

REMODELING AGREEMENT

Independently Owned and Operated Business:

Window Depot of Your City
 1234 Main Street Best City, State 12345
 (555) 456-7890

www.windowdepotofyourlocation.com



THIS CONTRACT is made this _____ day of _____, 20____ by and between Window Depot of Your City (hereinafter referred to as "Seller") and the parties as follows (hereinafter referred to as "Buyer"):

Customer (Buyer): _____ Phone 1: _____

Email: _____ Phone 2: _____

Install Address: _____

Bill Address: _____

Seller agrees to sell, and the buyer agrees to buy, all those materials and labor necessary to install the same as set forth in the following Specifications and in accordance with the Terms and Conditions below:

SPECIFICATIONS

No.	QTY	Window/Door TYPE	Color		Glazing PKG	OBS	TEMP	Grid	Other Instructions:
			INT	EXT				Pattern	

Total Price: \$ _____ **Down Payment: \$** _____ **Unpaid Balance: \$** _____

1. This price reflects all trade-ins, specials and discounts. All consumer financing is subject to credit approval and existing interest rates with approved lending institution.
2. Buyer is responsible to remove and replace any existing window treatments, blinds, alarm systems, as well as the associated hardware as required for installation unless otherwise noted in this agreement.
3. For owners with homes built before 1978, customer acknowledges receipt of EPA "Renovate Right" booklet. INITIAL: _____
4. Final Payment (any unpaid balance) MUST BE MADE UPON INSTALLATION. If additional work is required as part of the installation, a change order with associated costs will be presented by your installer.
5. Buyer may cancel this transaction at any time prior to midnight of the 3rd business day from the date of this transaction. Notice of cancellation must be received in writing within 24hrs, following the 3rd business day. INITIAL: _____
6. Buyer acknowledges that all warranties and representations contained herein are between Buyer and Seller. Further, buyer acknowledges that Seller alone is responsible for the installation, craftsmanship and any field service warranties presented with this agreement.

I (WE) HEREBY AGREE TO THE TERMS AND CONDITIONS OF THIS REMODELING CONTRACT.

Customer _____ Customer
 Signature: _____ PRINT NAME:

TERMS & CONDITIONS

1. By execution of this agreement, the buyer (Buyer) is subject to these terms and conditions as set forth by the independently owned and operated business (the Seller) identified on the front (reverse) side of this agreement.
2. Damages for Cancellation. You have a limited right to cancel this contract. You may do so only in the time stated in the contract or allowed by law.
3. Reasonable Access. You will permit us to install this project within 72 hours of notification. Any delays must be approved by the seller in writing. You will permit us to go onto the premises. The premises include the land and the building. You will get any consent needed for us to go onto other premises to complete work. If we are prevented from completing the work, because of denial of access, then we have no further duty to perform the contract. You will then immediately pay us agreed damages.
4. Insurance. We have Public Liability Insurance.
5. Interference with Performance. We are not responsible for any interference with performance for reason beyond our reasonable control. This includes strikes, fires, weather, inability to obtain materials, etc.
6. Consumer Credit Contract Notice. If this document applies to a consumer credit contract, this notice applies: Notice: Any holder of this consumer credit contract is subject to all claims and defenses, which the debtor could assert against the seller of goods or services, obtained pursuant hereto or with the proceeds hereof. Recovery hereunder by the debtor shall not exceed amounts paid by the debtor hereunder.
7. Entire Agreement. This contract sets forth the entire agreement between the parties and supersedes all representations made by Seller, its agents or representative. This contract can only be changed in writing by an amendment signed by both the Seller and Buyer. Anything not specifically stated or agreed to by the Seller is waived to the extent permitted by law.
8. Local Laws. Some parts of this contract may not apply to you in whole or part because of local laws. Here are some examples: a. Some states have rules or limits as to attorney's fees. b. Some states do not allow the exclusion or limitation of incidental or consequential damages. c. Pennsylvania has a 10% limit on agreed damages if an installment contract is involved.
9. Transfer. You may not transfer your duties under this contract to any person without written consent by us.
10. Successors. This contract binds your heirs, executors and administrators.
11. Installation of Replacement Windows. During installation interior drywall and exterior finishes may be damaged in the process of removing existing windows. Price does not include repairs interior or exterior. Price does not include any painting, sanding or sealing of existing finishes. Price does not include any unforeseen pre existing conditions.

WARRANTY COVERAGE

Products Warranty - Window Depot USA provide licensees products manufactured by some of the finest window & door companies in America. These companies supply the product warranty that is the foundation of our Product Warranties.

Under this protection, the vinyl components of the window will not blister, peel, rot, or corrode. Additionally, mechanical/working parts are warranted to be free from manufactured defects in material and workmanship. Length of warranty coverage, along with other terms & conditions are defined by the original manufacturer warranty document.

WINDOW DEPOT USA IS NOT A MANUFACTURER OF HOME IMPROVEMENT PRODUCTS. ALL WINDOW DEPOT USA PRODUCTS CARRY THEIR OWN PRODUCT WARRANTIES, SUPPORTED SOLELY BY THE MANUFACTURER. A COPY OF THAT MANUFACTURERS WARRANTY SHALL BE SUPPLIED TO YOU.

Insulated Glass Warranty – the sealed insulated glass unit is warranted against defects resulting in material obstruction of vision from film formation caused by dust or moisture in the dead air space of the sealed unit (Seal Failure). If the glass unit fails, the Manufacturer will provide the Owner with a replacement insulated glass unit at no extra charge. There may be a charge for freight and/or installation of new glass units.

Labor Warranty - all labor necessary to correct any item covered by this warranty will be provided at no extra charge by the Seller for a period of one year from the original date of installation. There is a nominal trip charge after one year for all service calls.

Transferable Warranty - This warranty may be transferred to a subsequent owner of the same residence. Please see original manufacturer warranty for additional details and transfer instructions.

General Limitations and Exclusions

1. Acts of God (hurricanes, tornadoes, flood, etc...) acts of war, riots, fire, stress resulting from localized heat, modification, acts of war, terrorism and vandalism are not covered by this warranty.
2. Color variance may occur between replacement parts and weathered original material.
3. Labor warranty does not transfer to Owner's immediate transferee.
4. Any replacement warranty parts may incur a shipping/freight charge.
5. This warranty is exclusively for windows installed by the Seller. Any additional products, such as doors, installed by the Seller, in conjunction with the window contract / installation will carry the warranty provided by the appropriate manufacturer.

SELLER IS AN INDEPENDENTLY OWNED AND OPERATED BUSINESS, UTILIZING THE TRADEMARKS OF WINDOW DEPOT USA FOR MARKETING PURPOSES. SELLER IS SOLELY RESPONSIBLE FOR ALL PROMISES, CRAFTSMANSHIP AND LABOR-BASED WARRANTIES MADE OR IMPLIED, AND/OR DESCRIBED HEREIN.