



AMAZING SPACES

KITCHEN DESIGN ~ SPACE PLANNING ~ CUSTOM CABINETRY

By Jason Landau

PURCHASE AGREEMENT

Basic Terms**

Room/Materials: _____

Design Consultant: AMAZING SPACES, LLC, with an address at
30 Fountain Road, Briarcliff Manor, NY 10510
Attention: Mr. Jason Landau
Telephone: (914) 239-3725 Fax: (914) 560-4067

Client: Name: _____
with an address at _____

Home: _____ Fax: _____
Work (his): _____ Work (hers): _____
Cell (his): _____ Cell (hers): _____
Email (his): _____
Email (hers): _____

Delivery Address for Project: _____

Agreement Date: _____

Order Date: Design Consultant will commence the Order process within 5 business days of the Agreement Date.

Approximate Delivery Date: _____

Purchase Price: \$ _____ (Includes credit if applicable from Design Service Agreement)
\$ _____ Sales tax (_____%)
\$ _____ **Total**

Payment Schedule: \$ _____ (50%) Upon signing Purchase Agreement
\$ _____ (50%) Upon delivery (see clause #7 under General Terms & Conditions)

**The Basic Terms of this Agreement are subject to the provisions of the Material Specifications and General Terms and Conditions attached hereto and incorporated herein. The Basic Terms, Material Specifications and General Terms and Conditions shall be referred to together as the "Agreement".

Materials Specifications

Exhibit A

I. Materials

- A. Room _____
- Manufacturer: _____ Product Line _____
- Box Construction: Type _____ Material _____ Sides, top & bottom _____ Backs _____
- Frame Construction: Type _____ Material _____ Thickness _____
- Drawer Construction: Material _____ Construction: _____ Slide _____
- Cabinet Interior Finish: _____
- Door Specs: **A.** _____ Frame Dimensions: _____ Framing Bead: _____
 Center Panel: _____ Edge Profile: _____ Wood Species: _____
 Finish: _____ Color: _____ Sheen: _____
 Distressing: _____
 Hinge: _____
- B.** _____ Frame Dimensions: _____ Framing Bead: _____
 Center Panel: _____ Edge Profile: _____ Wood Species: _____
 Finish: _____ Color: _____ Sheen: _____
 Distressing: _____
 Hinge: _____
- Drawer Specs: **A. Top** _____ Frame Dimensions: _____ Framing Bead: _____
 Center Panel: _____ Edge Profile: _____ Wood Species: _____
 Finish: _____ Color: _____ Sheen: _____
 Distressing: _____
- B. Lower** _____ Frame Dimensions: _____ Framing Bead: _____
 Center Panel: _____ Edge Profile: _____ Wood Species: _____
 Finish: _____ Color: _____ Sheen: _____
 Distressing: _____
- Note: See signed/client approved door sample for above specifications: _____
- Decorative Hardware: (not supplied under this agreement)
 - A. Manufacturer _____ Style # _____ Finish _____
 - B. Manufacturer _____ Style # _____ Finish _____
- Countertops: (not supplied under this agreement)
 - A. Material _____ Color _____ Thickness _____ Edge Style _____
 - B. Material _____ Color _____ Thickness _____ Edge Style _____

II. Appliances (Not supplied under this agreement).

- Refrigerator/Freezer #1 Mft. _____ Model # _____ Color _____
- Refrigerator/Freezer #2 Mft. _____ Model # _____ Color _____
- Wine Cooler Mft. _____ Model # _____ Color _____
- Oven(s) Mft. _____ Model # _____ Color _____
- Range/Cooktop Mft. _____ Model # _____ Color _____
- Ventilation Unit Mft. _____ Model # _____ Color _____
- Warming Drawer Mft. _____ Model # _____ Color _____
- Dishwasher #1 Mft. _____ Model # _____ Color _____
- Dishwasher #2 Mft. _____ Model # _____ Color _____
- Microwave Mft. _____ Model # _____ Color _____
- Sink #1 Mft. _____ Model # _____ Color _____
- Sink #2 Mft. _____ Model # _____ Color _____
- TV Mft. _____ Model # _____ Color _____
- Disposal Mft. _____ Model # _____ Color _____
- Other _____ Mft. _____ Model # _____ Color _____
- Other _____ Mft. _____ Model # _____ Color _____

