THIS WORKROOM AGREEMENT (“Agreement”) is made by and between \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (“XXX”), and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (“Designer/Trade”)

1. WORKROOM AND DESIGNER/TRADE RELATIONSHIP

1.1 XXX is subcontracted by the Designer/Trade to fabricate window coverings and accessories. All communications for purchase orders and billing will be between the XXX and the Designer/Trade. Only the Designer/Trade will communicate directly with their customers to determine their needs and to address any problems they may have.

1.2 XXX will accept payment directly from Designer/Trade’s client as a courtesy to Designer/Trade. However, Designer/Trade remains responsible for any and all choices and decisions agreed to with their client. Questions and concern will be handled by Designer/Trade.

1.3 A signed agreement must be on file during the course of this relationship along with the Designer/Trade current tax-exempt certificate.

1. SCHEDULING

2.1 Please provide a detailed purchase order with the name of the client.

2.2 A (\_\_\_\_%) deposit (see 4.1) is required for the job to be considered an active order. If using COM (see 8.3), it must be received by XXX before order can be scheduled for fabrication.

**2.3** Completion of orders will typically fall within a \_\_\_\_ week timeframe starting from receipt of deposit and all COM. XXX will not be responsible for delays caused by circumstances beyond our control but if the job is completed before the \_\_\_\_\_week timeframe XXX will call the Designer/Trade as soon as possible to schedule an installation date.

**2.4** Rush Orders. Rush service is offered on an “As Possible” basis. There will be a (\_\_\_\_%) up-charge for rush orders of \_\_\_ weeks or less. There will be a (\_\_\_\_%) up-charge for \_\_\_\_ weeks or less.

**2.5** Delayed receipt of Orders. Any order not able to be installed within 10 days of completion must be paid in full within that 10-day period.

**3. MEASURING AND YARDAGE**

**3.1** Measuring. ($\_\_) an hour. Outside the greater \_\_\_\_\_\_\_ area there will be an additional ($\_\_) charge. Final proposal estimate may change based on confirmation of measurements by XXX.

**3.2 Yardage** Estimates. We will be happy to assist you in estimating yardage for any treatment. If using COM, the vertical and horizontal repeat are required from Trade to estimate the amount of yardage needed.

**3.3 Extra** Yardage Allowance. Extra yardage is needed to cover flaws, crooked cuts from the factory and the crease in the fabric where it is initially rolled on the tube. (The crease can rarely be ironed out.) Up to 20 yards, allow 1 extra yard. Over 20 yards, add an extra (\_\_%). In larger pieces, the supplier sometimes will send your order in more than one piece with little or no allowance for the cut(s). Please ask us for the cut lengths for your job when ordering large amounts. Please always remember to figure the repeat when calculating yardages.

**3.4 Short** Yardage and Flaws. XXX carefully inspects and measures all fabric that comes into the workroom and takes reasonable efforts to catch any flaws before we begin production.

**3.5** Lining

* Cost of lining is never included in price, unless specified.
* XXX does not accept COM lining. This does not include contrast lining provided by you.
* Please indicate on the purchase order the type and color of lining.

**3.6 Fabric** Suitability and Wearability. XXX will not be responsible for the present or future behavior of the treatment/fabric, such as wearing and deterioration, stretching, shrinking, staining, clean ability, fading or damage to person or property. The Designer/Trade will take responsibility as to how the fabric hangs and matching suitable fabric to workable treatments.

**4. FINANCE**

**4.1** Payment. A (\_\_%) down payment of the estimated job cost is required for the job to be considered an active order.

**4.2** The balance of payment is due at completion. If you employ your own installer, the balance is due when the job is completed and before pickup regardless of installation schedules or your payment arrangements with your client. We understand that sometimes installers pick up your orders. Please contact XXX to make arrangements for payment prior to his arrival.

**4.3** We do accept payment by cash, check, Visa, Master Card or American Express. If a check is returned for insufficient funds, all future orders will be put on a cash only basis from that point on. There will be a return check charge of ($\_\_\_\_\_\_).

**4.4** Taxes.A current year Arizona TPT must be on file each year with XXX, to guarantee tax free transactions. If you are an out-of-state designer, we will need a copy the resale tax license from your state.

