#52

Desert Painters

CA Contractors License No. XXXXXX
(C33) Painting & Decorating

HOME IMPROVEMENT CONTRACT
FOR INTERIOR HOUSE PAINTING NO. 000000000

1475 Jillbarr Court
Palm Desert, CA
800.820.5656
jim@calform.com

Should buyer wish to exercise their 3-Day Right to Cancel, the "Notice of Cancellation" may be sent to this address:

Owner's Name:	Owner's Address		
JOHN Q. CUSTOMER	949 GRANT STREET, SUITE 4A		
Owner's City	**Owner's Zip Code**	**Owner's Phone**	**Owner's Work Phone**
BENICIA	94510	707.747.4735	800.820.5656
Project Name & Address		**Email**	
747 Boeing St., Ste. 757, Benicia, CA 94510		bill@calform.com	

I/WE, the Owner(s) of the premises described above authorize YourCompanyNameHere, hereinafter referred to as "Contractor", to furnish all materials and labor necessary to paint and/or improve the interior of the above premises in a good, workmanlike and substantial manner according to the following terms, specifications and provisions:

a. Description of the Project and Description of the Significant Materials to be Used and Equipment to be Installed:

Room	Wall	Trim	Ceiling	Closet
family				
living				
entry				
hallway				
kitchen				
bath #1				

THIS IS A HOME IMPROVEMENT CONTRACT FOR INTERIOR PAINTING CALIFORNIA VERSION IP3-CA
This form is to create an agreement BETWEEN A HOMEOWNER OR TENANT for painting the interior of their home

b. Description of any area

These descriptions (paragraph a and b) and list of specific **be continued on subsequent pages (see n** **ow).**

c. Contract Price: Contractor proposes to perform the above work, (su** any additions and/or deductions pursuant to authori** ...

Total Sum of $ 14,000.00 **Down Payment (if any) $** 1000.00

THE DOWN **EXCEED $1,000 OR 1** **NTRACT PRICE, WH**

d. Schedule of Progress Payments:

	PAYMENT DUE WHEN	AMOUNT	PAYMENTS TO BE MAD
1.			
2.			
3.			
4.			

The **edule of** **ress payme** **ust spe** **ally describe each ph** **work or ser** **s sched** **to be supplied i** **h phas** **ong with the amour** **AGAINST TH** **AW FO** **CONTRACTOR TO COLLECT** **MENT FOR WORK** **NOT YET DU** **ERED.** **WEVER, A CONTRACTOR MAY** **UIRE A DOWN**

e. Commencem **nd Completion of Work:** Substantial c** ncement of w** nises or the performance o** labor and shall be subject to any permissi** ays as per provis**.

Approx** e Start**: 8-21-09 **09**

f. Lis **ocumen** **Incorporated i** **Contra** Home Improvement Notices

g. Additional Pro **visions and Notices Of This Contract Are On** **Pages (see page number below).** **A** **mercial general liability insurance is attached to this** **surance is attached to this contract. Read "Arbitration of Disputes" provision on page two (2), provision 15 and t** **, initial on the line below the NOTICE where indicated. Also, initial in the same place on EACH COPY of this c**

h. Acceptance: This contract is approved and accepted. I (we) understand there are no ora** **ment. The written terms, provisions, plans (if any), specifications and any other contract documents** **e parties. Changes in this agreement shall be done by written change order only and with the express a** **ed by the change order. Changes may incur additional charges.**

approved and accepted (owner) date approved a date

NOTE: This proposal may be withdr /09 **if not approved and signed by**

approved (contractor) date

Date The Buyer Signed This Co .

You are entitled to a completely filled in copy of this agreement, signed by both you and **y work may be started. The Owner or Tenant has the right to require the Contractor to have a perfo** **nd. The cost of this bond may be paid by the Owner. The law requires that the contractor give you a no** **right to cancel. Initial the checkbox if the contractor has given you a Notice of the Three-Day Right to Cancel.** ☐

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

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1. Plans, Specifications and Fees. ... described in this proposal/contract shall ... according to the plans and ... specifications (if any) except in the ... conflict when the provisions of this ... shall have control over both ... and the pl... required ... permits will be paid for ... and obt... Contractor.

2. Installation ... tractor has ... ght to subcontract a... of, or all ... work herein

3. Note abo... ra Work ... Change Orders. Extra Work and Chang... ers become par... contrac... the order is prepared in writing and signe... he parties prior ... commen... nt of any work covered by the new chang... er. The order ... describe ... ope of the extra work or change, the co... be added or su... ed from ... ntract, and the effect the order will hav... the schedule of p... s payme...

