



1172 Hammond Street, Suite 3,
Bangor, Maine 04401

Customer Agreement Form

The following is a mutual agreement of sale and services between _____ (“Customer”) of _____, Maine, _____ and the business Atlantic Granite (“AG”).

The terms of the agreement are predicated on estimate # _____ dated _____ and are as follows:

A. SERVICES. Atlantic Granite will provide the following services to the Customer:

1. Templating of the customer’s existing cabinetry for the installation of new stone countertop(s).
2. Fabrication of new stone countertop(s) according to the template and/or measurements generated by Atlantic Granite.
3. Delivery of new stone countertop(s) to the customer’s address written above.
4. Installation of new stone countertop(s). Includes the attachment of the customer’s sink to the new countertop, if applicable.

*Additional services to be performed, if applicable:

1. _____
2. _____
3. _____

Initial: _____

B. ESTIMATE & ORDERING. Atlantic Granite will provide an estimate based on the dimensions and specifications provided by the customer. Estimates will vary depending on the size of the project, stone choice, customization, etc. AG will use the estimate to determine an approximate payment amount between AG and the Customer. For items not included with the customer’s information, such as overhangs or backsplashes, AG will use company standards to assist or finalize the completion of the estimate.

The customer may choose a stone based on AG’s showroom samples or by a lot number on the vendor’s website. Once the customer has decided on their stone and has made a deposit, the template will be scheduled and AG will coordinate a time for the stones delivered (approximately around the time of the template).

Stone #1 Information:

Name/Color: _____ Type: _____

Finish: _____ Price per square foot: \$ _____

*Additional stones and information will be attached on a separate sheet.

The color/shade of the materials shown will vary significantly based on individual monitor settings, resolution, room lighting, and camera used. Our vendors recommend using pictures primarily to visualize the movements, patterns, veining, grain structure, imperfections, and other prominent characteristics of the material. Do not make color/shade decisions based solely on the pictures. The pictures shown represent the first slab in each bundle. Sequential slabs may vary in color, movement, and pattern.

Vendors strive to provide accurate bundle-level pictures, but discrepancies may exist. Vendors do not guarantee the pictures shown will represent the actual material available. The sizes shown are approximate only and subject to verification.

Natural stones are products of nature and are subject to variations in veining, color, and patterns. Natural stone may also have areas of oxidization or “rust” spots, which are elemental imperfections and are part of the stone’s biology. *Atlantic Granite is not liable for any finalized pieces that result in the appearance of any imperfections.*

The name displayed does not necessarily represent the only industry name for a particular color and does not necessarily represent the actual colors prominent in the material.

If the Customer's stone arrives in poor condition (cracked, fissures, chipped, etc.), AG reserves the right to send the stone back to the vendor to be replaced, which may cause a delay in the project.

Delays, situations, or issues may occur, including the postponement of stones to the port for vendors to obtain, particular stones not being available for purchase, stones that require a longer delivery time, or the insufficient amount of employees at one or more quarries or vendors, which may affect scheduling, stone obtainment, deliveries, etc.

Initial: _____

C. DEPOSIT. The customer's first payment to Atlantic Granite is the deposit.

Deposit (50%) = \$ _____ (*due before scheduling a template date)

*Payment must be paid by cash, credit/debit card, or check made out to Atlantic Granite.

Initial: _____

D. SCHEDULING. Atlantic Granite will schedule the customer's template per the current schedule's timeframe. For AG to template the customer's countertops, the items in Section E are required to be completed. Due to the current schedule, job size, stone selection/availability, customizations, location of the job, etc., **TEMPLATE DATES ARE SUBJECT TO CHANGE TO ENSURE THAT ALL CUSTOMERS GET THE BEST QUALITY OF WORK & SERVICE. AG ALSO RESERVES THE RIGHT TO CANCEL AND RESCHEDULE ANY TEMPLATE DATE.**

*No rescheduling fee will be applied if Atlantic Granite needs to reschedule.

