# FURNITURE AGREEMENT

This AGREEMENT is made effective on the [\_\_\_\_] day of [\_\_\_\_] in the year [20\_\_\_].

BETWEEN the Owner:

The **[\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_]**, a construction company, represented by its Chief Executive Officer, **[\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_]**,hereafter referred to as the **[Owner]**, with its registered office at [\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_].

and the Furniture Vendor:

The **[\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_]**, a furniture manufacturing business, represented by its Sales Representative, [**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_]**, hereafter referred to as the **[Furniture Vendor]**,with a registered office at [\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_].

for the following Project:

**[\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_]** at [\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_] for \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ purposes.

The Interior Designer:

The [**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_]**, a construction business, represented by its Interior Designer, [**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_]**, hereafter referred to as the **[Interior Designer]**, with its registered office at [\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_].

The Owner and Furniture Vendor agree as follows:

# ARTICLE 1. AGREEMENT DOCUMENTS

The documents legally binding the Owner and Furniture Vendor, referred to herein as the Contract Documents, are these Articles of Agreement and the rest of the documents hereof:

1.1. Request for Proposal for Furniture and Fixtures;

1.2. Furniture and Fixture Proposal;

1.3. Furniture and Fixture Supply Contract;

1.4. Consultation Service Agreement of the Interior Designer;

1.5. Approved list of Furniture and Fixtures;

1.6. Purchase Order;

1.7. Sales Invoice;

1.8. Change Orders, if applicable; and

1.9. Design Modifications, if applicable.

# ARTICLE 2. WORK

2.1. The Owner employs the Furniture Vendor for a period of five (5) years to supply furniture and fixtures on present and future construction projects relating to medical and health care facilities. Upon signing this agreement, the Furniture Vendor agrees to supply only the requested and approved list of furniture and fixtures within the execution of work.

2.2. The Furniture Vendor must adhere to the terms and conditions stated in the Agreement Documents stated in Article 1, hereof.

2.3. The Furniture Vendor will complete all work necessary on the 29th of March 2020, as specified in the Furniture Supply Agreement.

2.4. The Furniture Vendor will only supply the furniture and fixtures stated in the purchase order and sales invoice within the time allotted as specified by the Owner and shall collect all payment necessary as indicated in the sales invoice. The Furniture Vendor shall provide the Owner with a receipt stating the total amount of payment given to the Furniture Vendor.

# ARTICLE 3. DATE OF COMMENCEMENT AND COMPLETION

The Furniture Vendor must commence with the work stated under this Agreement within the effective date of (Start Date), upon the issuance of the purchase order by the Owner and completed by (End Date).

# ARTICLE 4. LOCATION

Completion of all work will be executed at the intended location of the project at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, or as specified by the Owner.

# ARTICLE 5. MATERIALS

5.1. All furniture, fixtures, and materials ordered will be provided solely by the Furniture Vendor. All materials and supplies must be new and in good condition as a requirement for this Agreement.

5.2. The Furniture Vendor shall not use nor forward any materials and supplies ordered by the Owner to other clients unless otherwise stated; the Furniture Vendor has the right to ship canceled orders to other clients.

# ARTICLE 6. PAYMENTS

The payment amount will remain constant upon the purchase of materials, wherein the Owner will pay the Furniture Vendor the total amount of \_\_\_\_\_\_\_\_\_ for the materials delivered, as stated in Article 1 of this Agreement.

**6.1 Progress Payments**

6.1.1. The Owner agrees to pay the initial amount of \_\_\_\_\_\_\_\_\_\_\_\_\_\_ to the Furniture Vendor upon receiving the initial estimate of the materials via check or bank transfer.

6.1.2. Upon confirmation of the purchase order and the issuance of the initial estimate of materials ordered, the Furniture Vendor will receive the downpayment intended for the order, seven (7) to fourteen (14) working days after the payment.

6.3. The initial payment shall equal 25% of the total cost due to the Furniture Vendor, remitted within two (2) working days after the order.

6.4. Any orders forwarded to the Furniture Vendor with late payment and no payment within the indicated payment period will be automatically forfeited.

**6.2 Final Payment**

6.2.1. Upon the completion of work and the issuance of the sales invoice by the Furniture Vendor to the Owner, the final payment shall be forwarded by the Owner at least seven (7) working days after the materials are delivered completely.

6.2.2. The Owner must remit the entire payment fully due to the Furniture Vendor upon the issuance of a sales invoice.

6.2.3. The Furniture Vendor is entitled to receive a 5% interest in the total payment due upon final payment delays done by the Owner.

6.2.3. The Furniture Vendor will provide a receipt to the Owner upon receiving the payment due.

**6.3. Payment in the Event of Termination**

In the event of terminating the Agreement, the Furniture Vendor is entitled to receive any amount that is lawfully due and payable within the 14-day allotted termination payment period.

