |  | **Service provider Full Name** |