

Custom Furniture & Commission Agreement

This Custom Furniture & Commission Agreement (“Agreement”) is between Whisperwood (“Company”) and the customer identified in the applicable proposal, estimate, invoice, or project documentation (“Customer”).

This Agreement establishes the terms under which Whisperwood will design and create custom handcrafted furniture or wood products for Customer.

1. Custom Work Process

Custom furniture is a collaborative process involving design, material selection, craftsmanship, and finishing.

The process may include:

- Initial consultation and discussion of project goals;
- Development of concepts, sketches, drawings, or specifications;
- Selection of materials and finishes;
- Customer review and approval;
- Fabrication;
- Finishing;
- Delivery and installation, if applicable.

Whisperwood will make reasonable efforts to communicate clearly throughout the process. Customer acknowledges that handcrafted work involves judgment, artistry, and decisions made by skilled craftspeople.

2. Proposal and Project Scope

Before work begins, Whisperwood will provide a proposal, estimate, or written description of the project scope.

The project scope may include:

- Design description;
- Dimensions;
- Materials;
- Finish selection;
- Hardware or accessories;

- Estimated completion timeline;
- Price and payment terms.

Work outside the approved scope may require additional charges and schedule adjustments.

3. Design Approval

Customer is responsible for reviewing and approving final designs, dimensions, materials, and specifications before fabrication begins.

Customer approval confirms that the project details accurately reflect the desired outcome.

Once fabrication begins, changes may not be possible or may result in additional costs, material charges, and delays.

Whisperwood is not responsible for errors resulting from information, measurements, approvals, or specifications provided by Customer.

4. Materials and Natural Wood Characteristics

Customer acknowledges that solid wood is a natural material with unique characteristics.

Each piece may include variations in:

- Grain pattern;
- Color;
- Figure;
- Texture;
- Mineral streaks;
- Knots;
- Sapwood and heartwood;
- Natural markings.

These characteristics contribute to the uniqueness and value of handcrafted furniture and are not considered defects.

Wood may naturally expand, contract, move, or develop minor checking as it responds to environmental conditions.

Such changes are expected characteristics of solid wood construction and are not evidence of poor workmanship.

5. Customer-Supplied Materials

If Customer provides lumber, hardware, photographs, drawings, or other materials:

- Customer is responsible for ensuring suitability and availability;
- Whisperwood does not guarantee the performance or appearance of customer-supplied materials;
- Additional work caused by unsuitable materials may require additional charges.

6. Deposits and Payments

A deposit will be required before work begins.

Deposits reserve production time, allow materials to be purchased, and compensate for initial design and planning work.

Payment schedules will be outlined in the project proposal or invoice.

Unless otherwise agreed in writing, final payment is due before delivery, installation, or transfer of ownership.

7. Changes and Additional Work

Requests for changes after approval may affect:

- Project cost;
- Material requirements;
- Completion timeline;
- Design feasibility.

Whisperwood will communicate any significant changes in scope and obtain approval before proceeding.

8. Estimated Completion Dates

Completion dates are estimates and not guaranteed deadlines.

Factors that may affect completion include:

- Material availability;
- Drying or acclimation requirements;

- Design changes;
- Customer response times;
- Unexpected challenges during fabrication;
- Events outside reasonable control.

Whisperwood will make reasonable efforts to complete projects within the estimated timeframe.

9. Customer Responsibilities

Customer is responsible for:

- Providing accurate measurements;
- Confirming access and delivery conditions;
- Reviewing approvals promptly;
- Providing timely decisions;
- Maintaining appropriate environmental conditions for furniture placement.

Customer should ensure that furniture locations have suitable:

- Access;
- Floor conditions;
- Space;
- Humidity and temperature conditions.

10. Delivery and Installation

Delivery and installation terms will be specified separately when applicable.

Customer is responsible for ensuring:

- Doors, hallways, stairways, and entry points accommodate the finished piece;
- The installation area is prepared;
- Any required building approvals or permissions are obtained.

Whisperwood is not responsible for damage caused by inaccessible locations, unsuitable installation conditions, or customer-provided information.

11. Cancellation Policy

Because custom furniture requires dedicated design time, materials, and labor, cancellations may result in forfeiture of deposits and payment for completed work or expenses incurred.

Cancellation terms will be described in the project proposal.

12. Ownership and Intellectual Property

Unless otherwise agreed in writing:

- Whisperwood retains ownership of all designs, drawings, concepts, photographs, and creative work created during the project;
- Purchase of a finished piece does not transfer design rights or reproduction rights;
- Customer may not reproduce or commercially distribute Whisperwood designs without written permission.

13. Photography and Portfolio Use

Unless confidentiality is agreed upon in writing before work begins, Whisperwood may photograph completed projects and use images for:

- Portfolio purposes;
- Website display;
- Social media;
- Marketing materials;
- Promotional purposes.

14. Acceptance of Completed Work

Customer agrees to inspect completed work upon delivery or installation.

Minor variations inherent to handcrafted work shall not constitute grounds for rejection.

By accepting delivery, Customer acknowledges that the piece has been completed according to the approved project specifications.

15. Agreement Acceptance

By approving a proposal, making a deposit, or authorizing work to begin, Customer acknowledges that they have reviewed and accepted the terms of this Agreement.

