

FLOORING CONTRACT

This Flooring Contract (the "**Contract**") is entered into on _____ (the "**Effective Date**") by and between

_____, an individual having their usual place of living at _____
(hereinafter referred to as the "**Client**"), and

_____, an individual having their usual place of living at _____
(hereinafter referred to as the "**Contractor**"), collectively referred to as the "**Parties**" and individually as a "**Party**".

WHEREAS the Client owns and operates the property specified hereafter, which requires flooring services;

WHEREAS the Client wishes to hire the Contractor for the flooring services at the mentioned property, and the Contractor agrees to provide such services under the terms and conditions of this Contract;

WHEREAS the Contractor is a licensed specialist and qualified to provide flooring services in compliance with all applicable laws and regulations;

WHEREAS the Client, as the property owner or the Client's authorized representative, grants the Contractor reasonable access to the mentioned property for the purpose of performing the flooring services described in this Contract;

NOW, THEREFORE, in consideration of the mutual promises and obligations set forth herein, and upon other good and valuable consideration, the Parties have agreed as follows:

DESCRIPTION OF THE SERVICES. The Contractor agrees to provide the following flooring services (the "**Services**") to the Client at the property located at _____ (the "**Property**") in compliance with all applicable laws, regulations, and building codes:

The Contractor shall provide all necessary equipment and tools required to provide the Services in a timely and professional manner.

PAYMENT TERMS. The Client agrees to pay the Contractor a fixed amount of _____ (the "**Contract Amount**") for the provided Services. The Contract Amount shall be paid in accordance with the following conditions:

Payment term: The payment is due within _____ days after completion of the Services (the "**Due Date**").

Late payment: If the Client does not pay the Contract Amount by the Due Date, the Client shall be liable to pay interest on the unpaid balance of _____% per month or at the maximum rate permitted by law, whichever is less.

Payment method: The Client shall pay the Contractor by cash.

Taxes: The Contractor shall cover all taxes associated with the Services, including sales tax, use tax, and other applicable taxes.

In addition to the payment terms outlined in this section, the Client agrees to compensate the Contractor for the following Services:

Materials: The Contractor shall purchase all materials necessary to perform the Services. The Client shall reimburse the Contractor for the cost of such materials. The Contractor shall provide the Client with copies of all receipts and invoices for materials purchased.

COMPLETION OF THE SERVICES. The Contractor shall commence on _____ (the "**Commencement Date**") and complete the Services by _____, unless otherwise agreed by both Parties, subject to any extensions granted in writing by the Client. The Contractor shall make every effort to provide the Services in a timely and professional manner, adhering to industry standards and terms specified in this Contract.

Upon completion of the Services, the Contractor shall submit an acceptance certificate (the "**Acceptance Act**") to the Client for signature. This Acceptance Act lists all of the Services provided and states that the Services have been completed in accordance with the Contract. The Client shall have _____ days from the date of receipt of such Act to inspect and test the Services for compliance with the Contract. If the Services are found to be in compliance with the Contract, the Client shall sign the Acceptance Act and submit it to the Contractor.

If the Services are found to be non-compliant with the Contract, the Contractor shall rectify the issues within _____ days without an additional cost to the Client. If the Services align with the terms of the Contract, the Client shall sign the Acceptance Act and submit it to the Contractor.

TERM OF THE CONTRACT & DEFAULT. This Contract shall commence on the Effective Date and shall continue until _____ if the Services have not been completed by that date unless terminated earlier under the terms of this Contract.

Either Party may terminate this Contract at any time by giving the other Party _____ days prior written notice.

Either Party shall be deemed to be in default under this Contract upon the occurrence of any of the following events:

- Failure to perform any obligations under this Contract, continuing for _____ days after receiving written notice, or a longer reasonable period considering the circumstances.
- Breach of any covenants or warranties made by any Party in this Contract.