**5. PROPOSAL**

**5.1** XXX stands by its written proposals when the final measurements are completed. Some things to consider should be:

* Order Modification/Change. Changes will be agreed to in writing (email). The first two change orders are complementary. A ($\_\_) will be charged for each additional change to proposal thereafter. All change orders must be in writing (email).
* (\_\_%) up-charge for the handling of velvets, silks, fabric with crinkles, and anything requiring extra care in handling and fabrication (what we call “difficult fabrics”).
* (\_\_%) up-charge for upholstery weight fabrics used in non-upholstered items such as draperies and bedding and anything requiring extra care. Some chenille fabrics may fall in this category because this fabric often stretches and may need to be hand hemmed.

6. SHIPMENTS

**6.1** Drop Shipments.If you are drop shipping merchandise to us, please have the company side-mark it with your company name and your customer’s name. Please provide us with a copy of your purchase order listing amount of fabric ordered and fabric information. This is necessary so that we are aware of what to expect and can assist you in providing timely delivery to your customer.

**7. INSTALLATION**

**7.1** If installation is not done by XXX, we will recommend an independent installer. The installer will be contracted with the Interior Designers client.

**8**. **CLIENT**’**S OWN MATERIAL**

**8.1** XXX will gladly accept orders using Customer Owned Material (“COM”). COM includes but is not limited to; any fabric, trim, hardware and other items supplied to XXX by the Designer/Trade for their client’s design projects. XXX will not accept responsibility or be held liable for the condition of COM. It is our recommendation that Designers carefully inspect all COM prior to drop off for fabrication (This does not include item directly delivered to XXX from manufacturer). It is important to inspect for correct yardage, dye lot or color variation, pattern drift or grain misalignment, flaws and imperfections; including tears, pulls or holes, dirt spots, stains or fading, distortion, creases or wrinkles due to improper storage and any undesirable outcome due to COM selection or imperfection.

**8.2** All fabric should be properly rolled on fabric tubes during storage and upon delivery. Improper methods of fabric storage, including flat folding may result in permanent creases in COM. XXX will not guarantee the removal of creases or wrinkles in COM due to improper methods of storage. XXX will take reasonable steps to work around flaws and imperfections. Heavily flawed COM may require additional cutting, piecing, blocking or pressing and will cause an increase to labor time. If this should occur, the Designer/Trade will be informed immediately before any additional labor charges are added. We reserve the right to refuse COM that is heavily flawed.

**8.3** All COM must be in XXX workroom before order can be scheduled for fabrication.

**9. CANCELLATION**

Designer may cancel this agreement subject to the following terms: (1) if less than 3 days from Designer’s acceptance (\_\_% deposit), a full refund will be provided; (2) cancellations received after the third day will be subject to a refund of (\_\_%) of the deposit because orders to vendors will have been placed and labor on project begun. Orders cannot be cancelled once the fabric has been cut.

10. LIMITATION OF LIABILITY.

IN NO EVENT WILL XXX BE LIABLE FOR ANY SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES (INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS) ARISING OUT OF ANY PERFORMANCE OF THIS AGREEMENT OR IN FURTHERANCE OF THE provisions or objectives of this agreement, regardless of whether such damages are based on tort, warranty, contract or any other legal theory, even if advised of the possibility of such damages.

11. GENERAL PROVISIONS.

**11.1 Entire** Agreement. This Agreement, including all Exhibits hereto, constitutes the entire agreement between the parties with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements and representations whether oral or written. Other than as specified herein, this Agreement may only be supplemented or modified by an amendment in a writing executed by representatives of each party.

**11.2 Governing** Laws. This Agreement shall be governed by and construed in accordance with the laws of Arizona, USA without regard to its conflict of law principles.

**11.3** Severability. Every term, condition or provision of this Agreement is severable from others. If a court of competent jurisdiction holds any term, condition or provision of this Agreement to be invalid, unenforceable or illegal in whole or in part for any reason, the validity and enforceability of the remaining terms, conditions or provisions, or portions of them, will not be affected.

**11.4** Contract Execution. This Agreement will not be binding until signed by the Authorized Representative, as identified in the signature blocks below, of each party. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which shall be considered one and the same instrument.

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| **DESIGNER/TRADE:** | **XXX:** |
| Signature:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | Signature:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
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