Initial: _____

E. PRE-TEMPLATE. Atlantic Granite requires customers to have the following tasks completed **before** the template date:

1. All existing countertops, backsplashes/side splashes, vanity tops, sinks, faucets, appliances, and other items have been removed. Removing the old countertops provides a "clean slate" for Atlantic Granite to view the structure and stability of the cabinets. This also allows AG to determine the location of a seam if needed.
2. All cabinets (OLD & NEW) are in place, level, and secure. Cabinets on top of the countertops must be in after the new countertops are in place. Our tops will be templated to be square, straight, and plum; this ensures that if the cabinetry is not level or even, the countertops will still be consistent. *This may result in uneven overhangs and reveals.*
3. Have at least 1 functioning outlet. The outlet must allow a 15' extension cord to reach and access all countertops. If multiple rooms are being templated, more functioning outlets may be required.
4. All necessary panels, trim, etc. must be installed and secure.
5. Sheetrock has been completely installed.
6. Disconnect all plumbing. Turn off/unplug stoves/ranges/ovens.
7. Stoves/ranges are pulled out. This is so that can run a level across the front of the cabinets to confirm they are even, level, secure, etc.
8. Mountable items such as the sink, faucet, soap dispenser, cooktop, etc., are on-site. The templater will bring those items to the shop to complete precise measurements and layouts and return items upon installation. It is at this time all seams if needed, will be planned out. (Farm/apron sinks must be set correctly before the template date).
9. All project details (stone type/color, radiuses, edging, backsplashes, the number of faucet holes, etc.) are determined and confirmed.
10. You or a representative (age 18 or older) are present during the template to answer questions and approve all related-related details.

Sinks and faucets **must** be present and inspected by both the Foreman and customer; these will be brought to the shop for templating and dry fitting before returning on the installation date. If any issues emerge, AG will contact the Customer with alternative solutions (ex: an under-mount sink not fitting in the sink box - needing room for anchors, hooks, etc. - so it has to be a drop-in sink).

The customer is required to sign the Atlantic Granite Template Sheet once complete; by signing the Atlantic Granite Template Sheet, the customer agrees to the suggested/needed changes, information, dimensions, specifications, layout(s), etc. Once the template is returned to the office, all dimensions and measurements obtained by Atlantic Granite will be recalculated and the remaining balance will be adjusted, accordingly.

*Atlantic Granite's foreman will review Template Checklist. It is at the discretion of the foreman whether or not the requirements were met or completed. If tasks are incomplete, the customer will have to reschedule a new template date and a **\$250 RESCHEDULING FEE TO THE CUSTOMER'S FINAL INVOICE.**

*THE CUSTOMER IS RESPONSIBLE FOR INFORMING AG OF ANY DELAY CONCERNING THE PREPARATION FOR THE TEMPLATE DATE. FAILURE TO MEET THE REQUIREMENTS WILL RESULT IN RESCHEDULING THE CUSTOMER'S DATE, DELAYING THE PROJECT AS WELL AS ADDING A **\$250 RESCHEDULING FEE TO THE CUSTOMER'S FINAL INVOICE**

Initial: _____

F. TEMPLATE. Atlantic Granite will measure and/or create physical layouts of the project using coroplast templating strips, allowing AG to create a structure and design for the customer to view. All final decisions regarding edging detail, radiuses, backsplashes, etc. are due. AG will discuss the template at completion and draw the layout. The customer must sign the respective form agreeing to the items discussed and the layout. At the end of the template, the Final Payment #1 payment is due.

*Final Payment #1 (25%) due upon template completion = \$ _____

*Payment must be paid by cash, credit/debit card, or check made out to Atlantic Granite.

Initial: _____

G. FABRICATION. Atlantic Granite will take the layouts from the template and place them onto the appropriate stones to mark the dimensions and specifications. AG will then cut into the stone with a bridge saw and transfer the pieces onto fabrication tables to be hand polished with wet/air polishers. Touch-ups and sealing (natural stone only) will be done before loading the stone onto the box truck to be delivered. AG will prep any seams during this stage, cut the sinkhole, drill faucet holes, and cut and polish any backsplashes.