# ARTICLE 7. OWNER

7.1 The Owner will secure all the requirements necessary to commence the delivery of materials.

7.2. The Owner will provide all the payment necessary to the Furniture Vendor for the completion of the Agreement.

7.3 The Owner will personally check and assess the materials delivered by the Furniture Vendor upon arrival and mandate any appropriate changes necessary.

7.4. The Owner will coordinate with the Furniture Vendor and the Interior Designer in completing the project.

# ARTICLE 8. FURNITURE VENDOR

8.1. The Furniture Vendor will duly perform the work stated in this Agreement.

8.2. The Furniture Vendor will be responsible for delivering the furniture and fixtures ordered by the Owner, as stated in the purchase order.

8.3. The Furniture Vendor will secure all the documents and materials necessary for the completion of furniture and fixture delivery.

8.4. The Furniture Vendor must abide by the laws in performing the work, as stated in this Agreement.

8.5. The Furniture Vendor will coordinate with the Owner in completing the Agreement.

# ARTICLE 9. INTERIOR DESIGNER

9.1. The Interior Designer will duly perform the work assigned and stated in this Agreement.

9.2. The Interior Designer will secure a copy of the material list, and other documents and materials necessary to complete the project.

9.3. The Interior Designer will coordinate with the Owner and Subcontractors during the process of completing the Project.

# ARTICLE 10. SUBCONTRACTORS

10.1. The Subcontractors, under a binding contract with the Interior Designer, will perform any work for the Project.

10.2. The Subcontractors will duly perform the work as agreed with the Interior Designer.

10.3 The Subcontractors will coordinate with the Interior Designer in the process of completing the Project.

# ARTICLE 11. NATURE OF RELATIONSHIP

The Owner and the Furniture Vendor acknowledges a commercial relationship hereunder. Upon signing this agreement, the Furniture Vendor gives the Owner full authority to mandate necessary purchases and changes of order, as long as requirements have complied.

# ARTICLE 12. COMPLIANCE WITH LAWS

In compliance with applicable local, state, and federal laws, the Furniture Vendor will secure all the documents, receipts, and permits necessary to proceed with the Agreement.

# ARTICLE 13. MODIFICATIONS

No modifications or amendments shall take effect on this Agreement without the consent and written authorization of all Parties hereto.

**ARTICLE 14.** **SETTLEMENT OF DISPUTES, GOVERNING LAW & ARBITRATION**

1. Any dispute and/or difference arising out of, or relating to this agreement including interpretation of its terms will be resolved through joint discussion by the authorized representatives of both the parties. Moreover, if the disputes are not resolved by discussion then the matter will be referred for adjudication to the Arbitration of a Sole arbitrator.
2. This Agreement shall be governed by the laws of India. The Courts in Mumbai (City Name) shall have exclusive jurisdiction over the subject matter of this Agreement.
3. In the event of any dispute or differences arising out of or in connection with this agreement, the parties hereto, agree to resolve their dispute by a sole arbitrator chosen by the parties in fast track procedure under the provision of Sec29B of Arbitration and Conciliation act of 1996. The award under this section shall be made within a period of 6 months from the date of commencement of the arbitral tribunal proceedings.
4. The arbitration proceedings shall be conducted in English. The place of Arbitration shall be Mumbai (City Name). The award passed in the arbitration proceedings shall be final and binding on both the parties.
5. The cost of arbitration proceedings shall be equally borne by both the parties.
6. Each party shall individually bear the fees of their respective Advocate/Counsel for the proceedings.

# ARTICLE 15. INSURANCE

15.1. The Furniture Vendor, under suitable laws, must insure and indemnify the Owner from and against all claims and liabilities on any forms of injuries, accidents, loss, or damage that arises during the execution of work as stated in this Agreement.

15.2. The Furniture Vendor shall, without limiting its obligations or liabilities to the Owner, shall cover a minimum insurance amount of \_\_\_\_\_\_\_\_\_\_ in the case of damages made within six months after the procurement of materials.

# ARTICLE 16. TERMINATION

16.1. The Owner has the right to terminate this Contract upon failure of the Furniture Vendor to deliver the ordered materials as stated herein by sending a notice of termination to the Furniture Vendor. Any additional expenses required for the completion of work will be owed to the Furniture Vendor.

16.2. In the case wherein the Owner decides to terminate this Contract, the Owner will abide by the payment terms stated in Article 6 of this Agreement.

16.3. Non-compliance or failure of the Furniture Vendor to execute the work stipulated on the Agreement equivalents to nonpayment of termination fees by the Owner.

This Agreement is executed on the date first set forth above.

**OWNER**  **FURNITURE VENDOR**

**WITNESSES:**

Witness 1 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Witness 2 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_