"Notice of Cancellation" nay be sent to the contractor at the address noted below:	Today's Date		pproximate tart Date	Approx Comple	imate tion Date	Techn	ician	HOME IMPROVEM CONTRACT	ENT
Construction Company License No. 000000 Address City, State & Zip		S O L D	Address City, State & Zip				J Contact's Name O B Job's Address L City, State & Zip C		
Phone (000) 000-0000 - Fax website email address	Phone (000) 000-0000 - Fax (000) 000-0000 website		Phone:	Fax	: 4		Phone:	Fax:	
emaii address		(Cell:	Oth	er:		N Cell:	Other:	
Description of Work:							performed, the cor shall furnish to the work a full and claimant claim or 8404 of the Civil C has been made. Description of the	payment being made for a ntractor, prior to any further e person contracting for th unconditional release fro mechanics lien pursuant to ode for that portion of the way ne Project and Description ed and Equipment to be in	payment being made, e home improvement m any potential lien to Sections 8400 and ork for which payment on of the Significant
Substantial commencement of work under th	s contract is described as	3 :						Vork and Task / Item and De	
List of Documents to be Incorporated into is attached to this contract; Mechanics Lien Additional Terms and Conditions; Additional d	Warning; Information abo	oncerr out the	ing commercial general li Contractors' State Licen	iability ins se Board	surance is attached t I (CSLB); Three-Day	to this o	contract; A notice of to Cancel; Waive	concerning workers' comp er of Right to Cancel; Not	ensation insurance ce of Cancellation;
You are entitled to a completely fit signed by both you and the contration owner or tenant has the right to requipayment bond, however, the contract a bond. THE DOWN PAYMENT MAY THE CONTRACT PRICE, WHICHEVE	ictor, before any wo ire the contractor to tor can charge you f MOT EXCEED \$1,0	ork n have or th	nay be started. The a performance and e costs of obtaining		Task / Item		Desc	ription	Amount
The law requires that the right to cancel. Initial the "Notice of the Three-Day	checkbox if the cor								
Authorization to Proceed with Work — I hereby a Unless prior arrangements are made, payment is initiated against me, I shall pay for all associated fe	authorize the herein describe due upon completion. In the es at the posted rates. By the	e even e addit	t that collection efforts are on of my signature below, I	Autho	orization for Constr	uction	Company:	TOTAL	
agree that I have received a copy of this contract at to the terms listed herein, on the reverse side, and a	nd all documents, and that I later that I la	have re	ead, understand, and agree		hnician's Signature			Da	ate
CONTRACT ADDENDUM? ☐ YES ☐ NO C into this original contract and made part thereof as	ontract Addendum with		ge(s) shall be incorporated	and th clear,	at the premises have could be held liable f	been le or three	eft in a satisfactory times the amount	tisfactory completion of the condition. I understand that of the check, in no case moth in California Civil Code S	t if my check does not ore than \$500, nor less
v	Down Pa		116 1 1	Aimr	rovement		•		JOHOTT 17 TO.
Owner's Signature	Date	ymer	it of its and its in the its in t	Ow	ner's Signature		11 40101001	Da	ate

