



## SALES CONTRACT FOR SERVICES

CCK Windows and Doors, LLC

Db a Pikes Peak Windows and Doors

This Sales Contract for Services is made effective as of \_\_\_\_\_, by and between CCK Windows and Doors, LLC, of 2303 Shriver Rd, Colorado Springs, Colorado 80920, and \_\_\_\_\_, of \_\_\_\_\_.

1. **DESCRIPTION OF SERVICES:** Beginning on \_\_\_\_\_, CCK Windows and Doors will provide to \_\_\_\_\_ the following services:
  - a. New windows and window installation for \_\_\_\_\_ windows for the amount of \$\_\_\_\_\_.00.
2. **PAYMENT:** On measurement and purchase of windows, 50% (\$\_\_\_\_\_.00) of the agreed amount will be paid. The remaining 50% (\$\_\_\_\_\_.00) will be paid upon completion of services.
3. **WARRANTIES:** CCK Windows and Doors, LLC issues a lifetime warranty on the glass of the window and a 1 year warranty of workmanship.
4. **TERM OF CONTRACT:** This Contract will terminate upon receiving final payment after the job is completed. Warranties will remain in effect as described above.
5. **DEFAULT:** The occurrence of any of the following shall constitute a material default under this contract:
  - a. The failure to make a required payment when due.
  - b. The failure to make available or deliver the Services in the time and manner provided for in this Contract.
6. **REMEDIES OF DEFAULT:** In addition to any and all other rights a party may have available according to law, if a party defaults by failing to substantially perform any provision, term or condition of this Contract (including without limitation the failure to make a monetary payment when due), the other party may terminate the Contract by providing written notice to the defaulting party. This notice shall describe with sufficient detail the nature of the default. The party receiving such notice shall have 15 days from the effective date of such notice to cure the default(s). Unless waived by a party providing notice, the failure to cure the default(s) within such time period shall result in the automatic termination of this Contract.
7. **FORCE MAJEURE:** If performance of this Contract or any obligation under this Contract is prevented, restricted, or interfered with by causes beyond either party's reasonable control ("Force Majeure"), and if the party unable to carry out its obligations gives the other party prompt written notice of such event, then the obligations of the party invoking this provision shall be suspended to the extent necessary by such event. The term Force Majeure shall include, without limitation, acts of God, fire, explosion, vandalism, storm or other similar occurrence, orders of acts of military or civil authority, or by national emergencies,

insurrections, riots, or wars, or strikes, lock-outs, work stoppages, or supplier failures. The excused party shall use reasonable efforts under the circumstances to avoid or remove such causes of non-performance and shall proceed to perform with reasonable dispatch whenever such causes are removed or ceased. An act or omission shall be deemed within the reasonable control of a party if committed, omitted, or caused by such party, or its employees, officers, agents, or affiliates.

8. **CONFIDENTIALITY:** CCK Windows and Doors, and its subcontractors, agents, or representatives will not at any time or in any manner, either directly or indirectly, use for personal benefit or divulge, disclose, or communication in any manner, any information that is proprietary to \_\_\_\_\_. CCK Windows and Doors, LLC and its subcontractors, agents, and representatives will protect such information and treat it as strictly confidential. This provision will continue to be effective after the termination of this Contract.
9. **AMENDMENT:** This Contract may be modified or amended if the amendment is made in writing and signed by both parties.
10. **LIABILITY WAIVER:** If contractor is injured in the course of performing the specific work, Homeowner shall be exempt from liability for those injuries to the fullest extent allowed by law.
11. **WINDOW COVERINGS:** Any drapes, blinds, or window coverings will be removed by the Homeowner prior to services of installation. CCK Windows and Doors will not be responsible for replacement of any such window coverings.
12. **ALARM SYSTEMS:** If there is an alarm system with window sensors, the Homeowner is responsible to have their alarm company disconnect and reconnect the alarms.
13. **OLD WINDOW REMOVAL/CLEAN UP:** CCK Windows and Doors will be responsible for the removal and disposal of the old windows.
14. **DISTANCE SURCHARGE:** If CCK Windows and Doors has to travel more than 50 miles, there will be a \$75 travel charge. If CCK Windows and Doors has to travel more than 100 miles, there will be a \$125 travel charge.
15. **LEAD RENOVATION:** CCK Windows and Doors will perform a lead test to \_\_\_\_\_ home at the time of measure to inspect for lead, if the home was built before 1978. There will be a charge of \_\_\_\_\_ per window for lead renovation.
16. **TRIM REPLACEMENT:** \_\_\_\_\_  
\_\_\_\_\_.

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

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