*THERE IS NO SET TIME FRAME OF NOTICE IF THE STONE IS DAMAGED. FABRICATED STONE HAS A HIGH RISK OF DAMAGE THROUGHOUT THE ENTIRE PROCESS, EVEN IF THE STONE IS FABRICATED CORRECTLY AND WITH CARE. THIS FORM WILL ACT AS AN ACKNOWLEDGMENT ON BEHALF OF THE CUSTOMER.

INSTALLATION DATES ARE SUBJECT TO CHANGE TO ENSURE THAT ALL CUSTOMERS GET THE BEST QUALITY OF WORK & SERVICE. AG ALSO RESERVES THE RIGHT TO CANCEL AND RESCHEDULE ANY INSTALLATION DATE. *No rescheduling fee will be applied if Atlantic Granite needs to reschedule.

Initial: _____

H. PRE-INSTALLATION. The customer is required to complete the following items on the Install Checklist:

1. Create a clear path throughout the appropriate areas to allow easy access for installation. This includes shoveling and salting a path during winter months.
2. Remove all items from the cabinets.
3. Remove all breakable items, such as mirrors, vases, lamps, wall hangings, etc., from installation areas.
4. Disconnect and remove all plumbing. Turn off/unplug and remove stoves/ranges/ovens.
5. Cover any furniture, vents, or areas, especially the installation areas, if you wish to minimize the obtainment of dust and debris.
6. Children and pets are away from the installation areas.
7. You or a representative (age 18 or older) are present to answer questions and approve all project-related details during the installation.

*Due to the current schedule, job size, stone selection/availability, customizations, location of the job, etc., INSTALLATION DATES ARE SUBJECT TO CHANGE TO ENSURE THAT ALL CUSTOMERS GET THE BEST QUALITY OF WORK & SERVICE. AG ALSO RESERVES THE RIGHT TO CANCEL AND RESCHEDULE ANY TEMPLATE DATE.

*Atlantic Granite's foreman will review the Install Checklist. It is at the discretion of the foreman whether or not the requirements were met or completed. If tasks are incomplete, the customer will have to reschedule a new installation date and a **\$500 RESCHEDULING FEE TO THE CUSTOMER'S FINAL INVOICE.**

*THE CUSTOMER IS RESPONSIBLE FOR INFORMING AG OF ANY DELAY CONCERNING THE PREPARATION FOR THE TEMPLATE DATE. FAILURE TO MEET THE REQUIREMENTS WILL RESULT IN RESCHEDULING THE CUSTOMER'S DATE, DELAYING THE PROJECT AS WELL AS ADDING A **\$500 RESCHEDULING FEE TO THE CUSTOMER'S FINAL INVOICE**

Initial: _____

I. INSTALLATION. AG will deliver the stone to the Customer's address and direct the pieces to the project area. AG will place the stone(s) onto the cabinets to ensure the pieces are correct, then caulk the areas with a silicone adhesive to help hold the stone in place. AG will tend to any seams and attach any backsplashes during this time. At the end of the installation, the Final Payment #2 payment is due.

*Final Payment #2 (25%) due upon installation completion = \$ _____

*Payment must be paid by cash, credit/debit card, or check made out to Atlantic Granite.

*If installing pieces remain, the Customer must pay for the installed sections. The new remaining balance will be due once the other pieces have been installed. If the remaining balance is not paid in full after 24 hours, AG reserves the right to seek legal alternative approaches and procedures to obtain the Customer's outstanding balance. AG will not be obligated to send a notice to the Customer, and *this Agreement will act as the appropriate notice.*

*If there are any issues, problems, or concerns regarding the payments, you may contact Janel Hewes, owner, at (207) 745-0645.

