

FLOORING CONTRACT

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This Flooring Contract (this "**Contract**") is entered into as of [EFFECTIVE DATE] (the "**Effective Date**") by and between:

[CONTRACTOR LEGAL NAME], a [STATE] [ENTITY TYPE, e.g. limited liability company] with its principal place of business at [CONTRACTOR ADDRESS] ("**Contractor**"); and

[CUSTOMER NAME], with an address at [CUSTOMER ADDRESS] ("**Customer**").

Contractor and Customer are each a "**Party**" and together the "**Parties**."

Recitals. Customer owns or controls the property located at [PROPERTY ADDRESS] (the "**Property**") and wishes to engage Contractor to supply and/or install flooring at the Property. Contractor is in the business of providing flooring services and wishes to perform that work on the terms below. In consideration of the mutual promises below, the Parties agree as follows.

1. Scope of Work

1.1 Work. Contractor will furnish the labor, materials, and equipment necessary to supply and install the flooring described in **Exhibit A** (the "**Work**"), including product type (for example, hardwood, laminate, luxury vinyl, tile, or carpet), the rooms and square footage, and the transitions and trim to be installed.

1.2 Subfloor preparation. Unless Exhibit A states otherwise, the Work includes reasonable subfloor preparation such as cleaning, leveling within product tolerances, and installing required underlayment or moisture barrier. Major subfloor repair or replacement is not included unless listed.

1.3 Removal and disposal. The Work [INCLUDES / DOES NOT INCLUDE] removal and disposal of existing flooring. If included, Contractor will haul away removed materials in accordance with applicable disposal rules.

1.4 Exclusions. Unless expressly listed in Exhibit A, the Work does not include moving heavy furniture or appliances, disconnecting or reconnecting plumbing, baseboard replacement, asbestos or mold abatement, or HVAC or electrical relocation.

2. Materials, Measurement, and Acclimation

2.1 Materials. Contractor will furnish new flooring materials of the grade and product line specified in Exhibit A. Customer-supplied materials are installed at Customer's risk and are not covered by Contractor's workmanship warranty for material defects.

2.2 Measurement and waste. Quantities include a reasonable allowance for cutting, waste, and pattern matching. Dye-lot, grain, and shade variation are inherent in natural and manufactured flooring and are not defects.

2.3 Acclimation. Where the manufacturer requires acclimation of materials to the installation environment, Customer will maintain the Property at the temperature and humidity specified and allow the required acclimation period.

2.4 Site conditions. Contractor's pricing assumes a structurally sound, dry, and accessible subfloor. Conditions such as excessive moisture, unevenness beyond tolerance, or hidden damage are addressed under Section 5.

3. Schedule

3.1 Commencement and completion. Contractor will begin the Work on or about [START DATE] and will use commercially reasonable efforts to achieve substantial completion by [TARGET COMPLETION DATE], subject to material availability, acclimation, curing times, and matters beyond Contractor's reasonable control.

3.2 Access and readiness. Customer will provide reasonable access to the Property and the work areas, clear the areas of personal items, and secure pets during the Work. Delays caused by lack of access or readiness may extend the schedule and adjust pricing.

3.3 Use restrictions. Customer will observe any manufacturer-required cure or no-traffic periods (for example, for grout, adhesives, or finishes) before using the floor.

4. Contract Price and Payment

4.1 Price. Customer will pay Contractor [TOTAL CONTRACT PRICE] for the Work (the "Contract Price"), on a [FIXED-FEE / PER-SQUARE-FOOT / TIME-AND-MATERIALS] basis as described in Exhibit A.

4.2 Deposit. Customer will pay a deposit of [AMOUNT OR PERCENT] before the Work begins, which may be applied toward material ordering. Some jurisdictions limit the deposit a contractor may collect on residential work; the deposit must comply with applicable local law.

4.3 Progress and final payment. Customer will pay progress payments as set out in Exhibit A or, if none, within [NUMBER, e.g. 15] days after each invoice. Final payment is due within [NUMBER] days after substantial completion and the walkthrough under Section 6.

4.4 Late payment. Undisputed amounts not paid when due accrue interest at the lesser of [e.g. 1.5%] per month or the maximum rate permitted by applicable law. Contractor may suspend Work on [NUMBER] days' written notice if an undisputed amount remains unpaid past its due date.

