



Custom work agreement

Moore Crafts and Woodworks LLC

www.moorewoodworks.com 740-966-1178

facebook.com/moorecraftsandwoodworks / email: info@moorewoodworks.com

This agreement/contract is between Moore crafts and woodworks LLC (herein after also known as mcaw) and _____ (client(s)).

After the client's approval of design, cost, date of approximate completion of work, and the signing of this agreement, mcaw requires 75% the estimate. This includes the cost of materials (wood, hardware, glue, stain, finish, and shop items) plus labor as stated on given estimate and the client(s) agrees to these terms. This initial payment of 75% is non refundable once materials has been purchased and the start of production has began.

Once the product(s) is completed the client(s) will be informed and a pickup/delivery date and time will be established. The client(s) will pay the full remaining balance before the product(s) is released to them for ownership.

Once informed of completion of the product(s) the client will have thirty (30) days to make the full payment. If full payment is not made by the 30th day, Moore crafts and woodworks LLC has the right to sell the product(s) on the 31st day unless a new agreement is made between mcaw and the client. Moore crafts and woodworks LLC is not obligated to refund the client the deposit, nor is Moore crafts and woodworks LLC obligated to pay or reimburse the client anything from the sale of the product(s).

_____ (initial)

In the event mcaw shall be required to institute legal proceedings for recovery of any payments due hereunder, Purchaser (client) shall pay all costs, including attorney fees and paralegal fees incurred by mcaw as a result of such default in payment regardless of whether a lawsuit shall be instituted.

The client understands that any changes made after an agreement/approval can result in a additional fees or cost. This will cover the cost of any new materials needed and/or CAD changes.

The client(s) understands that the product(s) described are specially designed and custom built and that mcaw takes immediate steps upon execution of this Agreement to design, order and construct the product(s) set forth herein; therefore, this agreement is not subject to cancellation by the client(s) for any reason.

The customer agrees that while every effort is made to hand select the best materials for the project, wood and wood products are natural and thus have variation in grain, color, and texture. Wood also has irregularities in growth that can produce knots, mineral streaks, dark or light patches and et cetera which are all considered enhancements to the character of the wood and overall product.

The client also understands that wood can and will react in varying degrees to changing temperature and humidity by expanding and contracting. This movement may cause tight fitting parts to bind, surfaces to warp or twist or move out of square. This constant flux of movement can produce surface checking, or hairline cracks at the joints which are not considered flaws. Exposures to more severe variations in temperature and humidity as well as sunlight may also cause finishes to change in appearance or fail. The client understands and accepts these risks and agrees to hold Moore crafts and woodworks harmless for any undesirable characteristics that my develop over time.

Mcaw is not responsible for any damages to the finished product or finish as a result misuse.

Joinery, fasteners, finish, and method will be at the discretion of mcaw, unless called out by in the design.



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The client(s) understands that the schedule date is approximate and is given with consideration to other products in the shop at the same time. While every effort will be made to adhere to the schedule, the client(s) understands that schedule overruns are sometimes avoidable, and that mcaw will not be held responsible for any additional cost or liabilities incurred by the client(s) as a result of the product not meeting the given schedule.

If the design was made by mcaw then the design as drawn in its final form will become the joint property of mcaw and the client(s) during the production of the product(s). Once completion of the product(s) is done, mcaw will have full ownership of the design unless the design and/or drawing is the client's original. The CAD files, hand drawings and any plans/drawings made by use of software will remain the property of mcaw.

No royalties or permission are required by either party to use the design or portions of the design in another project. This is void if mcaw designed, or did any CAD, drawing, or other planning. If mcaw did any designing, CAD, drawing, or other planning, and the client(s) decide to not use mcaw there will be a minimum fee of \$100. After the fee is paid, the design, CAD, or drawing will be the property of the client(s).

The client(s) understands that the progress and completion of the product(s) could be used on mcaw's social media and/or mcaw's website. Mcaw will not publish or share anything personal of the client(s) such as but not limited to: name, address, phone number, email address, agreed price, personal information, or personal social media. Also any pictures mcaw takes of product can be used for mcaw portfolio.

Client **agrees** to have product(s) shared on social media / website.

Client(s) **does not** want product(s) Shared on social media / website.

By signing this agreement you are agreeing to all terms and conditions, and that you fully understand the agreement.

Moore crafts and woodworks

Client

Name: _____

Name: _____

Sign: _____

Sign: _____

Date: _____

Date: _____