

FLOORING INSTALLATION CONTRACT

1. 1. Parties and Installation Address

This Flooring Installation Contract (the "Contract") is entered into on [EFFECTIVE DATE] between [OWNER NAME], located at [OWNER ADDRESS] (the "Owner"), and [FLOORING CONTRACTOR NAME], a [ENTITY TYPE] holding license or registration number [LICENSE NUMBER] and located at [CONTRACTOR ADDRESS] (the "Contractor"). The work will be performed at [INSTALLATION ADDRESS] (the "Property"). The Owner represents that it owns the Property or is authorized to have the work performed and that any condominium or homeowners association approval, including any sound transmission requirement applicable to hard surface flooring above another unit, has been obtained.

2. 2. Areas, Measurements, and Waste Factor

The Contractor will install new flooring in the following areas: [AREAS AND MEASURED SQUARE FOOTAGE, e.g., living room 340 sq ft, hallway 90 sq ft, three bedrooms 520 sq ft, stairs 14 treads and risers]. Total measured area is [MEASURED SQUARE FOOTAGE], and material will be ordered with a waste factor of [WASTE PERCENTAGE, e.g., 10 percent for straight lay, 15 percent for diagonal or herringbone patterns and irregular rooms], for a total order of [ORDER QUANTITY]. The Owner acknowledges that the waste factor covers cuts, culling of defective boards, and pattern matching, and that unused full boxes may be returnable subject to the restocking policy of the supplier while opened boxes are not. Measurements taken before demolition are estimates; the final billable quantity is based on the [BILLING BASIS, e.g., measured installed area / total material ordered].

3. 3. Materials and Product Specification

The flooring to be installed is [MANUFACTURER, PRODUCT LINE, COLOR, AND SKU], [PRODUCT TYPE, e.g., 7-1/2 inch engineered oak, 6 mm wear layer / 20 mil LVP with attached pad / porcelain tile 12x24 / cut pile carpet with 8 lb pad], installed by [INSTALLATION METHOD, e.g., floating with click lock, glue-down with [ADHESIVE PRODUCT], nail or staple down, thin-set over uncoupling membrane]. Underlayment or moisture barrier: [UNDERLAYMENT PRODUCT]. Trim and transitions: [TRIM SPECIFICATION, e.g., matching T-molding, reducers, stair nosing, and shoe molding, finished to match]. Material is supplied by [CONTRACTOR / OWNER]. If the Owner supplies material, the Contractor is not responsible for shortages, defects, color or lot variation, delivery delays, or product performance, and the Owner is responsible for ordering the full quantity including waste. Natural variation in color, grain, veining, and gloss between samples and delivered product is inherent and is not a defect.

4. 4. Removal of Existing Flooring and Disposal

The Contractor will remove and dispose of the existing floor covering in the areas listed: [EXISTING FLOORING TYPE AND LAYERS]. Removal is priced at [REMOVAL PRICING, e.g., included / [RATE] per square foot], and additional layers, glued-down material requiring scraping or grinding, mortar beds, or tile over concrete requiring mechanical removal are billed at [DIFFICULT REMOVAL RATE]. The Owner acknowledges that adhesive residue removal, staple and tack strip removal, and grinding produce dust and noise, and that the Contractor will use dust containment and vacuum equipment where practical but cannot eliminate dust. Resilient flooring, backing, and adhesive installed before [ASBESTOS ERA REFERENCE, e.g., the 1980s] may contain asbestos; the Contractor will not disturb suspect material and will stop work pending testing and, if required, abatement by a licensed specialist at the expense of the Owner. Disposal fees are [INCLUDED IN / IN ADDITION TO] the Contract Price.

5. 5. Subfloor Preparation, Flatness, and Moisture Testing

After removal, the Contractor will inspect the subfloor. The Contract Price includes [INCLUDED PREP, e.g., minor patching up to [PATCH AREA] and re-fastening of squeaking areas]. The subfloor must be flat within the tolerance required by the manufacturer, generally [FLATNESS TOLERANCE, e.g., 3/16 inch over 10 feet]; leveling compound, grinding, sanding, or plywood underlayment required to reach that tolerance is billed at [LEVELING RATE] and quoted after inspection. Damaged, rotted, delaminated, or water-stained subfloor, and any structural repair, is excluded and quoted separately. Where flooring is installed over a concrete slab or below grade, the Contractor will perform [MOISTURE TEST METHOD, e.g., a calcium chloride or relative humidity probe test] at [NUMBER] locations and will not install unless the readings are within the limit published by the manufacturer, currently [MOISTURE LIMIT]. If readings exceed the limit, the Owner may authorize a moisture mitigation system at [MITIGATION PRICING] or select a product rated for those conditions; installing over a failing slab without mitigation voids all warranties and the Contractor may decline to proceed.

6. 6. Acclimation and Site Conditions

Where the product requires it, material will be delivered to the Property and acclimated in the installation areas for at least [ACCLIMATION PERIOD, e.g., 72 hours] before installation, with boxes cross-stacked or opened as the manufacturer directs. The Owner will maintain the Property at the conditions required by the manufacturer during acclimation, installation, and for [POST-INSTALL CONDITION PERIOD, e.g., the life of the floor], generally a temperature of [TEMPERATURE RANGE, e.g., 60 to 80 degrees Fahrenheit] and relative humidity of [HUMIDITY RANGE, e.g., 30 to 50 percent], which requires operating HVAC and, in some climates, a humidifier or dehumidifier. The Owner acknowledges that wood and many resilient products expand and contract with humidity, that seasonal gapping and minor cupping are normal responses to humidity swings, and that failure to maintain the specified conditions is the leading cause of denied flooring warranty claims.

7. 7. Transitions, Trim, Stairs, and Door Undercuts

The Contract Price includes the following edge and transition work: [TRANSITION SCOPE, e.g., install T-moldings at doorways to adjacent rooms, reducers at carpet and tile transitions, thresholds at exterior doors, and shoe molding at the base of existing baseboard]. Removing and reinstalling existing baseboard, or installing new baseboard, is [INCLUDED / EXCLUDED AND PRICED AT [BASEBOARD RATE]]; the Contractor is not responsible for damage to old, painted, or brittle baseboard removed at the request of the Owner, and painting or touch-up of trim is excluded. Undercutting door casings and jambs is [INCLUDED / EXCLUDED]. Trimming interior doors that no longer clear the new floor height is [INCLUDED / EXCLUDED AND PRICED AT [DOOR TRIM RATE]]. Stair installation, including treads, risers, nosings, and landings, is priced at [STAIR PRICING] per tread. Adjusting appliances, toilets, or built-ins for a new floor height is excluded unless listed here.

8. 8. Contract Price and Payment

The total Contract Price is [CONTRACT PRICE], consisting of material of [MATERIAL AMOUNT], labor of [LABOR AMOUNT], removal and disposal of [REMOVAL AMOUNT], and trim and transitions of [TRIM AMOUNT], subject to adjustment for subfloor preparation, moisture mitigation, difficult removal, and signed change orders. Payment is due as follows: [DEPOSIT AMOUNT] on signing to order material, [PROGRESS PAYMENT] on delivery of material to the Property, and the balance on completion and walkthrough. Payment is by [PAYMENT METHOD]. Amounts unpaid after [LATE TRIGGER, e.g., 10 days] accrue interest at [LATE FEE PERCENTAGE] per month or the maximum permitted by applicable law, whichever is less. Special-order and cut-to-order material is non-refundable once ordered. Sales tax is [INCLUDED IN / IN ADDITION TO] the Contract Price where applicable.

9. 9. Furniture, Appliances, and Access

The Owner will remove all small items, electronics, breakables, and contents of closets from the installation areas before the start date. The Contractor will move and return ordinary furniture in the installation areas at [FURNITURE MOVING PRICING, e.g., no additional charge / [RATE] per room], but will not move pianos, safes, pool tables, aquariums, waterbeds, exercise equipment, antiques, or wall-mounted electronics, and will not disconnect or reconnect appliances, gas lines, water lines, or electronics. Removing and resetting toilets is [INCLUDED / EXCLUDED AND PRICED AT [TOILET RESET RATE]], and the Contractor is not responsible for a wax ring or flange found to be failed on reinstallation. The Owner will provide access during working hours of [WORKING HOURS] on [WORKING DAYS], a parking area for material delivery, and electricity. The Owner will secure pets and keep the installation areas free of traffic during installation and for [CURE PERIOD, e.g., 24 hours] afterward where adhesives or grout require curing.

10. 10. Schedule and Delays

Material is expected to be delivered on or about [DELIVERY DATE] and installation is scheduled to begin on [START DATE] and take approximately [DURATION, e.g., 3 working days]. The schedule extends for manufacturer or supplier backorders and freight delays, material damaged in transit that must be reordered, acclimation requirements, subfloor conditions requiring leveling or repair, failed moisture tests, and access the Owner is unable to provide. The Contractor will notify the Owner promptly of any delay and the revised date. The Owner acknowledges that a portion of the Property will be unusable during installation and that adhesives, finishes, and grout may produce odor requiring ventilation. Where a finish is applied on site, the Owner will keep the area free of foot traffic, pets, and furniture for the full cure period stated by the manufacturer, which is typically longer than the dry-to-touch time.

11. 11. Cleanup and Walkthrough

The Contractor will remove all debris, packaging, offcuts, and equipment from the Property and will dispose of them lawfully, and will vacuum or damp mop the installed area at completion as appropriate for the product. Leftover full boxes of material will be left with the Owner for future repairs unless the Owner asks for them to be returned or removed, and the Owner is encouraged to retain at least [ATTIC STOCK QUANTITY] for future repairs since dye lots and product lines change. At completion the Parties will walk the installation together in normal lighting and prepare a written punch list. Acceptance standards are judged standing at a normal viewing height in normal lighting; minor variation in board color, grain, gloss, tile shade, and carpet pile direction is inherent in the product and is not a defect. Squeaks that originate in the existing subfloor structure and were not caused by the installation are excluded.

12. 12. Warranty and Exclusions

The Contractor warrants its installation workmanship for [WORKMANSHIP WARRANTY PERIOD, e.g., one year] from completion and will correct installation defects such as improper fastening, hollow-sounding tile from insufficient mortar coverage, failed seams, misaligned transitions, or lippage exceeding the applicable industry tolerance. The flooring material carries only the warranty of its manufacturer, which is passed through to the Owner and is subject to its own terms, including requirements for maintenance, humidity control, and use of approved cleaning products. Excluded from the warranty of the Contractor are: gapping, cupping, crowning, or shrinkage caused by humidity outside the specified range; damage from water intrusion, appliance leaks, or flooding; fading from sunlight; scratches, dents, and indentations from furniture, pets, casters, or grit; damage from improper cleaning products or wet mopping; failure of a subfloor or slab the Owner declined to prepare or mitigate; owner-supplied material; and movement of the structure. The Owner will follow the care instructions

provided at completion and will use protective pads and appropriate mats at entries.

13. Insurance, Change Orders, Cancellation, and Disputes

The Contractor will maintain commercial general liability insurance of at least [GENERAL LIABILITY LIMIT, e.g., \$1,000,000 per occurrence] and workers compensation coverage at statutory limits for its employees, and will provide certificates on request. Any change to areas, product, method, or price requires a written change order signed by both Parties before the work is performed, except that subfloor preparation and difficult removal are billed at the unit rates in Sections 4 and 5 with documentation. If this Contract was signed at the Property or away from the permanent place of business of the Contractor, the Owner may have the right to cancel within three business days under federal and state home solicitation sales law, and the Contractor will provide the required written notice; after that period, cancellation requires payment for work performed and for non-returnable special-order material. This Contract is governed by the laws of the State of [GOVERNING STATE], and disputes will be mediated in [MEDIATION LOCATION] before any proceeding in the courts of [VENUE COUNTY AND STATE], with the prevailing Party entitled to reasonable attorney fees.

14. Signatures

By signing below, both Parties confirm they have read this Contract, understand it, and agree to be bound as of the Effective Date. OWNER: [OWNER NAME]. Signature: _____. Printed Name: [OWNER SIGNER NAME]. Date: [DATE]. CONTRACTOR: [FLOORING CONTRACTOR NAME]. Signature: _____. Printed Name: [CONTRACTOR SIGNER NAME]. Title: [TITLE]. License Number: [LICENSE NUMBER]. Date: [DATE]. This Contract may be executed in counterparts, and electronic signatures have the same effect as original signatures.

15. Disclaimer

This template is provided for general informational purposes only and is not legal advice. Flooring contractors face different licensing and registration requirements by state, older resilient flooring and its adhesive may contain asbestos and is subject to federal and state handling rules, and manufacturer warranty conditions for moisture testing, acclimation, and subfloor flatness vary by product and control whether a claim will be honored. Review and adapt this document for your own project, and consult a licensed attorney or the technical department of the flooring manufacturer before relying on it. Use of this template does not create an attorney-client relationship with ScanContract.