4.5 Lien rights. Contractor and its suppliers may have lien rights under applicable law for unpaid amounts. Lien waivers will be exchanged in accordance with local law as payments are made.

5. Changes and Concealed Conditions

5.1 Change orders. Any change to the Work—including product substitutions, added areas, or added subfloor repair—takes effect only when both Parties sign a written change order describing the change and its effect on the Contract Price and schedule. Contractor is not obligated to perform extra work until a change order is signed.

5.2 Concealed conditions. If removal of existing flooring reveals concealed conditions—such as water damage, rot, asbestos-containing materials, or subfloor deficiencies—Contractor will stop the affected Work, notify Customer, and proceed only after the Parties agree on a change order, except where emergency action is required to prevent damage.

6. Walkthrough and Warranty

6.1 Walkthrough. On substantial completion, the Parties will walk through the Work together and prepare a punch list. Contractor will complete reasonable punch-list items before final payment.

6.2 Workmanship warranty. Contractor warrants that installation will be free from defects in workmanship for **[NUMBER, e.g. 12]** months after substantial completion. Contractor will, at its option, repair or re-perform defective installation reported within the warranty period at no additional labor charge.

6.3 Manufacturer warranties. Flooring materials carry only the manufacturer's warranty, which Contractor will pass through to Customer.

6.4 Warranty exclusions. The warranty does not cover normal wear, scratches, indentations, fading, moisture damage, improper maintenance, subfloor movement, or damage by others.

7. Insurance and Liability

7.1 Protection. Contractor will take reasonable measures to protect the Property, including walls, trim, and adjacent finishes, during the Work.

7.2 Insurance. Contractor will maintain general liability insurance of at least **[AMOUNT]** and workers' compensation insurance as required by law. Certificates will be provided on request.

7.3 Limitation of liability. Except for the excluded matters in Section 7.4, neither Party is liable for indirect, incidental, special, or consequential damages, and Contractor's total liability will not exceed the Contract Price.

7.4 Exclusions. The limitation in Section 7.3 does not apply to bodily injury, property damage caused by a Party's negligence or willful misconduct, indemnification obligations, or liability that cannot be limited under applicable law.

7.5 Indemnification. Each Party will indemnify the other against third-party claims arising from its own negligence or willful misconduct, subject to the limitations above.

8. Termination

8.1 For convenience. Customer may terminate on **[NUMBER]** days' written notice; Customer will pay for Work performed and materials ordered through the termination date, including non-returnable custom-ordered materials.

8.2 For cause. Either Party may terminate on written notice if the other materially breaches and fails to cure within **[NUMBER, e.g. 10]** days after written notice. Customer's failure to pay undisputed amounts is a material breach.

8.3 Effect. On termination, Contractor will leave the Property in a safe condition and remove its equipment and debris, and Customer will pay all amounts then due.

9. General Provisions

9.1 Independent contractor. Contractor is an independent contractor. Nothing creates a partnership, joint venture, or employment relationship.

9.2 Governing law and venue. This Contract is governed by the laws of the State of **[STATE]**. The Parties submit to the courts located in **[COUNTY, STATE]**.

9.3 Dispute resolution. The Parties will attempt in good faith to resolve any dispute by direct discussion before filing suit. **[OPTIONAL: mediation or arbitration — discuss with counsel.]**

9.4 **Notices.** Notices must be in writing and delivered to the addresses above or as updated in writing, and are effective on receipt.

9.5 **Force majeure.** Neither Party is liable for delay or failure caused by events beyond its reasonable control, provided it gives prompt notice and mitigates.

9.6 **Entire agreement; amendment.** This Contract, with its Exhibits and signed change orders, is the entire agreement and may be amended only in a writing signed by both Parties.

9.7 **Severability and waiver.** If any provision is unenforceable, the rest remains in effect. A Party's failure to enforce a provision is not a waiver.

9.8 **Counterparts and electronic signature.** This Contract may be signed in counterparts and by electronic signature, each of which is an original.

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

CONTRACTOR	CUSTOMER
Signature: _____	Signature: _____
Printed name: [NAME]	Printed name: [NAME]
Title: [TITLE]	Title: [TITLE / N/A]
Date: _____	Date: _____

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