In the event of such a default, the non-defaulting Party shall have the right, in addition to any other rights provided by this Contract, law, or equity, to terminate this Contract by providing _____ days written notice to the defaulting Party if the latter does not remedy the default within the specified notice period. The non-defaulting Party shall also be entitled to recover all damages resulting from such a default.

In addition, either Party may terminate this Contract immediately upon providing written notice to the other Party if the other Party becomes insolvent or files for bankruptcy.

Upon termination of this Contract, the Client shall pay the Contractor for all Services satisfactorily completed by the Contractor through the date of termination.

RELATIONSHIP OF THE PARTIES. The relationship of the Parties hereunder shall be governed by the following provisions:

- **Independent contractor status.** The Parties acknowledge and agree that the Contractor operates as an independent contractor and not the Client's employee, agent, or representative.
- **Compliance with the law.** The Contractor shall be solely responsible for complying with all applicable laws, rules, and regulations in performing the obligations under this Contract.
- **Non-exclusivity.** The Parties acknowledge and agree that this Contract does not restrict the Contractor from providing similar services to other clients.

ADDITIONAL SERVICES. The Client may ask the Contractor to perform additional services in connection with the flooring Services described in this Contract. Such additional services may include changes to the original specifications, additional installations, or modifications to the Services already provided.

If the Client requests additional services, the Contractor shall provide a written estimate of the cost and time for the additional services. The Parties shall engage in good faith negotiations to agree on the terms and conditions of the additional services.

Any additional agreed-upon services shall be included in this Contract by signing a separate Annex by the Parties, and it shall be subject to all the terms and conditions outlined in this Contract unless the Parties have agreed otherwise.

PERMITS AND REGULATORY APPROVALS. The Contractor shall be responsible for obtaining all necessary permits, licenses, and regulatory approvals required to perform the Services under this Contract, including but not limited to zoning permits, building permits, and environmental permits. The Contractor shall comply with all applicable laws, rules, and regulations when performing the Services under this Contract.

The Client shall cooperate and offer the Contractor reasonable assistance in obtaining any necessary permits, licenses, and regulatory approvals. The Client shall compensate the Contractor for the cost of permits and fees required to perform the Services under this Contract. This reimbursement shall be made upon the receipt of an invoice from the Contractor confirming the incurred expenses.

WARRANTY. The Contractor warrants that all Services provided under this Contract shall be performed professionally, with reasonable care and skill, and in accordance with all applicable laws and regulations. The Contractor guarantees the quality and timely completion of the Services provided under this Contract.

The Contractor guarantees the quality and timely completion of the Services provided under this Contract. If any quality defect is found in the Services within a reasonable time frame after completion of the Services, the Client shall provide the Contractor with the respective notice. The Contractor shall eliminate such defect(s) at no additional cost to the Client within reasonable time, but not later than within _____ days from the date of receipt of the Client's notice (the "**Cure Period**"). Unless waived by the Client, the failure of the Contractor to remedy such defect(s) within the Cure Period shall lead to the automatic termination of this Contract.

INDEMNIFICATION. The Contractor agrees to indemnify and hold harmless the Client from any claims, demands, suits, actions, damages, losses, liabilities, costs, and expenses, including reasonable attorneys' fees, resulting from or related to the Contractor's performance under this Contract. However, if it is found that both the Contractor and the Client contribute to the claim through fault or negligence, the Contractor's indemnification obligation shall be proportionally reduced to the fault attributed to the Client.

INSURANCE. The Contractor shall maintain insurance coverage in amounts sufficient to cover any liability arising from the performance of the Services under this Contract. This coverage should include general liability insurance, property damage insurance. Before commencement of the Services, the Contractor shall provide the Client with a certificate of insurance to confirm such coverage.

FORCE MAJEURE. Neither Party shall be liable for any failure to perform or delay in performing the obligations under this Contract if such failure or delay is caused by events of force majeure, including but not limited to acts of God, war, terrorism, strikes, lockouts, labor disputes, pandemics, governmental regulations, or any other similar cause beyond the reasonable control of the affected Party.

