



# Custom Build Contract

This is an agreement between **pRottertype Woodworking (Tony Rotter, Owner) dba Tony Rotter Woodwork**, 4321 Aragon Dr., San Diego CA 92115 and **CLIENT:** \_\_\_\_\_

***Deposit and signed contract are required to secure placement on work schedule.***

**pRottertype will:**

Manufacture and install cabinets, furniture, and/or other types of custom woodworking projects. ***Job description to be updated in as much detail as possible by pRottertype.***

**What's not included:**

- Trim, embellishments, and certain features and finishes. If it's not in this written description, please mention it to find out if it affects your cost.
- Design. The client will provide architectural plans from which we will create to-scale shop drawings. We can provide planning assistance under a separate design contract.
- Installation. We bill installation on a time and materials basis. Most installations are billed at \$1,200 per day for two installers. Materials are billed at cost plus 20 percent.

**The contracted price does include:**

- One site visit to measure
- Shop drawings to scale, plus one revision if needed
- Construction of \_\_\_\_\_ per description above
- Transportation of the finished goods to your location
- California 7.75% sales tax on finished goods

**Project price: \$ \_\_\_\_\_.**

**To the best of our knowledge before your shop drawings are approved, this is what the project will cost. It is possible that some of your choices will affect the total project price.**

**Payment Terms\*:**

Nonrefundable initial deposit to be placed on schedule	(\$	<u>1,000</u>	)
Bring amount paid to 25% of total to order materials	(\$		)
Bring amount paid to 50% of total to begin construction	(\$		)
Bring amount paid to 75% of total when project is ready for finish	(\$		)
Bring amount paid to 90% of total to schedule delivery	(\$		)
Balance upon completion	(\$		)

\*Add-ons and change orders billed separately on a weekly basis and upon completion of job.



### TIME FRAME FOR DELIVERY

After your deposit is received, we'll calendar your project to begin immediately ***upon completion of any jobs already contracted, provided you have approved the shop drawings.*** From that point forward, pRottertype expects to complete your project within approximately \_\_\_\_\_. However, this time frame can be affected by multiple factors outside pRottertype's control, including material delays, rain, cold temperatures and a variety of other unforeseen obstacles. **No delivery date is promised.**

### DELAYS

In the event that pRottertype's contracted work is forced to stop for one day or longer due to job-related circumstances beyond pRottertype's control (i.e., other contractors or design changes holding up the job), pRottertype reserves the right to accept other work in the interim. In that case, your job will resume ***upon completion of the other work.*** You may pay pRottertype's regular daily rate of \$600 (\$1,200 per day if a helper is assigned to the job) during the delay to preserve priority.

### COLOR MATCHING

Color matches incur a minimum charge of \$200 for the first two attempts. Additional attempts are billed at \$150 each. Color match requests require an actual portable sample to match *or* specific manufacturer's color details. Note that a color's appearance will vary on different species of wood.

### EXTRAS & CHANGES

Contracting is per approved drawings and notes. pRottertype allows for a standard construction deviation of  $\frac{1}{4}$ " **per 8' span** on walls, floors and ceilings.

**The most costly thing that can happen is a change after work begins.** Changes or additions to approved drawings *will* affect cost. Careful planning is the most effective strategy to keep costs down.

If this project is part of a remodel of an existing space, please understand that there is no way for us to know beforehand what condition the space will be in when it comes time to install this project. We cannot predict the quality of other contractors' workmanship, nor what we may find behind your walls. Every project is unique. The information in this contract is presented in good faith but is by no means final or binding. Price adjustments will be explained.

Changes are billed at \$75 per man hour for design and construction, plus materials. Materials are billed at cost plus 20%. \$75 minimum charge for each change/addition. All change orders must be signed off by you and pRottertype. Email approval is considered equivalent to paper sign-off.



## **INSTALLATION**

Installation is for contracted work only. Under no circumstances will pRottertype be responsible for the removal of existing furniture or the installation of any customer component not included in the actual work contracted. Customer will provide installation space ready and clear for installation of contracted work. pRottertype will remove customer furniture under a separate agreement if customer is unable to do so.

