



133 William Donnelly Industrial Parkway  
Waverly, NY 14892  
607-565-7012

## **CONTRACT FOR WORK**

This contract for work is made as of \_\_\_\_\_ by and between Granite Works, LLC. and \_\_\_\_\_, (herein after referred to as customer) who desires Granite Works, LLC to provide services to customer and customer desires to obtain such services from Granite Works, LLC.

### **SELECTIONS:**

Before receiving an estimate it is recommended that the customer narrow down options based on cabinet, tile and/or other items that may affect the final decision. Before we can start the scheduling process, all details must be confirmed, including but not limited to product, color, edge style(s), sink option(s) and backsplash option(s) and payments must be paid in full based on the final selected details.

Actual slabs will be tagged and approved for the project prior to scheduling.

### **ESTIMATES:**

Our estimate is based on the drawing provided by either the customer or the contractor. Prices are subject to change to our measurements and templates. The price received includes one trip for templating and one trip for installation. Additional trips can be completed at an additional charge of \$125.00 for each additional trip, scheduled on a day that that best meets our schedule demands.

### **SCHEDULING:**

#### **Template:**

All details must be confirmed prior to scheduling a template. Customer must be on site at time of template to confirm all information in writing. All items purchased outside of Granite Works, LLC, including but not limited to sinks, free standing range, slide in range, down draft and/or cook tops must be on site at time of template. Apron front/farm sinks must be installed prior to our template visit, unless the sink manufacture suggests otherwise. All cabinets receiving countertops must be permanently installed, set, level and properly secured to the wall and/or floor and no adjustments are to be made after the completion of a template. Granite Works, LLC will not level or adjust cabinets. Granite Works, LLC. HIGHLY recommends that NO ADJUSTMENTS be made after the completion of a template. If cabinets are adjusted after the completion of a template, a secondary template must be completed at an additional charge of \$150.00.

Granite Works, LLC.'s success rate is highest if we are able to template on bare cabinetry (no existing countertops). If your project is an existing kitchen or remodel and your existing countertops cannot be removed before your scheduled template, the countertops must be cleared off and no fixtures, dishes, décor, etc. are to be left of the existing countertop. By choosing to template over an existing countertop, you are acknowledging that you understand the possibility for unnecessary gapping and acknowledge that Granite Works, LLC. cannot be held responsible for said possible gapping.

Tear out and disposal services are available at an extra service charge. Should the customer choose to hire Granite Works, LLC. to complete a tear out service, Granite Works, LLC. cannot be held responsible for any patchwork that may be required after the tear out of your old countertop, including but not limited to wallpaper, tile, spackle, trim, mirrors, etc. Granite Works, LLC cannot accept any responsibility for the integrity of the cabinets or any knee walls after removal of the old countertops. Should Granite Works, LLC determine that there is an issue with your cabinets, the determination, if possible, will be made at the time of template and Granite Works, LLC. reserves the right to re-schedule your template and/or installation until proper adjustments have been made.

#### Fabrication:

Fabrication will not begin until all information has been confirmed in writing with the customer, including but not limited to layout confirmation, sink information, any and all cut out information, edge profiles, etc. There is a 24 hour grace period between template and fabrication that allows for any changes in the confirmed details without having to reschedule your installation date. Signed template dimensions will be placed on your slab by our fabrication team who will determine the best placement. Some granite has variations and movement. An appointment to view slabs prior to template date is highly recommended. Granite Works, LLC. suggests that the customer select their individual slabs, and complete a layout on any directional stones (stones with movement). All layouts are required to be completed the next business day after template. This gives the customer the opportunity to choose the quadrant of the stone and to discuss seam placement with our fabrication team. This layout process can also be completed via email. If the home owner chooses to waive the right to a layout, the home owner therefore accepts the direction and color of the stone as well as the seam placement, as is. All seams are completed within stone industry standards. A copy of these standards are available in the Homeowner's Guide to Countertop Installation which can be found at <http://www.marble-institute.com/consumers/index.cfm>.

#### Installation:

Installation dates are scheduled 3-7 business days after the completion of your template, depending on selections, inventory and availability of material(s). The customer must be on site at time of installation and available to complete the Certification of Completion. Cabinets must be ready to accept the countertop installation. All plumbing must be disconnected prior to the delivery of the countertops. All faucets and other accessories requiring a hole to be drilled into the countertop must be on site at time of installation. Our installation crew will attach an under mount sink and/or test fit your drop in sink and/or cook top stove. Granite Works, LLC does not install drop in sinks. This is the responsibility of individual that is reconnecting your plumbing. Granite Works, LLC. does not install your cook top stove. This is the responsibility of the customer or their contractor.

Granite Works, LLC is not responsible for moving any major appliance(s). If appliance(s) cannot be moved before the installation date, a seam can be/will be added for installation purposes OR

you have the option to sign the waiver on our Certificate of Completion agreeing that Granite Works, LLC cannot be held responsible for any damages caused by moving any appliances.

**ADDITIONAL INFORMATION:**

All payments for materials and services must be paid in full prior to scheduling. Should pricing increase after the completion of a template, the balance must be paid in full within 24 hours and before fabrication begins. Should the new balance not be paid within the 24 hour grace period, Granite Works, LLC reserves the right to reschedule your installation date. Should there be a decrease in cost after the completion of a template, a refund will be mailed to you within 7 days after the completion of the installation.

Granite Works, LLC does not offer electrical work. We ask that you DO NOT schedule any other trades such as plumbing, electrical work, floor preparation, etc on the same day as Granite Works, LLC is scheduled to be in your home. Should there be other trades scheduled at the same time as our services, we reserve the right to reschedule your installation.

Granite Works, LLC does not mount or recommend mounting a dishwasher to the countertops. If a dishwasher is not mounted to the cabinetry we recommend using a dishwasher mounting bracket, which can be supplied at an additional and minimal charge.

If the countertops are not correct, we need to be notified immediately (within 72 hours). We will not be responsible for any work that is done after the countertops are installed, including but not limited to tile, plumbing, painting, wallpaper, etc.

**DESCRIPTION OF SERVICES:**

Granite Works, LLC will provide to customer the following services as specified on quote #\_\_\_\_\_ as provided to the customer by Granite Works, LLC. and said quote is attached.

All material is guaranteed to be as specified. All work to be completed in a professional manner, according to standard practices. Any alteration or deviation from the description of services as indicated on quote#\_\_\_\_\_will be at an additional cost over and above this agreement. This agreement is contingent upon accidents or delays beyond our control. In the event of a breach of this contract, the non-defaulting party shall be entitled to seek reasonable attorney fees incurred in connection with such default. All balances not paid in accordance with this agreement will result in the charge of an interest rate of 2% per month (24% per year) applicable on the amount owed. After 90 days if the balance and finance charges are not paid, the balance will increase by 25% per year, finance charges will be removed and the account will be turned over to our collections agency and a Mechanics Lien will be placed on the subject property. If payment is not made in full, all warranties are null and void.

The prices, specification and conditions are satisfactory and are accepted. Granite Works, LLC is authorized to do the work specified. Payments will be made as outline above.

Customer: \_\_\_\_\_

Date: \_\_\_\_\_

Granite Works, LLC.  
Representative: \_\_\_\_\_

Date: \_\_\_\_\_