4. Change O... Should ... construction lender ... y govern... body or inspector ... any ... ion to the ... covered ... this proposal/contract, ... ost incurre... be added ... contract price as extra work ... er agrees to pay Contractor his norm... g price for such extra work.

5. Owner's Responsibility ... etc. Owner ... for the following: (1) to see that all necessary wat... to premises, and toil... facilities are provided on the premises. (2) to provide a storage area ... premises for equipment and materials. (3) to relocate and protect ... prevents Contractor from having free access to the work ar... limited to furniture, appliances, draperies, clothing, plants ... effects and properties. In the event that Owner fails ... Contractor may relocate these items as required but ... responsible for damage to these items during their ... performance of the work. (4) to correct any existing ... during the course of the work. Contractor shall ... existing defects such as, but not limited t... violations. (5) to maintain property insur... Physical Loss with Vandalism and Mal... least equal to the contract price, prior t... the project is destroyed or damaged by ... or vandalism, any work or materials supp... the project shall be paid for by Owner as...

6. Permissible Delays. Contractor sha... occasioned by delays resulting from: work... work, acts of owner or owner's agent in... progress payments or payments for extra w... bad weather, fire, strike, war, governmental... unforeseen by Contractor or beyond Cont...

7. Surplus Materials and Salvage. ... contract has been completed are the ... same. No credit is due Owner on ... contract is based upon a complete ... contract is the property of Contractor.

8. Cleanup & Advertising. Upon com... surplus materials, wherever possible, C... broom clean condition. Owner hereby gr... at the job site for the period of time st... continuing uninterrupted until fourt... and payment in full has been ... the project street address ... customers.

9. Method of Paint ... use any method of ... be brush, pad, roll... factors are to be m... does not guarantee ... shall provide a samp... request a paint sample, ... paint as identified in ... differences between the m...

10. Custom Mixed Colors. ... a paint supplier for credit. Shou... this job, Owner understands that a... paint chosen by Owner, no change... change order with Owner agreeing to a... price of the new colored paint in addition to ... custom mixed paint, and, the reimbursement to ... materials already expended in applying the or... paint.

11. Hazardous Substances. Owner underst... licensed as an inspector or abatement co... defined by the government). Should any suc... to be present on the premises, it is the Owne... inspection and abatement. Contractor ... being free of hazardous substances.

12. Right to Stop Work and to Wit... ... if any payment is not made to Contract... ve the right to stop work and keep the job ... are received. Contractor is further excus... erial, equipment and/or labor suppliers or a... ctively called "suppliers"), during the period that Ow... ents to Contractor for bills received during that same peri... s" make demand upon Owner for payment, Owner may make such pa... behalf of Contractor and Contractor shall reimburse O... amount at such time that Owner becomes current with Contractor ... e payments. Owner is responsible to verify the true amou... ractor to these same "suppliers", prior to making payment... Owner shall not be entitled, under any circumstances ... om Contractor any amount greater than that ex... d by Contractor to these same "suppliers", for ... Owner's job.

12. Payment. Per Sec... & Professions Code, upon satisfactory pay... work performed, the contractor shall, pri... furnish to the person contracting for thi... ional release from any claim or mecha... vil Code, for that portion of the work fo...

13. Colle... ... and charges including but not limite... Owner default in payment of this ... ct to interest charged at the rate ...

14... ... bitration arises out of this ... to all legal, arbitration, and ... bound to award fees based on ... ard the true amount of all costs,

...ntroversy or claim arising out of or ... the breach thereof, shall be settled by ... he applicable Construction Industry ... rbitration Association which are in effect ... tion is filed. A judgment upon the award ... be entered in any court having jurisdiction ... all be subject to correction and/or vacation ... ode of Civil Procedure. The arbitrator shall ... es and expenses to the prevailing party. After ... d any party fail to appear at or participate in the ... arbitrator shall make an award based upon the ... party(ies) who do (does) appear and participate. ... r's right to arbitrate, Contractor does not waive

...n the space below you are agreeing to have any ... the matters included in the "arbitration of disputes" ... neutral arbitration as provided by California law and ... rights you might possess to have the dispute litigated ... . By initialing in the space below you are giving up your ... scovery and appeal, unless those rights are specifically, ... bitration of disputes" provision. If you refuse to submit to ... reeing to this provision, you may be compelled to arbitrate ... rity of the Business and Professions Code or other ... Your agreement to this arbitration provision is voluntary.

...and understand the foregoing and agree to submit disputes ... the matters included in the "arbitration of disputes" provision ... itration.

...rbitration: _____ (Initials Owner)

I Agree to Arbitration: _____ (Initials Contractor)