



<b>Construction Company</b> License No. 000000 Address City, State & Zip Phone (000) 000-0000 - Fax (000) 000-0000 website email address		<b>ESTIMATE</b>  Date:  Technician:	
<b>FREE ESTIMATES</b>			
<b>SOLD TO</b>	Name	<b>JOB LOCATION</b>	Contact's Name
	Address		Job's Address
	City, State & Zip		City, State & Zip
	Phone:		Fax:
	Cell:		Other:
This is an Estimate only and becomes part of the Contract when completed and before work begins			
Diagnosis / Solution:		Amount	
Model #			
Serial #			
Make		TOTAL	
I acknowledge receipt of a copy of this estimate.		Authorization for Construction Company:	
X _____ Owner's Signature                      Date		X _____ Technician's Signature                      Date	
		LBS. / SQ. IN.	



[illegible]

## TERMS AND CONDITIONS

**Services Not Covered:** Contractor will not perform any other work or trade other than that which is specified herein, including, but not limited to, carpentry, plaster/wall board work, electrical work, tile work, landscaping, masonry, flooring, roofing, paving, etc., even if that work is incidental or necessary to the contracted work, or necessary to restore the premises after the repair work.

**Owner's Responsibilities and Site Conditions:** Owner is responsible to supply water, gas, sewer and electrical utilities unless otherwise agreed to in writing. Electricity and water to the site are necessary. Owner shall allow and provide Contractor and its equipment access to the property. The Owner shall obtain permission from the Owner(s) of adjacent property(ies) that Contractor must use to gain access to the work areas. The Owner is responsible for having sufficient funds to comply with this agreement. Owner is responsible to secure, remove and protect all persons and/or property, and its contents. Owner shall hold harmless and indemnify Contractor against all claims arising out of Contractor's failure to do so. Contractor is not responsible for any persons and/or property, and its contents. The Owner shall point out and warrant property lines to Contractor, and shall hold Contractor harmless for any disputes or errors in the property line or setback locations.

**Subcontracts:** The Contractor may subcontract portions of this work to properly licensed and qualified subcontractors.

**Concealed Conditions:** Contractor shall promptly notify the Owner of: 1) latent physical conditions at the job site differing materially from those indicated in the contract, or 2) unknown physical conditions differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in this contract. Any expense incurred due to such conditions shall be paid for by the Owner as added work and may change the type of contract required for the job.

**Delays:** Contractor agrees to start and pursue work through to its completion, but shall not be responsible for delays for and of the following reasons: failure of the issuance of all necessary building permits within a reasonable period of time; acts of neglect or omission by Owner or Owner's employees or agents; acts of God; weather delays; strikes, lockouts, boycotts or other labor union activities; extra work ordered by Owner; acts of criminals, riots or civil commotion; inability to secure material through regular recognized channels; imposition of Government priority or allocation of material; failure of Owner to make payments when due; delays caused by inspection or changes ordered by the inspectors of government bodies; acts of independent Contractors; holidays; or other causes beyond this Contractor's reasonable control.

**Fees, Taxes, and Assessments:** Taxes, Permits, Fees, and Assessments of all descriptions will be paid by Owner. Contractor will obtain all required building permits, at the sole expense of the Owner. Upon demand by Contractor, Owner shall provide funds to acquire any and all necessary permits in a timely fashion. Owner will pay assessments and charges required by public bodies and utilities for financing or repaying the cost of sewers, storm drains, water service, schools and school facilities, other utilities, hook-up charges and the like.

**Payments and Right to Stop Work:** Contractor shall have the right to stop work if any payment shall not be made to Contractor when due under this agreement. Contractor may keep the job idle until all payments due are received. In the event that collection efforts are initiated against Owner, Owner agrees to pay for all associated fees at the posted rates. If any check received from Owner does not clear our bank, Owner can be held liable for three times the amount of the check, up to \$500, not less than \$100, plus the face value of the check, as set forth on California Civil Code Section 1719. These remedies are in addition to any other right or remedy that Contractor may have. A failure by Owner to make payment when due is a material breach of this agreement.