"Notice of Cancellation" nay be sent to the contractor at the address noted below:	Today's Date	Approximate Start Date	Approximate Completion Date	Technician	HOME IMPROVEME CONTRACT	NT
Construction Const	00	S Address City, State & Zip T Phone:		J Contact's Name O B Job's Address L O City, State & Zip C A		
website email address Description of Work:		Phone: Cell:	Fax: Other:	Phone: O Cell:	Fax:	Amount
		Cell.	Other.	N Cell.		Amount
					_	
Substantial commencement of work under the	s contract is described	as:			TOTAL	
List of Documents to be Incorporated into the attached to this contract; Mechanics Lien Warr Terms and Conditions; Additional documents at Upon satisfactory payment being made for an work a full and unconditional release from any been made. Description of the Project and You are entitled to a completely fill owner or tenant has the right to recoff obtaining a bond. THE DOWN Page 2.	ing; Information about ttached: y portion of the work p y potential lien claimar Description of the Siged in and signed quire the contrac	the Contractors' State Licenterformed, the contractor, protected to live protection or mechanics lien profice to the Use copy of this agreement or to have a perform	or to any further payment bursuant to Sections 8400 aed and Equipment to be int, signed by both yeance and payment bursuant but ance and payment bursuance and payment bursues.	ay Right to Cancel; Waiver of Right being made, shall furnish to the p and 8404 of the Civil Code for that installed: As described above in ou and the contractor, be bond, however, the contra	erson contracting for the hat portion of the work for w Description of Work. fore any work may b actor can charge you	cellation; Additional ome improvement which payment has be started. The or the costs
	contractor give yo			Initial the checkbox if the		
Authorization to Proceed with Work — I hereby a Unless prior arrangements are made, payment is initiated against me, I shall pay for all associated fee	due upon completion. In es at the posted rates. By	the event that collection effor the addition of my signature be	s are low, I X	Construction Company:	Date	
agree that I have received a copy of this contract ar to the terms listed herein, on the reverse side, and a		I have read, understand, and	<u> </u>		Date	
CONTRACT ADDENDUM? \square YES \square NO C into this original contract and made part thereof as if	fully set forth therein.	page(s) shall be incorporate	and that the premis	rk Performed — I acknowledge sati es have been left in a satisfactory of	condition. I understand that it	
	Contra	ct Price \$ \A/\A/\A			of the check, in no case more	my check does not than \$500, nor less
<u> </u>		ct Price \$ <u>www.</u> Payment\$ <u>liforniah</u>	am than \$100, plus the	face value of the check, as set forth	in California Civil Code Sec	my check does not than \$500, nor less

"Notice of Cancellation" nay be sent to the contractor at the address noted below:	Today's Date		pproximate tart Date	Approximate Completion Date	Technici	an HO	ME IMPROVEME CONTRACT	NT
Construction Company License No. 000000 Address City, State & Zip Phone (000) 000-0000 - Fax (000) 000-0000 website email address		S O L D	Name Address Address City, State & Zip Contact's Name Job's Address City, State & Zip City, State & Zip					
		0	Phone: Cell:	Fax: Other:	T I O N		Fax:	Amount
Description of Work:								
Substantial commencement of work under the	nis contract is described as	8:						
List of Documents to be Incorporated into the Cor insurance is attached to this contract; Mechanics Lien	Warning; Information about the						Total Materials	
Cancellation; Additional Terms and Conditions; Additio Upon satisfactory payment being made for any portion ment work a full and unconditional release from any p	of the work performed, the contr						Total Labor	
payment has been made. Description of the Project You are entitled to a completely filled in an	and Description of the Signifind signed copy of this a	cant M greem	aterial to be Used and Equi nent, signed by both yo	pment to be installed: As desc ou and the contractor, be	ribed above in fore any wo	Description of Work. rk may be started.	Sales Tax	
The owner or tenant has the right to requincosts of obtaining a bond. THE DOWN PAN							Other Charges	
The law requires that the contractor has given you					nitial the	checkbox if the	TOTAL	
Authorization to Proceed with Work — I hereby Unless prior arrangements are made, payment is initiated against me, I shall pay for all associated fe	authorize the herein describe due upon completion. In the	d work e even	at the listed contract price t that collection efforts are	Authorization for Con	struction C	ompany:		
agree that I have received a copy of this contract a to the terms listed herein, on the reverse side, and	nd all documents, and that I			Technician's Signatu			Date	
CONTRACT ADDENDUM? YES NO (into this original contract and made part thereof as	Contract Addendum with		ge(s) shall be incorporated	Acceptance of Work Pe and that the premises hat clear, I could be held liab than \$100, plus the face	ave been left le for three ti	in a satisfactory condit mes the amount of the	ion. I understand that in check, in no case more	f my check does no than \$500, nor les
Y	WW Down Pa	W.C	aliforniahon	eimprovemer			amonia Oirii Oodo Ooo	
Owner's Signature	Date	YIIICI	ιι ψ	Owner's Signature			Date	

	Qty.	Part No. / P.O. No.	Description / Supplier / Subcontractor Company	NOTES
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23			www.californiahomeimprovementcontr	acts.com

TERMS AND CONDITIONS

Note about Extra Work and Change Orders: Extra Work and Change Orders become part of the contract once the order is prepared in writing and signed by the parties prior to the commencement of any work covered by the new change order. The order must describe the scope of the extra work or change, the cost to be added or subtracted from the contract, and the effect the order will have on the schedule of progress payments.

