



Closet(s), Kitchen Cabinet Re-facing (s) & Garage(s) Renovation Contract

Between

Contractor (name of company)
Operating As -
Address
Telephone
E-mail

PERFECT FIT CANADA LTD.
Perfect Fit Closets
3345 Kingsway, Suite 606, Vancouver, BC V5R 0A7
604-718-5548
Info@PerfectFitCanada.ca

And

Date Contract Shared
Owner(s)
Address
Telephone
E-mail
Project address
(If different from above)

1. Contract Documents

- This Form
- Proposal Document with Designs & Quote

Change Order

Any changes to the contract must be agreed in writing and signed by both parties. Omissions in the Contract Documents and any work requested in variance to the Contract Documents are considered extra to the Contract and are not included in the Contract Price. Any additional work, required due to site conditions known to the Owner and not disclosed to the Contractor, or which could not be reasonably anticipated by the Contractor, are not included in the Contract Price and shall be extra to the Contract Price.

The Contract Documents are copyrighted and the property of the Contractor. The Owner hereby covenants not to share or distribute the Contract Documents to anyone without the Contractor's prior written consent, which shall be granted in the Contractor's sole and absolute discretion.

By signing this Contract the Owner is deemed to have reviewed and agreed to the design contained in the Proposal Document.

2. Description and Cost of Goods and Services – See detailed schedule 'A' for all your Closet(s), Kitchen Cabinet Re-facing(s) and Garage(s) designs. Unless otherwise stated, the Contractor agrees to supply all materials, labour and supervision to perform the Work as described in the Contract Documents. The Work does not include anything not specifically described in the Contract Documents.

The Contractor will use sub-trades during the performance of the Work. If any sub-trade subsequently becomes unavailable for the Work, the Contractor will provide a suitable replacement for Owner's approval prior to the sub-trade commencing work.

3. Timing

Work to start on or before (date): **TBD @ 9:30 am to 10:30 am Start**
Substantial Completion on or before (date): **TBD**
Final Completion (date): **TBD**

Kitchen Cabinet Re-facing - This Date may vary in accordance to how quickly the customer can have our installers in for both the initial measurement and, subsequently the installation date set and coordinated by Perfect Fit Canada Ltd. An estimated 6 weeks' timeline is necessary from the time of final measurement to installation.

Notwithstanding the foregoing, any delay in Completion of the Work in accordance with the Contract Documents will be considered an excusable delay if arising from causes beyond the Contractor's control and not reasonably foreseeable by the Contractor with the use of the Contractor's best professional efforts. Excusable delays include but are not limited to such events as labour disputes, unavailability of materials, delays in obtaining a permit, fire, natural disaster, unfavourable weather conditions, delays (other than delays arising out of Contractor's breach of this Contract) by, or breach by any sub-trades; or any delay by Owner of processing proposed changes, delays resulting from inaccuracies in information provided by the Owner, or delays resulting from the performance of tasks described in section 2.

In the event of the occurrence of an excusable delay, Owner shall grant appropriate extensions to cover such periods of delays. Where a delay occurs, the Contractor must inform the Owner at the earliest possible date of such occurrence, the reason for the delay and anticipated amended dates of completion.

4. Terms of Payment - The Contract price is to be calculated as follows:

Total: **\$TBD**

Subject to the Buyer's Right to Cancel, a non-refundable deposit of **\$TBD** (being 50% of the Contract price); and Balance of **\$TBD** immediately upon completion of the Work.

All accounts are due when rendered, interest at a rate of 18% per annum (1.5% per month) will be charged from the date of this account on any portion hereof remaining outstanding for 30 days. All payments must be made to the Contractor. Any payment to a subcontractor is not deemed a payment to the Contractor.

Payment may be made in cash, credit card, wire transfer or cheque. Non-Sufficient Fund (NSF) cheques will be subject to a surcharge of \$25.00 and the Contractor reserves the right to require another form of payment.

5. Changes in Work - The Owner may make changes by altering, adding to, or deducting from the Work, with the Contract Documents and Contract Price being adjusted accordingly. Changes to the Work require a new Proposal Document signed by both the Owner and the Contractor.

6. Utilities and Washroom Facilities - The Owner will provide utilities and facilities to meet work and worker requirements.

7. Standards of Work

(a) As agreed upon we will remove existing closet(s) systems, patch affected holes as a complimentary service from us to you. If the patched holes are dry before the install team leaves, then we will sand the patched areas and get it paint ready for the home owner. Should the tear-out be large and the patch work is not dry than the home owner will have to sand and paint the visible patched areas after the installation. We do not provide paint service.

(b) As agreed upon we will discard the old Closet(s) fixtures at no expense to you, also another complimentary service from us to you.

(c) The Contractor agrees to supply all labour, materials and supervision to complete the Work in accordance with the Contract Documents.

(d) The Contractor agrees to undertake all Work diligently in a good and workmanlike manner, in accordance with good quality residential standards and practices, and in compliance with any applicable Building Code and all other authorities having jurisdiction.

(e) The Owner accepts that there may be inconveniences from time to time, and the Contractor agrees to keep such inconveniences to a reasonable minimum. It is the responsibility of the Owner to take reasonable steps to provide a work area free of household obstructions, and to remove or protect household items and pets in areas where it may be reasonably anticipated by the Owner that they may be subject to dust, damage, open doors or vibrations.

(f) The Contractor agrees to keep the site orderly and reasonably free of debris. At the completion of the project, the Contractor shall clean the property and leave it fit for use. All equipment, materials, rubbish and similar material incidental to the project shall be removed by the Contractor.