In the case of force majeure, the affected Party shall immediately notify the other Party in writing and provide reasonable proof of the cause of the delay or inability to perform the obligations. The Party affected by force majeure shall endeavor to mitigate the consequences of such circumstances and resume the performance of the obligations as soon as possible after the circumstances cease to exist.

If the force majeure circumstances last more than _____ days, either Party may terminate this Contract by providing written notice to the other Party. In this case, neither Party shall be liable to the other Party for any damages arising from the termination of this Contract.

NOTICE. Any notice or communication required or permitted under this Contract shall be sufficiently given if delivered personally or by certified mail, return receipt requested, to the address specified in the opening paragraph or to such other address as one Party may have furnished to the other in writing or to emails set forth below:

If to the Client: _____

If to the Contractor: _____

Either Party may change its registered mail or email address for receipt of notices by giving written notice to the other Party. Notices shall be deemed received on the day of delivery if sent by hand or courier service or on the third business day after the date of posting if sent by registered mail or email.

CONFIDENTIALITY. The Parties agree to keep all confidential information disclosed during this Contract confidential and not to disclose such information to any third party unless required by law. The Parties agree not to use the confidential information for any purpose other than necessary to fulfill their obligations under this Contract.

This confidentiality clause shall remain in effect after the termination or expiration of this Contract.

GOVERNING LAW AND DISPUTE RESOLUTION. This Contract shall be governed by and construed under the laws of the State of _____, except for its conflict of laws principles. Any action or proceeding arising out of or relating to this Contract or its breach that cannot be resolved through mutual negotiations between the Parties shall be brought exclusively in the courts of the State of _____.

SEVERABILITY. The invalidity or unenforceability of any provision of this Contract shall not affect the validity or enforceability of any other provision of this Contract.

WAIVER. The failure of any party to enforce a particular provision of this Contract shall not constitute a waiver of their right to enforce that provision in the future.

ENTIRE AGREEMENT. This Contract constitutes the entire agreement between the Parties and supersedes all prior or contemporaneous agreements, understandings, negotiations, or discussions, whether oral or written, relating to the subject matter of this Contract. Any amendments or modifications to this Contract must be in writing and signed by both Parties.

ANNEXES. Any annexes, appendices, schedules, and exhibits to this Contract are integral parts of this Contract. In the event of any inconsistencies between the provisions of the main body of this Contract and its Annexes, the provisions of the main body of this Contract shall prevail.

IN WITNESS WHEREOF, the Parties have executed this Contract as of the Effective Date.

THE CLIENT

THE CONTRACTOR

_____, USA

_____, USA

Banking Details

Banking Details

Bank name: _____

Bank name: _____

Account number: _____

Account number: _____

(Place for signature)

(Place for signature)

SERVICES ACCEPTANCE ACT

to the Flooring Contract dated _____

We, the undersigned,

_____, an individual having the usual place of living at _____
(hereinafter referred to as the "**Client**"), and

_____, an individual having the usual place of living at _____
(hereinafter referred to as the "**Contractor**"), collectively referred to as the
"**Parties**" and individually as a "**Party**",

acting voluntarily and completely aware of our actions, have concluded this Acceptance
Act to the Flooring Contract dated _____, confirming the following:

The Parties confirm that the Contractor has provided and the Client has accepted the
following Services:

Type of the Services:

Dates/period of the Services provision: _____ – _____

Price of the Services: _____.

Payment procedure and terms: The Contract Amount shall be paid in accordance with
the following conditions:

Payment term: The payment is due within _____ days after completion of
the Services (the "**Due Date**").

The Parties confirm that the Services are provided in a quality manner and in accordance with the law. The Parties have no claims against each other.

This Acceptance Act is an integral part of the Flooring Contract dated _____.

THE CLIENT

THE CONTRACTOR

_____, USA

_____, USA

(Place for signature)

(Place for signature)