Performance of Extra or Change Order Work: You, the buyer, may not require a contractor to perform extra or change order work without providing written authorization prior to the commencement of any work covered by the new change order. Extra work or a change order is not enforceable against a buyer unless the change order also identifies all of the following in writing prior to the commencement of any work covered by the new change order: (i) The scope of work encompassed by the order. (ii) The amount to be added or subtracted from the contract. (iii) The effect the order will make in the progress payments or the completion date.

The contractor's failure to comply with the requirements of this paragraph does not preclude the recovery of compensation for work performed based upon legal or equitable remedies designed to prevent unjust enrichment.

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,

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 hook-up charges and the like.

Contractor within twenty-four (24) hours of discovery of any warranty claim. Contractor shall have the right to stop work if any 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.

HOME IMPROVEMENT CONTRACT

THREE-DAY RIGHT TO CANCEL

You, the buyer, have the right to cancel this contract within three business days. You may cancel by e-mailing, mailing, faxing, or delivering a written notice to the contractor at the contractor's place of business by midnight of the third business day after you received a signed and dated copy of the contract that includes this notice. Include your name, your address, and the date you received the signed copy of the contract and this notice.

If you cancel, the contractor must return to you anything you paid within 10 days of receiving the notice of cancellation. For your part, you must make available to the contractor at your residence, in substantially as good condition as you received them, goods delivered to you under this contract or sale. Or, you may, if you wish, comply with the contractor's instructions on how to return the goods at the contractor's expense and risk. If you do make the goods available to the contractor and the contractor does not pick them up within 20 days of the date of your notice of cancellation, you may keep them without any further obligation. If you fail to make the goods available to the contractor, or if you agree to return the goods to the contractor and fail to do so, then you remain liable for performance of all obligations under the contract.

performance of all obligations under the cl.	hereby acknowledge that on	I was provided this document titled
Print Buyer's Name	,	Date
"Three-Day Right to Cancel."	_	Buyer's Signature
	nave repairs or service would place an und <mark>ue,</mark>	ACEL ate protection of persons or real and personal property with unwanted burden upon myself. I hereby state that the follow-
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	as started or not, after I waive all rights to c	Il rights to cancel this transaction within three business days. cancel this transaction, I may not subsequently exercise this
If you cancel, any property traded in, any pays within 10 days following receipt by the seller of you must make available to the seller at your residence you may, if you wish, comply with the instructions of If you do make the goods available to the seller or dispose of the goods without any further obligation do so, then you remain liable for performance of all	or cancellation notice, and any security interest as a judgment of the seller regarding the return shipment of the er and the seller does not pick them up within 2 on. If you fail to make the goods available to the obligations under the contract.	s from the above date. and any negotiable instrument executed by you will be returned arising out of the transaction will be canceled. If you cancel, you served, any goods delivered to you under this contract or sale, or goods at the seller's expense and risk. O days of the date of your notice of cancellation, you may retain eseller, or if you agree to return the goods to the seller and fail to or any other written notice, or send a telegram to:
I hereby cancel this transaction. Date:	Buyer's Signature:	
Date of Transaction: You may cancel this transaction, without any please of the seller of you must make available to the seller at your residence you may, if you wish, comply with the instructions of the seller of you do make the goods available to the seller of you may.	NOTICE OF CANCELLATI penalty or obligation, within three business days ments made by you under the contract or sale, ir cancellation notice, and any security interest a e, in substantially as good condition as when rec of the seller regarding the return shipment of the er and the seller does not pick them up within 2 on. If you fail to make the goods available to the	s from the above date. and any negotiable instrument executed by you will be returned arising out of the transaction will be canceled. If you cancel, you seived, any goods delivered to you under this contract or sale, or

To cancel this transaction, mail or deliver a signed and dated copy of this cancellation notice, or any other written notice, or send a telegram to:

Construction Company at Address, City, State and Zip not later than midnight of . .

