

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

1. Contract, Plans, Specifications, Permits and Fees. The work described in this contract shall be done in accordance with the plans and specifications (if any) except in the event that the Contractor shall have control over the plans and the plan specifications. All required building permits shall be paid for by owner and obtained by contractor. All other charges, including assessments of any kind whatsoever, required by any governmental body, telephone utility company, or the like shall be paid for by Owner.

2. Insurance. Contractor has the right to subcontract any part of all of the work.

3. Notice 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 contractor must describe the scope of the extra work or change order to be added to the contract, and the effect the order will have on the scheduled progress payments.

4. Change Orders. Should the contractor, or any governmental body or inspector require any modification to be made under this proposal/contract, any cost incurred by Contractor shall be added to the contract price as extra work and Owner agrees to pay Contractor his normal selling price for such extra work.

5. Owner's Responsibility. Contractor's responsibility includes the following: (1) to see that all electrical, plumbing, and mechanical work is done in accordance with applicable codes and standards; (2) to provide access to all areas of the premises, and toilet facilities are provided on the premises; (3) to provide a storage area on the premises for equipment and materials; (4) to protect any item that prevents Contractor from performing his work in areas such as but not limited to TV or radio antennas, satellite dishes, and other equipment. In the event that Owner fails to relocate these items as required but in no event shall Contractor be liable for damage to these items during their relocation; (5) to obtain permission from the appropriate authorities that Contractor must use to gain access to the premises; (6) to be responsible and to hold Contractor harmless from the use of adjacent premises; (7) to be responsible for any defects which are recognized by Contractor; (8) to have no liability for corrective work for dry rot, structural defects, or mold; (9) to be responsible for work with Fire, Course of Construction, and Malicious Mischief clauses; (10) to pay Contractor's price, prior to and during performance of the work; (11) to be responsible for work or materials supplied by Contractor; (12) to be responsible for work or materials supplied by Contractor shall be paid for by Owner as extra work.

6. Delay. Contractor shall not be held responsible for delays resulting from: (1) acts of owner or owner's agents; (2) progress payments or materials; (3) labor, bad weather, fire, or other contingencies unforeseen by Contractor.

7. Surplus Materials and Storage. Contractor shall be responsible for removing by same. No contractor shall be held responsible because this contract is for work under this contract.

8. Cleanup & Protection. Contractor shall be responsible for surplus materials, broom clean, and removal of materials. Contractor shall be responsible for covering with drop cloth. Owner hereby agrees to the job site and continuing work completed and Contractor's right to publish the information given to prospective.

9. Concealed Damage. Contractor shall be responsible for or other sub-roof deterioration during the course of the work. Contractor shall be responsible for deterioration and any work done to correct deterioration will only be done as extra work.

10. Termites, Pests & Hazardous Materials. Contractor is not qualified or licensed for Hazardous Materials (as defined by the state including Termites). Should any such hazardous materials be present on the premises, it is the Contractor's responsibility to pay for inspection and abatement. Contractor shall be responsible for being free of hazardous substances.

11. Right to Stop Work and Retain Materials. If any payment is not made to Contractor, Contractor shall have the right to stop work until progress payments are received. Contractor shall be responsible for any material, equipment, and subcontractors (hereinafter collectively called "suppliers") that Owner is in arrears in making payments to Contractor during that same period. If these same "suppliers" make a claim against Owner for payment, Owner may make such payment on behalf of Contractor and Contractor shall reimburse Owner for this amount at such time that Owner becomes current with

Contractor for all past due payments. Owner is responsible to verify the true amounts owed by Contractor to the same "suppliers", prior to making payment on behalf of Contractor. Contractor shall not be entitled, under any circumstances, to collect from Contractor any amount greater than that exact amount owed by Contractor to these same "suppliers", for work performed on Owner's job.

12. Payment. Payment shall be made in accordance with the Business & Professions Code, upon satisfactory completion of the work performed, the contractor shall be required to sign and furnish to the person contracting with Contractor an unconditional release from any claim or action of the Civil Code, for that portion of the work.

13. Arbitration. Disputes and charges including but not limited to those that result should Owner default in payment shall be subject to interest charged at the rate of 12% per annum.

Should any arbitration arises out of this contract, Contractor shall be responsible for legal, arbitration, and attorney fees. The arbitrator shall be responsible to award fees based on any set, fee schedule, or other applicable law and the true amount of all costs, expenses and attorney fees.

Should any controversy or claim arising out of or resulting from this contract, or the breach thereof, shall be settled by arbitration 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(s) may be entered in any court having jurisdiction over the subject matter and shall be subject to correction and/or vacation in accordance with the Code of Civil Procedure. The arbitrator shall be responsible for attorney fees and expenses to the prevailing party. After any party fails to appear at or participate in the arbitration, the arbitrator shall make an award based upon the facts 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 resolved by neutral arbitration as provided by California law and to give up any rights you might possess to have the dispute litigated in a court of law or jury trial. By initialing in the space below you are giving up your right to discovery and appeal, unless those rights are specifically reserved in the "arbitration of disputes" provision. If you refuse to submit to arbitration after agreeing to this provision, you may be compelled to arbitrate under the authority of the Business and Professions Code or other applicable laws. Your agreement to this arbitration provision is voluntary.

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

I agree to Arbitration: _____ I Agree to Arbitration: _____
(Initials Owner) (Initials Contractor)