(g) Limitation of Liability – Perfect Fit Canada Ltd. And its trade division O/A Perfect Fit Closets are not liable for objects concealed behind walls, such as; wiring, ducts, pipes, etc. Including but not limited to uneven surfaces. And, any incidentals indirect or special damages.

(h) We cannot be responsible for any fumes from materials used during the process. If you have any odour sensitivity or materials that could get damaged in the process it is the Customer's responsibility to protect them.

(i) This proposal is subject to final inspection of the garage(s)/closet(s)/kitchen cabinet re-facing(s) prior to commencement of any work.

8. Warranty

(a) Closets and Garages - The Contractor shall correct, at its own expense, any defects in the Work due to faulty workmanship pursuant to this Contract for a 2 year warranty on service and a limited lifetime warranty on core products from the date of Completion. The Contractor will convey to Owner any warranties by manufacturers or suppliers on individual materials, products or systems supplied by Contractor under this Contract. All hardware & accessories will be covered under warranty for up-to a total of one (1) year.

Kitchen Cabinet Re-facing & New Kitchen Cabinets - The Contractor shall correct, at its own expense, any defects in the Work due to faulty workmanship pursuant to this Contract for a 2 year warranty on service and a limited 5 year warranty on core products from the date of Completion. The Contractor will convey to Owner any warranties by manufacturers or suppliers on individual materials, products or systems supplied by Contractor under this Contract. All hardware & accessories will be covered under warranty for up-to a total of one (1) year.

(b) The Contractor does not warrant labour and/or materials supplied by the Owner or the Owner's subcontractors, damage caused as a result of defects in the Property or the Owner's misuse of the products or systems supplied by the Contractor.

(c) The Contractor shall protect the Work, the Owner's property and the property of third parties from damage occasioned by the performance of its obligations under the Contract Documents.

(d) The Owner shall give the Contractor written notice of such defects within a reasonable time, and in any event within the warranty period.

(e) Warranty is void if damage found is due to misuse or abuse of our closet(s), kitchen cabinet re-facing(s) and garage(s) melamine material and accessories.

(f) Warranty is not transferable to a new Owner of the residence.

(g) Customers should be aware that there are certain circumstances in which He/She must be vigilant in maintaining the product for warranty reasons. Elements such as steam and corrosive materials on the cabinet doors or vinyl skin must be addressed or they risk voiding the warranty. When using items such as kettles or self-cleaning ovens, the customers should be aware of the inherent risks of such elements and use precaution to avoid damage to the doors/vinyl skin. When boiling water, please move the kettle from underneath the cabinets so that the steam can rise freely without hitting the cabinets themselves. This avoids the expansion/contraction of the MDF which can cause damage to the material over time. The same can be said for self-cleaning ovens whereby if the customer notices steam coming out the side of the oven doors, this usually means that the seal is gone on the oven door and needs to be replaced. Any delay in the seal replacement that causes damage to the doors/skin will automatically void the warranty.

9. Insurance - Prior to commencing the Work, the Contractor agrees to provide, maintain and pay for insurance during the time the Work is being performed, including commercial general liability in the minimum amount of \$2,000,000 against claims for damages for personal injury or property damage by reason of anything done or not done by the Contractor, its employees or agents, in connection with the performance of this Contract. The Contractor will also provide proof of automobile liability insurance. The Contractor is responsible for all materials on site provided by the Contractor for the Work in this Contract until installed.

10. Compliance with Workers' Compensation and Other Laws

(a) The Contractor agrees to provide evidence of compliance by the Contractor's own company and any of the Contractor's subcontractors with all requirements for registration and payments due under the province's workers' compensation statute.

(b) The Contractor also agrees to comply with all laws, ordinances, rules, regulations, codes and orders in force during the performance of the Contract which relate to the preservation of public health or construction safety.

11. Other Contractors – The parties to this Contract acknowledge that the Work contemplated in this Contract may be part of a larger renovation project undertaken by the Owner and therefore co-ordination of the various contractors involved is required. The Contractor shall include in the Work co-ordination with Owner's separate contractors or sources and Owner shall pay the Contractor an extra fee of \$65.00 per hour for coordination of same.

(a) **Return Visit** – If the Owner's home has on-going construction that prevents us from completing our installation and an additional visit is required by our install team outside of the agreed upon install date to complete the job then there will be an extra cost of \$125 charged to the Owner for the return visit.

12. Default by Owner - In the event that (a) the Owner does not perform its obligations under this Contract in accordance with the terms of this Contract and has not corrected the default within 30 days of written notice by the Contractor, or (b) the Owner becomes bankrupt or makes a general assignment for the benefit of its creditors, or if a receiver of the Owner is appointed, or (c) if the Work is stopped as a result of a court order, then the Contractor may cease work and treat the contract as repudiated forthwith on the occurrence of such default. In such event, an accounting shall be made between the Owner and the Contractor, and the Contractor shall be entitled to payment for such parts of the Work as are completed at the time of default.

13. Signs - The Owner agrees to permit the Contractor to display a sign on the project site until completion.

14. General

(a) This Contract and all warranties referred to in this Contract shall not be assigned by the Owner, in whole or in part, without the prior written consent of the Contractor, which may be withheld in the Contractor's sole and absolute discretion.

(b) This Contract shall be governed by and construed under the laws of the Province of British Columbia and supersedes all prior communications and agreements. There are no other terms outside of this Contract.

(c) The Contractor assures that there is not now any claim, action, contract, rule or other circumstance which may interfere with the Contractor's ability to perform its obligations under this contract.

Date: (yyyy/mm/dd)

Owner Signature:
Print Name:

Date: (yyyy/mm/dd)

Contractor Signature:
Print Name:
I represent and warrant that I have the authority to bind the Contractor

Signed at: _____
(Address, City, Province, Postal Code)

Perfect Fit Closets