

ADDITIONAL PROVISIONS- Unless otherwise specified herein, the following additional provisions are expressly incorporated into this proposal/contract:

1. Contract, Plans, Specifications and Fees. The work described in this contract shall be done in accordance with the plan specifications (if any) except in the case where the provisions of this contract shall have control over both the contract and the plan specifications. All required permits will be paid for by Contractor and obtained by Contractor. All assessments, charges, taxes, assessments, fees etc., of any kind required by any government body, telephone utility company or other like shall be paid for by Owner.

2. Property Lines. Contractor is responsible to locate and inform Owner of the location of all property lines. At the discretion and direction of Contractor, Owner may be required to hire at Owner's expense, a licensed surveyor to map of the property showing the property lines.

3. Insubordination. Contractor has the right to subcontract any part of, or all of the work herein.

4. No Work Without Extra Work and Change Orders. Extra Work and Change Orders become a part of the contract once the order is prepared in writing and signed by the parties. The completion of any work ordered by the Contractor shall be subject to a change order. The order shall describe the nature of the extra work or change order to be added or subtracted from the contract, the cost of the order will be added to the schedule of progress payments.

5. Change Orders. Contractor, Owner, construction lawyer or any government body or inspector require any change to the contract under this contract, and the cost incurred by Contractor shall be added to the contract price as extra work. Contractor agrees to pay Contractor his normal selling price for such extra work, as well as any other modifications to the original contract price, as approved by both parties in a written change order. All change orders shall be a part of this contract and shall be incorporated herein.

6. Owner's Responsibility: Insurance etc. Owner shall be responsible (1) to see all necessary water, electrical power and gas lines and facilities are provided on the premises. (2) to provide necessary equipment for equipment & materials. (3) to relocate any existing equipment from Contractor from having free access to the premises for water, gas or radio antennas, vehicles, tools, equipment, etc. (4) to provide necessary equipment. If Owner fails to relocate items as needed but in no way interfere with Contractor's work during their relocation and during the work, Contractor shall have permission from the owner(s) of the premises to remove the items to gain access to work areas. Owner shall be responsible to be harmless and accept any risks related to the work of Contractor. (5) to correct any existing conditions on the premises in the course of the work. Contractor shall be responsible for such things as, but not limited to, dry rot, mold, etc. Contractor shall maintain property insurance with Fire, Theft, Vandalism and Malicious Mischief coverage. Contractor shall pay contract price, prior to and during the work, for any materials destroyed or damaged by accident or theft. Contractor shall pay for materials supplied by Contractor that are lost, damaged or destroyed, paid for by Owner as extra work.

7. Permissible Delays. Contractor shall not be responsible for delays occasioned by delays resulting from weather, acts of owner or owner's agent, acts of God, progress payments or payments for materials, or any other cause such as bad weather, fire, strike, war, government action, or any other unforeseen by Contractor or Owner.

8. Surplus Materials and Waste. Contractor shall be responsible if the contract has been completed and Contractor has surplus materials on returns for any reason. Contractor shall be responsible for disposal of the materials.

9. Cleanup. Contractor shall be responsible for cleanup of surplus materials, broom clean the site, remove all debris, and restore the site to the condition at the job site. Contractor shall be responsible for continuing unimpeded access to the site. Contractor shall be responsible for payment in full for any materials or equipment used on the site. Contractor shall provide street address or location of the site.

10. Unanticipated Conditions. Contractor shall be responsible for any conditions because of unusual conditions or conditions not shown on the plans. Work (conditions such as, but not limited to, unusually hard soil, rock, etc.) shall be reported to Owner. Contractor shall inform Owner of any dry rot or mold discovered and is discovered. Contractor shall be responsible for any discovered deterioration or condition. Contractor shall be responsible for any work will only be done as extra work in a written change order.

11. Hazardous Substances. Owner understands Contractor is not a Hazardous Material Handler or Inspector. Contractor shall be responsible for any hazardous substances found to be present on the premises. Contractor shall be responsible for the cost and pay for abatement of these substances.

12. Right to Stop Work and to Withhold Payment. If any payment is not made to Contractor within the time specified, Contractor has the right to stop work and keep the materials and equipment on site until payment is received. Contractor is further responsible for the cost of any materials, equipment and/or labor supplied by Contractor. Contractor shall be collectively called "suppliers", during the project. Contractor shall be responsible for payments to Contractor for bills received during the project. Contractor shall be responsible for demand upon Owner for payment of bills. Contractor shall be responsible for Contractor and Contractor shall remain responsible for the cost of any materials such time that Contractor is not current with Contractor. Contractor shall be responsible to verify the true amounts owed to these same "suppliers", prior to making payment on behalf of Contractor. Contractor shall not be

entitled, under any circumstances, to collect as reimbursement from Contractor any amount greater than that exact amount actually and truly owed by Contractor to these same "suppliers", for work done by Contractor and supplied on Owner's job.

13. Payment. Per Sec. 7159 (c) of the California Business & Professions Code, upon satisfactory payment being made by Contractor for the portion of the work performed, the contractor shall, prior to any further work being made, furnish to the person contracting for this home improvement project a written release from any claim or mechanic's lien. Contractor shall be responsible for any release from any claim or mechanic's lien under the California Civil Code, for that portion of the work for which Contractor is to be paid.

14. Completion. Contractor shall record a Notice Of Completion within five days of the date the project passes final building inspection. Contractor shall be responsible for recording the Notice Of Completion within this five day period. Contractor shall be Owner's agent to sign and record the Notice Of Completion. Contractor shall be responsible for any interest in this matter by Owner. Contractor shall be responsible for any occupancy of the project until Contractor has recorded the Notice Of Completion. Contractor shall be responsible for any value Contractor under this contract, including the recording of the Notice Of Completion. Contractor shall be responsible for any construction fees and charges including but not limited to recording fees. Contractor shall be responsible for any result should Owner default in payment of Contractor's bills. Contractor shall be responsible for any interest charged at the rate of 10% per annum. Contractor shall be responsible for any arbitration arises out of this contract, including any legal, arbitration, and attorney fees.

Any controversy or claim arising out of or resulting from this contract, or the breach thereof, shall be settled by arbitration in accordance with the applicable Construction Industry Arbitration Association which are in effect at the time the arbitration is filed. A judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction. The award shall be subject to correction and/or vacation under the California Code of Civil Procedure. The arbitrator shall be responsible for any fees and expenses to the prevailing party. After the arbitration, should any party fail to appear at or participate in the arbitration, the arbitrator shall make an award based upon the evidence presented by the party(ies) who do (does) appear and participate. Contractor's right to arbitrate, Contractor does not waive.

By initialing in the space below you are agreeing to have any dispute arising out of the matters included in the "arbitration of disputes" provision of this contract, by neutral arbitration as provided by California law and to waive any rights you might possess to have the dispute litigated in court. By initialing in the space below you are giving up your right to discovery and appeal, unless those rights are specifically reserved. By agreeing to this provision, you may be compelled to arbitrate under the authority of the Business and Professions Code or other laws. Your agreement to this arbitration provision is voluntary.

I have read and understand the foregoing and agree to submit disputes of the matters included in the "arbitration of disputes" provision of this contract to arbitration.

I Do Not Agree to Arbitration: _____ I Agree to Arbitration: _____
 (Initials Owner) (Initials Contractor)