THIS CUSTOMER AGREEMENT (“Agreement”) is made by and between **(insert your business name)** (“XXX”) and **(Insert customer name)** (“Customer”)

1. **WORKROOM AND CUSTOMER RELATIONSHIP**

1.1 Customer has contracted XXX to fabricate window treatments and/or other soft furnishings.

**2. SCHEDULING**

2.1 A \_\_\_\_\_\_\_\_\_\_ deposit (see FINANCE 4.1) and a signed agreement are required for the job to be considered an active order. (If using COM see 7.3)

2.2 Completion of orders will typically fall within an \_\_\_ week timeframe starting from receipt of deposit and all COM. XXX will not be responsible for delays caused by circumstances beyond our control.

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

2.4 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. ($\_\_\_\_) per hour. If using COM, the vertical and horizontal repeat are required from Customer to estimate the amount of yardage needed.

3.2 Short Yardage and Flaws. XXX carefully inspects and measures all fabric that is received and takes reasonable efforts to catch any flaws before we begin production.

3.3 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.

**4. FINANCE**

4.1 Payment. A (insert down payment percentage) deposit of the proposal amount is due upon submission of a signed agreement.

4.2 Balance is due upon completion of work.

4.3 We do accept payment by cash, check, Visa or Mastercard. There will be a return check charge of ($\_\_\_.)

**5. PROPOSAL**

5.1 XXX stands by its written proposals. Some things to consider should be:

* Modification/Change: Changes will be agreed to in writing (email). The first two changes are complimentary. ($\_\_\_) will be charged for changes to each additional proposal thereafter. All change orders must be in writing (email)
* (\_\_\_\_%) up-charge for the handling of velvets, silks, and fabric with wrinkles and for upholstery weight fabrics used in non-upholstered items.

**6. INSTALLATION**

6.1 If installation is not done by XXX, we will recommend an independent installer. The installer will be contracted with the Customer.

**7. CUSTOMER OWNED MATERIAL**

7.1 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 client for design projects. XXX will not accept responsibility or be held liable for the condition of COM and choices of materials. It is our recommendation that clients carefully inspect all COM prior to pick-up for fabrication. 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. Should XXX detect a flaw before production begins XXX will notify Customer as soon as possible. If a flaw in COM fabric escapes our inspection XXX will not be held responsible.

7.2 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. We reserve the right to refuse COM that is heavily flawed.

7.3 COM must be received before an order can be scheduled for fabrication.

**8. CANCELLATION**

Customer may cancel this agreement subject to the following terms: (1) if less than 3 days from Customer’s signature on this Agreement, a full refund will be provided; (2) cancellations received after the third day will be subject to a refund of \_\_\_\_\_\_\_% of the deposit. Orders cannot be cancelled once the fabric has been cut.

9. LIMITATION OF LIABILITY.

**In no event will EITHER PARTY be liable TO THE OTHER 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.**

**10****. GENERAL PROVISIONS.**

10.1 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 writing executed by each party.

10.2 Governing Laws. This Agreement shall be governed by and construed in accordance with the laws of (**insert the state you reside in**), USA without regard to its conflict of law principles.

10.3 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.

10.4 Contract Execution. This Agreement will not be binding until signed by each party, as identified in the signature blocks below. 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.

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| **CUSTOMER:** | **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_:** |
| Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| PrintedName: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | PrintedName: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |