



AIA[®] Document A151[™] – 2007

Standard Form of Agreement between Owner and Vendor for Furniture, Furnishings and Equipment where the basis of payment is a Stipulated Sum

AGREEMENT made as of the _____ day of _____
in the year _____
(In words, indicate day, month and year.)

BETWEEN the Owner:
(Name, legal status, address and other information)

and the Vendor:
(Name, legal status, address and other information)

for the following Project:
(Name, location and detailed description)

The Architect:
(Name, legal status, address and other information)

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

AIA Document A251[™]-2007, General Conditions of the Contract for Furniture, Furnishings and Equipment, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

The Owner and Vendor agree as follows.

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ARTICLE 1 THE CONTRACT DOCUMENTS

§ 1.1 The Vendor shall fully execute the Work described in the Contract Documents.

§ 1.2 The Contract Documents consist of this Agreement, conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement and Modifications issued after execution of this Agreement; these form the Contract and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior and subsequent negotiations, representations or agreements, either written or oral, unless the procedure for a change in terms is followed as described in Section 1.3. An enumeration of the Contract Documents, other than Modifications, appears in Article 5.

§ 1.3 A change in terms to this Agreement shall become valid only by means of a Modification signed by both the Owner and Vendor.

ARTICLE 2 DATE OF COMMENCEMENT AND COMPLETION

§ 2.1 The date of commencement of the Work shall be the date of this Agreement, unless a different date is stated below or provision is made for the date to be fixed in a notice to proceed issued by the Owner.

(Insert the date of commencement if it differs from the date of this Agreement or, if applicable, state that the date will be fixed in a notice to proceed.)

§ 2.2 The Vendor shall complete the Work not later than the following date:

(Insert a calendar date. Unless stated elsewhere in the Contract Documents, insert any requirements for earlier completion of certain portions of the Work.)

Portion of Work

Substantial Completion Date

ARTICLE 3 CONTRACT SUM

The Owner shall pay the Vendor the Contract Sum in current funds, including all applicable taxes, for the Vendor's performance of the Contract. The Contract Sum shall be

(\$ _____), subject to additions and deductions as provided in the Contract Documents.

ARTICLE 4 PAYMENTS

§ 4.1 Payment Terms

The Owner shall make payments to the Vendor in conformance with the following payment terms:
(Insert payment terms, including net days from approval of application for payment and criteria for deposits, discounts, progress payments, special orders, changes, cancellations and restocking, and final payment.)

§ 4.2 Progress Payments

§ 4.2.1 Based upon applications for payment submitted to the Owner by the Vendor, the Owner shall make progress payments on account of the Contract Sum to the Vendor as provided below and elsewhere in the Contract Documents.

§ 4.2.2 Each application for payment shall be based on the payment terms as described in Section 4.1.1 and shall be prepared in such form and supported by such data to substantiate its accuracy as the Owner may require.

ARTICLE 5 ENUMERATION OF CONTRACT DOCUMENTS

§ 5.1 The Contract Documents, except for Modifications issued after execution of this Agreement, include this Agreement and the following other documents listed in Sections 5.2 through 5.6.

§ 5.2 The General Conditions are AIA Document A251™–2007, General Conditions of the Contract for Furniture, Furnishings and Equipment.

§ 5.3 The Supplementary Conditions, other Conditions of the Contract and Specifications are dated and are as follows:

(Either list the Specifications here or refer to an exhibit attached to this Agreement. If a project manual is not used, indicate here.)

Section Title Date Pages

§ 5.4 The Drawings are enumerated as follows:

(Either list the Drawings here or refer to an exhibit attached to this Agreement.)

Number Title Date

§ 5.5 Addenda, if any, are enumerated as follows:

(Either list the Addenda here or refer to an exhibit attached to this Agreement.)

Number Date Pages

§ 5.6 Other Contract Documents are as follows:

(List only those portions of furniture, furnishings and equipment quotations or orders that are to be included in the Contract Documents.)

ARTICLE 6 MISCELLANEOUS PROVISIONS

§ 6.1 The Vendor shall make no payment to persons employed by the Owner or consultants for the Owner, with regard to this Agreement, without disclosure and written approval of the Owner.

§ 6.2 The terms and provisions contained in the documents enumerated in Sections 5.2 through 5.5 shall take precedence over conflicting terms and provisions contained in documents enumerated in Section 5.6.

§ 6.3 The Vendor shall purchase and maintain insurance as set forth under Article 13 of A251–2007.
(List any required limits for insurance.)

Type of Insurance

Limit of Liability (\$0.00)

This Agreement entered into as of the day and year first written above.

OWNER *(Signature)*

VENDOR *(Signature)*

(Printed name and title)

(Printed name and title)

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

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