General Terms and Conditions

1. **Services:** Client hereby engages Design Consultant to arrange and execute the purchase of the Materials (as described in Exhibit A) on Client's behalf set forth in the attached drawings numbered ____ thru ____ and signed and dated _____. Client takes full responsibility for approving this Purchase Agreement from which Design Consultant will execute the Order for the Materials.
2. **Material Purchases:** Design Consultant will extend his professional discount for all materials purchased for the Kitchen & Bathroom (other than cabinetry supplied by Amazing Spaces LLC) that are jointly selected with the client and/or purchased from Design Consultant's Vendors and in return the Client shall pay the Design Consultant a commission of 10% upon the invoiced amount for Kitchen Materials (countertops including installation, flooring, backsplash, decorative hardware, lighting, plumbing fixtures, furniture, etc.) and 20% for Bathroom Materials. This commission extends to those purchases (including internet purchases) made directly by client where Design Consultant has made selections or given input. The Design Consultant shall not be held financially responsible for any defects in the workmanship or quality for Kitchen & Bathroom Material purchases described above (other than cabinetry described in Exhibit A).
3. **Delays:** Client understands the Delivery Date specified in this Agreement is approximate. Design Consultant shall not be liable to Client for any delivery delays caused by Client, Manufacturer, third parties or any other matters not within the control of Design Consultant.
4. **Site Conditions:** It is the responsibility of the Client or Client's representatives (Contractor, Architect, Building Manager, Structural Engineer, etc.) to communicate any concealed site conditions, such as structural members, structural deficiencies, chimney's, ductwork, plumbing pipes and electric wires that could affect the design as set forth in the attached drawings numbered ____ thru ____ and signed and dated _____ to Design Consultant. Design Consultant shall not be liable to Client for any additional costs or delays associated with concealed site conditions as they relate to the materials described in Exhibit A.
5. **Cancellation/Changes:** Client understands that the products and materials described in Exhibit A are being specifically designed and custom built for Client and that Design Consultant and Manufacturer will take immediate steps upon receipt of this Purchase Agreement to acquire the Materials on behalf of client. Therefore this Agreement is NOT subject to cancellation by Client. This Agreement may be subject to limited Changes, in the sole discretion of Design Consultant, provided Client shall be fully responsible for any increased costs or delays caused by such Changes. The Client further understands that any changes deemed necessary to deal with concealed site conditions are the sole responsibility of the Client or Client's representatives. All Changes shall be in writing and signed by Client and Design Consultant.
6. **Material Disclaimers:** (A) Stained Wood Finishes: Natural wood varies in color, and mineral streaks (and knots if applicable to wood selection) may be visible where parts of the tree absorbed minerals differently in one specific area than another. This phenomenon will affect the wood grain and texture and can cause stains to absorb inconsistently. These natural variations will be present in all cabinetry. (B) Painted Finishes: Natural expansion and contraction of solid hardwoods can be expected. As the wood moves depending on the humidity and temperature levels of the environment, the movement of the wood can at times become visible at joints on doors, drawers and frame members. This movement becomes more visible on painted finishes and will be present in all cabinetry. (C) Glazed Finishes: Are painted finishes that have been top coated with a contrasting stain to enhance their appearance and are subject to the same conditions as painted finishes. Glazed finishes are done by hand and are considered an artistic effect subject to slight variations which will be present in all cabinetry.
7. **Delivery of Materials:** Client agrees to accept delivery of the Materials when ready. The risk of loss, as to the damage or destruction, shall be solely Client's upon the delivery to the Delivery Address provided in the Basic Terms. Client understands that ALL deliveries of Materials are tailgate and that Client and/or Client's representatives shall be responsible for moving the Materials onto the Project site. In the event Client cannot accept delivery, it will be Client's responsibility to arrange for a suitable storage location for the Materials. It is the responsibility of the Client or Client's representative to unwrap and inspect all cabinets within 5 days from the time of delivery, either to the jobsite or into storage, for concealed damage. Failure to do so shall constitute an irrevocable acceptance of the goods and void any future claim from the Design Consultant or Manufacturer. Should Design Consultant have to reschedule delivery of the Materials for any reason including, but not limited to, Client's inability to accept the materials or a default by Client under Section 11 hereof, any and all additional expenses associated with the re-delivery of the Materials shall be the sole responsibility of Client. Client may request that the cabinet manufacturer store the Materials if possible but will agree to pay the delivery payment due at the time of such request.