**Clean Up:** Contractor will remove debris from its operation from Owner's property and will leave it in a neat and broom clean condition. Surplus materials left over from the project are the property of the Contractor and will be removed by same. No credit is due Owner on returns for any surplus materials because this contract is based upon a complete job.

**Limitations:** No action of any character arising from or relating to this contract, of the performance thereof, shall be commenced by either party against the other more than two (2) years after completion or cessation of work under this contract.

**Attorney's Fees:** In the event that there is any litigation or an arbitration arising out of this agreement, then the prevailing party shall be entitled to its reasonable attorneys fees and costs

**Validity and Damages:** In case one or more of the provisions of this agreement, or any application of this agreement, shall be invalid, unenforceable or illegal, the remaining provisions shall not in any way be impaired. Any damages for which Contractor may be liable to Owner shall not, in any event, exceed the contract price.

**Asbestos, Lead, Mold, and other Hazardous Substances:** Owner here represents that Owner has no knowledge of the existence on or in any part of the premises affected by the project of any asbestos, lead paint, mold (including any type of microbial or microbiological contamination, mildew, or fungus), or other hazardous materials or substances. Testing for the existence of any hazardous material or substance shall only be performed as expressly stated in writing. Contractor shall not be testing or performing any work whatsoever in an area that is not identified in this contract.

Unless this contract specifically calls for the removal, disturbance, or transportation of asbestos, polychlorinated biphenyl (PCB), mold, lead paint, or other hazardous substances, the parties acknowledge that such work requires special procedures, precautions, and/or licenses. Unless this contract specifically calls for same, the Contractor shall immediately stop work and allow the Owner to obtain a duly qualified asbestos and/or hazardous material contractor to perform the work or Contractor may perform the work itself at Contractor's option. Such work shall be treated as an extra under this contract.

In the event that mold or microbial contamination is removed by Contractor, Owner understands and agrees that due to the unpredictable characteristics of mold and microbial contamination, Contractor is not responsible for any recurring incidents of mold or microbial contamination appearing in the same or adjacent location subsequent to the completion of work performed by Contractor. Owner agrees to hold Contractor harmless, and shall indemnify Contractor harmless for any recurrence of mold or microbial contamination. Owner also agrees that Contractor shall not be responsible and agrees to hold Contractor harmless and indemnify Contractor for the existence of mold or microbial contamination in any area that Contractor was not contracted to test and/or remediate. Owner is hereby notified, and hereby acknowledges, that most insurers expressly disclaim coverage for any actual or alleged damages arising from mold or microbial contamination. Contractor makes no representations whatsoever as to coverage for mold or microbial contamination, though at Owner's expense and if requested in writing, Contractor will inquire as to the availability of additional coverage for such contamination or remediation, and will, if available, obtain such coverage at the expense of the Owner as an extra.

**Weather and Other Damage:** To the extent that weather may impact the work covered by this contract, Contractor will attempt to keep the project reasonably covered during the work. However, Owner understands that unexpected weather conditions can arise that might cause damage to the project or its contents. Contractor shall not be responsible for any such damage beyond its reasonable control.

**Limited Warranty:** Contractor warrants that all work performed by Contractor and its subcontractors shall be done in a good and workmanlike manner in accordance with accepted trade practices. Said warranty shall extend for one year from the date of substantial completion of Contractor's work, except that there is no warranty of any kind covering drain cleaning. The warranties for assemblies, appliances and the like, shall be those warranties provided by the manufacturer or supplier of that item rather than based on Contractor's warranty. Contractor shall gather and provide to Owner all such manufacturer's warranties. This is the only warranty provided by Contractor to Owner. Owner shall notify Contractor within twenty-four (24) hours of discovery of any warranty claim. Contractor shall respond to warranty calls with reasonable promptness, but only between the hours of 8:30 AM to 4:30 PM Monday through Friday, excluding holidays, unless otherwise agreed to in writing. Failure of Owner to notify Contractor as set forth herein shall void any warranties afforded herein. Contractor shall not be liable for water or other damages relating from any defect or delay in responding to said warranty. Contractor shall not be liable for any lost profits, incidental, special, exemplary, indirect or consequential damages resulting from any work performed, or any problem, whether or not covered by this limited warranty. No warranties shall apply if Contractor was not paid in full for all of the work it performed.