## **LIMITATIONS**

pRottertype is not responsible for any plumbing, electrical, flooring, painting, decoration or other construction work unless specifically stated in the design specifications and construction details that are part of this agreement. pRottertype will not be held liable for reasonable damage to paint, wall covering, floor covering, ceiling materials or client's personal belongings in the course of installation of custom millwork.

## **WARRANTY**

All work shall be performed in a professionally reasonable manner. Materials or hardware used by pRottertype or its subcontractors shall be warranted only to the extent that the suppliers or manufacturers of those products provide a warranty. In the event that a defect is discovered in one of these products, pRottertype will assist the customer in securing a replacement or repairing the products for the duration of the product manufacturer's warranty. Warranty on the workmanship and material shall be for a period of 12 months from the date of completion, unless otherwise specified in the material or supplier's warranty. pRottertype will perform all necessary labor to repair or replace all defective work at no cost to the customer, and will expeditiously act in good faith to secure replacement products or materials under warranty of products or services. Any claim or cause of action arising out of the terms of the contract or warranty must be filed in a court of competent jurisdiction within the period of the warranty previously stated. Any warranty work performed during the warranty period does not extend the warranty any further than was previously stated in terms of the time from the date of the contract. All aspects of this warranty are void if a person or company other than pRottertype performs or re-performs any work within the scope of the warranty. The following are excluded from warranty by pRottertype: a) Movement or misalignment of cabinets due to settling or movement of foundation floors, walls or ceilings. b) Damage to woodwork, finish, or any defect due to exposure to excessive moisture, heat, humidity, or cold. c) Wood movement, raising of grain, or any other problem or defect arising from exposure to moisture at the customer's job site if cabinets or woodwork are delivered unfinished or unsealed. It is the responsibility of the general contractor or customer to ensure that all products ordered from pRottertype comply with all local codes relating to other subcontractors whose work affects pRottertype's products, i.e. (framing, plumbing, electrical). The warranty will not include any changes or alterations necessary to conform to such codes.



### PHOTO RELEASE

pRottertype may obtain “before,” “during,” or “after” photos and/or videos of your project. You authorize pRottertype to edit, alter, exhibit, publish, or distribute these photos and/or videos for the purposes of publicizing pRottertype’s skills and experience or for any other lawful purpose. Outlets could include, but are not limited to, pRottertype’s website, printed marketing materials, and social media accounts. You are not responsible for any portion of the cost of these photos, and will receive no financial compensation. All photos will remain the sole property of pRottertype. We are happy to provide digital copies to you on request. You agree to make reasonable accommodations to facilitate photos, such as by allowing a professional photographer access to the job site. This appointment may be requested after the job is complete. pRottertype respects your privacy and will not share any personal information such as the street address or your name without express permission.

### ACCEPTANCE OF BUILD PHASE AGREEMENT

pROTTERTYPE IS HEREBY AUTHORIZED TO FURNISH ALL MATERIALS AND LABOR REQUIRED IN THE PRECEDING PROPOSAL, FOR WHICH \_\_\_\_\_ AGREE TO PAY THE AMOUNT MENTIONED IN SAID PROPOSAL, AND ACCORDING TO THE TERMS THEREOF.

VERBAL AND/OR EMAIL AUTHORIZATION TO BEGIN WORK AND/OR AUTHORIZING MATERIALS PURCHASE AND/OR PAYMENT OF A DEPOSIT CONSTITUTES ACCEPTANCE OF THIS CONTRACT AND ALL TERMS THEREIN.

Accepted by: \_\_\_\_\_

Date: \_\_\_\_\_

THE CLIENT MAY CANCEL THIS TRANSACTION AT ANY TIME PRIOR TO MIDNIGHT OF THE THIRD BUSINESS DAY AFTER THE DATE OF THIS TRANSACTION.

For pRottertype: \_\_\_\_\_

Date: \_\_\_\_\_