I hereby cancel this transaction. Date: ______ Buyer's Signature: ____

MECHANICS LIEN WARNING:

Anyone who helps improve your property, but who is not paid, may record what is called a mechanics lien on your property. A mechanics lien is a claim, like a mortgage or home equity loan, made against your property and recorded with the county recorder.

Even if you pay your contractor in full, unpaid subcontractors, suppliers, and laborers who helped to improve your property may record mechanics liens and sue you in court to foreclose the lien. If a court finds the lien is valid, you could be forced to pay twice or have a court officer sell your home to pay the lien. Liens can also affect your credit.

To preserve their right to record a lien, each subcontractor and material supplier must provide you with a document called a "20-day Preliminary Notice." This notice is not a lien. The purpose of the notice is to let you know that the person who sends you the notice has the right to record a lien on your property if he or she is not paid.

BE CAREFUL. The Preliminary Notice can be sent up to 20 days after the subcontractor starts work or the supplier provides material. This can be a big problem if you pay your contractor before you have received the Preliminary Notices. You will not get Preliminary Notices from your prime contractor or from laborers who work on your project. The law assumes that you already know they are improving your property.

PROTECT YOURSELF FROM LIENS. You can protect yourself from liens by getting a list from your contractor of all the subcontractors and material suppliers that work on your project. Find out from your contractor when these subcontractors started work and when these suppliers delivered goods or materials. Then wait 20 days, paying attention to the Preliminary Notices you receive.

PAY WITH JOINT CHECKS. One way to protect yourself is to pay with a joint check. When your contractor tells you it is time to pay for the work of a subcontractor or supplier who has provided you with a Preliminary Notice, write a joint check payable to both the contractor and the subcontractor or material supplier. For other ways to prevent liens, visit CSLB's Web site at www.cslb.ca.gov or call CSLB at 800-321-CSLB (2752).

REMEMBER, IF YOU DO NOTHING, YOU RISK HAVING A LIEN PLACED ON YOUR HOME. This can mean that you may have to pay twice, or face the forced sale of your home to pay what you owe.

Information about the Contractors' State License Board (CSLB):

CSLB is the state consumer protection agency that licenses and regulates construction contractors.

Contact CSLB for information about the licensed contractor you are considering, including information about disclosable complaints, disciplinary actions and civil judgments that are reported to CSLB.

Use only licensed contractors. If you file a complaint against a licensed contractor within the legal deadline (usually four years), CSLB has authority to investigate the complaint. If you use an unlicensed contractor, CSLB may not be able to help you resolve your complaint. Your only remedy may be in civil court, and you may be liable for damages arising out of any injuries to the unlicensed contractor or the unlicensed contractor's employees. For more information: Visit CSLB's Internet Web site at www.cslb.ca.gov or Call CSLB at 800-321-CSLB (2752). Write CSLB at P.O. Box 26000, Sacramento, CA 95826.

Check the appropriate box: COMMERCIAL GENERAL LIABILITY INSURANCE (CGL)
(A) This contractor does not carry commercial general liability insurance.
(B) This contractor carries commercial general liability insurance written by
You may call the insurance company at to check the contractor's insurance coverage.
(C) This contractor is self-insured.
(D) This contractor is a limited liability company that carries liability insurance or maintains other security as required by law. You may call
to check the contractor's insurance coverage or security.
Check the appropriate box: WORKERS' COMPENSATION INSURANCE
(A) This contractor has no employees and is exempt from workers' compensation requirements.
☐ (B) This contractor carries workers' compensation insurance for all employees.

Forms available from www.amospriint.com and www.californiahomeimprovementcontracts.com