Initial: _____

J. ADDITIONAL TERMS AND CONDITIONS, DISCLOSURES, & DISCLAIMERS.

With Atlantic Granite's approval, the customer may issue a written, general scope of any additional/altered services. Acceptable physical/written notice forms are pen and paper (including the Change Order Form), emails, and text messages.

The Customer will contact AG when issues or situations, including ones unbeknownst to the Customer, both personally and professionally, are present or have a high probability of presenting an obstruction to the project. AG understands that "life happens" and that reciprocal communication is vital for the entire process.

Atlantic Granite is not liable for any *incidental* damages that may occur during the template or installation.

Customers, representatives, contractors/subcontractors, etc. are advised not to interfere during templating or installation and give Atlantic Granite ample space to perform the services.

The customers, representatives, contractors/subcontractors ENTER THE INSTALL ZONE AT THEIR OWN RISK. If the customers, representatives, contractors/subcontractors enter the installation zone, AG shall not be held liable for any damages, injuries, delays, etc., that may come about.

The customer is responsible for ensuring the stone's longevity once AG installs the stone(s). AG will provide a Care and Maintenance guide and direct the Customer to alternative information outlooks, such as websites.

Several of Atlantic Granite's vendors/manufacturers offer limited lifetime warranties. If the customer wishes to accept the warranty, the customer must read and understand the terms and conditions with the appropriate vendors/manufacturers. The customer also understands that Atlantic Granite is and will never be held liable for all terms and conditions according to all warranties, no matter the vendors/manufacturers. All issues regarding the limited lifetime warranties are between the customer and the respective vendor.

Atlantic Granite warrants that its personnel possesses competency consistent with applicable industry standards in performing their services. No other representation, express or implied, and no warranty or guarantee are included or intended for this project or any report, opinion, deliverable, work product, document, or otherwise. Furthermore, there is no guarantee as to the effectiveness or value of any services performed.

Atlantic Granite shall not be responsible for delays or failures that arise from causes beyond Atlantic Granite's control. Such reasons may include acts of God or the public enemy, fires, floods, epidemics, riots, quarantine restrictions, strikes, freight embargoes, earthquakes, electrical outages, computer or communications failures, severe weather, acts or omissions of subcontractors or third parties, and the stone's biology.

The Customer will cooperate with Atlantic Granite to execute appropriate documents to achieve this Agreement's objectives. The Customer agrees that Atlantic Granite's performance is dependent on the Customer's timely and practical cooperation with Atlantic Granite. Any miscommunication by the Customer may result in Atlantic Granite's release from an obligation or scheduled deadline. The Customer may have to pay extra fees for Atlantic Granite's agreement to meet a specific responsibility or deadline despite the delay.

For any insecurities concerning the Customer's ability to pay for the services in a timely fashion, Atlantic Granite will require, in writing, adequate assurances of the Customer's ability to meet its payment obligations. Unless the Customer provides the guarantees in a reasonable time and manner

acceptable to Atlantic Granite and any other rights and remedies available, Atlantic Granite may partially or suspend its performance while awaiting assurances, without any liability.

Nothing in this Agreement or elsewhere will prohibit or limit the Atlantic Granite's ownership and use of ideas, concepts, know-how, methods, models, data, techniques, skill knowledge, and experience used, developed, or gained in connection with this Agreement. Atlantic Granite shall have the right to use all data collected or generated.

Maine's laws will govern all projects without regard to the principles of conflicts of law.

Initial: _____

By signing below, the customer has read and initialed each section of the Customer Agreement Form, understanding and agreeing to each section's terms and conditions, as well as understanding and agreeing to the Customer Agreement Form as a whole, thus proceeding with sales and services from Atlantic Granite.

BOTH PARTIES ADHERE TO THIS AGREEMENT AS OF

the _____ of _____ in the year _____

Customer Name: _____

(Print Name)

Customer Name: _____

(Signature)

Darren W. Hatch, *Sales Representative*, Atlantic Granite

(Signature)

*This form is a product of professional service contract templates and Atlantic Granite policies and procedures.