

# THE KITCHENWORKS

1808 EAST SUNRISE BLVD.  
FORT LAUDERDALE, FL 33304  
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INTERIOR DESIGN LICENSE #4103

Mr. Gary Palmer  
2873 NE 35<sup>th</sup> St.  
Fort Lauderdale, FL

March 7<sup>th</sup>, 2017

## PROPOSAL

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We propose to furnish Sorrento custom cabinetry as per The Kitchenworks drawings. This cabinetry is priced in a  $\frac{3}{4}$ " European plywood box with  $\frac{1}{2}$ " thick solid maple, finger-dovetailed, self-closing drawer boxes with  $\frac{3}{4}$ " extension drawer glides. Kitchen cabinetry is designed to extend up to 96" and will be capped with a horizontal trim moulding. Matching wood toe kicks and recessed bottoms in the wall cabinets for task lighting are included (actual lighting is not included in this contract).

### Kitchen

The range wall will feature space for a 48" w. stainless steel refrigerator at the far left end of the wall enclosed by a tall doorstyle panel to the left, a tall end panel to the right and a 24" w. solid door wall cabinet above. Following, to the right, there will be a bank of three drawers with a utensil top drawer, space for a 36" w. range, a bank of three drawers with spice drawer on top, a tall oven column with a cut-out for a microwave oven and a single oven and a section above with tray dividers, a tall pantry cabinet with (5) roll-out shelves within, a bank of three drawers and a lazy Charlie base cabinet in the far right corner of the wall with a Richelieu Le Mans system within. Above these last two base cabinets, there will be (2) 15" d. solid door wall cabinets.

Perpendicularly, there will be a dining settee comprised of (4) single deep drawer banks with an 1-1/2" th. matching wood top applied above. Settee will have a flush toe.

The outer peninsula will feature, along the width of the front side, a 9" d. open bookcase base cabinet with finished interiors and overlay frame applied on front. There will be a doorstyle panel applied to the exposed side of the peninsula. The countertop on the seating side will be supported by a stem support clad in

doorstyle paneling. On the side facing the kitchen, the peninsula will include space for a 24" w. under-the-counter wine refrigerator with a custom panel on front, a bank of three drawers and space for a 24" w. under-the-counter refrigerator at the right end with a custom panel on front.

The island will feature a sink base cabinet in the center. To the immediate left of the sink, there will be space for a 24" w. dishwasher with a custom panel on front and a bank of three drawers at the far left end. To the immediate right of the sink, there will be space for a 15" w. ice maker with a custom panel on front and a base cabinet at the far right end with a double pull-out trash and a double silverware drawer on top. The short sides of the island will be prepped for a waterfall edge countertop (stonework by Others). The face of the island will be clad in doorstyle paneling.

Sorrento Cabinetry, plywood boxes  
 Doorstyle: Slab  
 Finish: Custom Paint on MDF Doors: \$40,939.

*Option, to stainless steel Antaro drawers and Roll-outs, add:* + \$ 6,279.

If Option Approved, Initial

Cabinetry Sub-Total (with Option):	\$47,218.
Less Contractor's Discount 5%:	- \$ 2,360.
<b>Cabinetry Total:</b>	<b>\$44,858.</b>

Prices include cabinetry, all applicable sales tax, delivery and installation.

**If you would like to proceed with elevation drawings, we require a 10% retainer to draw elevations for the room listed above. This retainer will be credited towards the purchase of the kitchen upon ordering.**

**Retainer Fee:** \$ 4,485.

**Terms and Conditions:**

Cabinetry Total:	\$44,858.
Credit for Retainer Fee:	- \$ 4,485.
<b>Contract Total:</b>	<b>\$40,373.</b>

Amount Due Upon Acceptance:	\$18,436.
Amount Due Upon Delivery:	\$18,437.
Installation Due Upon Completion:	\$ 3,500.



**Purchaser understands and agrees that all amounts are payable when due as shown above, and that all overdue amounts shall accrue interest at a rate of 10% per annum.**

1. The design fee for the kitchen will be credited toward the purchase price of the kitchen, to be applied at the time of acceptance of the proposal and payment of the amount due upon acceptance. A separate design fee will apply for master bathroom, master suite, other bathrooms, bars, entertainment centers, etc. and said design fee will be credited toward the purchase of those said additional rooms. Should the additional rooms not be purchased from the Seller directly, the design fee for said additional rooms is non-refundable.
2. The deliver date, when given, shall be deemed to be approximate and performance is subject to delays caused by strikes, fires, acts of God or other reasons not under the control of the Seller, as well as the availability of the product at the time of delivery.
3. The Purchaser agrees to accept delivery of the product or products when the said product(s) are ready. If for any reason the job site is not ready for the product(s), the purchaser agrees to pay storage fees and all additional moving expenses. The risk of loss, as to damage or destruction, shall be upon the Purchaser upon delivery and receipt of the product.
4. The Purchaser understands that the products described are specially designed and custom built, and that the Seller takes immediate steps upon execution of this Agreement to design, order and construct those items set forth herein. Therefore, this Agreement is not subject to cancellation by the Purchaser for any reason.
5. No installation (including appliances not purchased directly from Seller), plumbing, electrical, flooring, decorating or other construction work is to be provided unless is understood that the price agreed upon herein does not include possible expense entailed in coping with hidden or unknown contingencies found at the job site. In the event such contingencies arise and the Seller is required to furnish labor or materials or otherwise perform work not provided for or contemplated by the Seller, the actual cost plus twenty percent (20%) thereof will be paid for by the Purchaser. Such contingencies include, but are not limited to, inability to reuse existing water, vent and waste pipes; air shafts, ducts, grills, louvers and registers; the relocation of concealed pipes, risers, wiring or conduits, the presence of which cannot be determined until the work has commenced; or, imperfections, rotting or decay in the structure or parts thereof necessitating replacement.
6. Title to the items sold pursuant to this Agreement shall not pass to the Purchaser until the full price as set forth above is paid to the Seller.
7. This Agreement sets forth the entire transaction between the parties. Any and all prior agreements, warranties or representations made by either party are superseded by this Agreement. All changes in this Agreement shall be made by a separate document and executed with the same formalities. No agent of the Seller, unless authorized in writing by the Seller, has any authority to waive, alter

or enlarge this Agreement, or to make any new or substituted or different contracts, representations or warranties.

8. The Seller retains the right upon breach of this Agreement by the Purchaser to sell those items in the Seller's possession. In effecting any resale on breach of this Agreement by the Purchaser, the Seller shall be deemed to act in the capacity of agent for the Purchaser. The Purchaser shall be liable for any net deficiency on resale as contemplated herein.
9. Warranties, all merchandise is subject to the manufacturer's warranty. Manufacture assumes responsibility for merchandise functionality and performance issues. Service or replacement after delivery is at the discretion of the manufacturer.
10. The Seller agrees that it will perform this contract in conformity with customary industry practices. The Purchaser agrees that any claim for adjustment shall not be reason or cause for failure to make payment of the purchase price in full. Should any unresolved controversy or claim arise from or under this Agreement, venue for any court or arbitration proceedings shall be in Broward County, Florida. In the event either party herein brings suit, the prevailing party shall be entitled to all costs incurred in connection with such action, including a reasonable attorney's fee. Purchaser agrees that Purchaser shall be liable for all expenses incurred in connection with any action Seller may have to take for collection of amounts not paid in compliance with this agreement.

Respectfully Submitted,

  
Susan Rocco ("Seller")

Accepted by:

Printed Name: \_\_\_\_\_ ("Purchaser")

Dated: \_\_\_\_\_