8. **Storage of Materials:** Whether delivered into storage or at Clients residence, Client is responsible for providing humidity (between 30%-55% relative humidity) and temperature (between 60° – 90° F) controlled environment. Failure to do so can cause wood to expand, contract and/or warp resulting in damage to the cabinetry and shall be the sole responsibility of the client or client’s representatives to make repairs.
9. **Installation:** Client agrees that Design Consultant is not providing any general contracting or installation services under this agreement other than Project Coordination as it relates to the cabinet installation process and therefore, Design Consultant shall not be responsible for any damages or defects that may occur to the Materials supplied under this agreement. In addition, the Design Consultant shall not be responsible for any oversights, errors or omissions made by the Client’s representatives (contractors, electricians, plumbers, etc.). Any and all parts necessary to rectify contracting and/or installation errors or damages will not be the responsibility of the Design Consultant. Notwithstanding, the foregoing, Client may order such parts through Design Consultant in a written AWA (Additional Work Authorization) to this Purchase Agreement executed by Client and Design Consultant.
10. **Permits:** The Client and/or the Clients Representatives are responsible for determining whether any filing is required with the local town building department in connection with the services to be performed in this agreement and, if so, making such filing and paying any associated costs or fees. Furthermore, Design Consultant cannot be held responsible for any penalties, delays, and or fines that may arise should the client choose not to file with the local town building department.
11. **Title:** Title to the Materials purchased under this Agreement shall not pass to Client until the full payment of Purchase Price to Design Consultant and Manufacturer.
12. **Warranties:** The Design Consultant warranties the cabinetry for defects in original materials or workmanship for a period of one year from date of delivery. Said Warranty covers the cost of materials for that period. After one year from the date of delivery the standard form of warranty shall apply to the service and equipment furnished in accordance with the manufacturers warranty program.
13. **Exculpation:** Design Consultants liability to client under this agreement shall in all cases be limited to the fees paid hereunder, notwithstanding anything in this Agreement to the contrary, no assets of any member of Design Consultant shall be subject to levy, execution, or other judicial process for the satisfaction of Client’s claims hereunder.
14. **Client Default:** If, for any reason, Client (i) fails to make cash payment required by the Agreement in full on or before its due date or (ii) otherwise violates any of the Client’s obligations under this Agreement, then Design Consultant may, at the option of Design Consultant, (a) terminate this Agreement, (b) cancel the orders executed pursuant to this Purchase Agreement, and/or (c) refuse to schedule or cancel delivery of the Materials hereunder. Upon termination, the Design Consultant shall be entitled to recover a sum equal to all amounts due and owing under this Agreement as if Design Consultant fully performed the Services hereunder, and Design Consultant shall be released from all obligations hereunder.
15. **Disputes:** Any dispute or controversy relating to this Agreement or the performance of the Services shall be determined by arbitration in the State of New York in accordance with the commercial arbitration rules of the American Arbitration Association then in effect, and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.
16. **Default Interest:** Amounts due and unpaid under this Agreement shall bear interest from the date payment was due at 10% per annum.
17. **Agreement:** This Agreement embodies the entire agreement between Design Consultant and Client with respect to the subject matter hereof, and there have been and are no representations or agreements made other than those provided herein. This Agreement may only be amended, supplemented or modified by a written instrument executed by Client and Design Consultant. If any term, covenant or condition of this Agreement is held to be invalid, illegal or unenforceable in any respect, this Agreement shall be construed without such provision.
18. **Joint Liability:** In the event that there are two or more Clients, this Agreement will be jointly and severally binding on each of them.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

CLIENT:

DESIGN CONSULTANT:

By: _____
 Name:
 Date:

By: _____
 Name: Jason Landau
 Date: