

XYZ PAINTING

PAINTING CONTRACT

XYZ Painting
"When you need it done right!"
 4444 Fifth St., Suite 666
 Lancaster, CA 93535
 Phone (661) xxx-xxxx
 Cell (661) xxx-xxxx
 Ca. Contr. Lic. #000000

General Contractor's Name: JOHN Q. CONTRACTOR		General Contractor's Address: 949 GRANT STREET	
General Contractor's City, State, Zip: BENICIA, CA 94510		General Contractor's Phone (s): 707-747-4735	General Contractor's Lic. No.: 337431
Project Owner's Name: JOHN Q. CUSTOMER		Project Owner's Address: 666 BOUNTY ST	
Project Owner's City, State, Zip: CONCORD, CA 94556			
Project Address, City, State, Zip (if different from Project Owners): 747 BOEING STREET, SUITE 757, CONCORD, CA 94556			
Construction Fund Holder Name (if any): WASHINGTON MUTUAL	Construction Fund Holder Address, City, State, Zip: 707 LEAR CIRCLE, CONCORD, CA 94556		Date: 8-10-03

This Contract is by and between XYZ Painting, hereinafter referred to as "Contractor" and John Q. Contractor the undersigned, hereinafter referred to as "General". If "General" is a General Contractor and also the owner, all references to "General" refer to the General in its capacity both as it's own contractor and as owner.

a. Description of work: Contractor agrees to perform, supply and finish upon the project described above, in a thorough and workmanlike manner, all and everything, within the scope of Contractor's license and the bounds of this contract, called for in the plans, specifications and contract documents.

Specifically: Paint exterior of above commercial building as per specification sheet dated 11-12-02 titled "Painting Specifications" a copy of which is attached to this contract.

This is Form PSC,
 Painting SubContract for use
 when you subcontract a job
 from a General Contractor
 to ORDER
 CALL ACT CONTRACTORS FORMS
 at 1-(800) 820-5656

b. Payment Schedule: Payment for the above work, upon completion by Contractor, shall be paid in accordance with paragraph (4) on page two herunder. In consideration whereof, pursuant to the terms and conditions set forth in this contract which contains multiple pages, General agrees to pay Contractor the sun of: Fourteen Thousand at 1-(800) 820-5656 \$4,000.00
By check upon receipt of invoice for the following draws: First draw after preparation - \$4000.00.
Second draw after priming- \$5000.00. Balance due on completion- \$5000.00.

Payment(s) for extra work shall be paid: Upon completion of the extra work and submission of invoice.

c. Commencement and Completion of Work: Contractor agrees to complete all work in accordance with the schedule set up by General with Contractor's approval. Contractor agrees to begin work within a reasonable time after being notified by General and complete the work within 30 days or by 8-21-03. Subject to such extensions of time as Contractor & General shall deem justified for delays caused by acts of God or other unavoidable casualties beyond Contractor's control such as but not limited to acts of others, inclement weather, labor troubles, extra work, and/or the failure of Contractor to receive timely progress payments.

Is a Performance or Labor Bond Required? YES NO (if yes, specify): For full amount of the contract.

d. Contractor's Responsibilities: This project is to be performed in compliance with Federal and California O.S.H.A. regulations and local, state, and national building codes and laws. Contractor is an independent, licensed contractor and is responsible for it's employees, sub-Contractors (if any), materials, equipment, and all applicable taxes, benefits, and insurances. If required by General, Contractor will furnish a faithful performance and material and labor bond, at the expense of General, in an amount and through a bonding company acceptable to General.

e. Continuation: The specifications, provisions, terms and conditions on the back side and on any continuing pages are expressly incorporated into this contract.

f. Acceptance: This contract is approved and accepted by the undersigned Contractor and General for themselves, their agents, executors, and successors. Contractor and General understand that there are no oral agreements or understandings between the parties of this document. The written terms, conditions, covenants, provisions, payment schedule, and specifications in this document, which contains multiple pages, is the entire agreement between the parties. Changes in this document shall only be done by written change order in accordance with paragraph (5) on page two hereunder.

In Witness Whereof Contractor and General have executed this contract this 30th day of July, 20 03.

Contractor: _____
 (Signature of Contractor or Contractor's Agent)

General: _____
 (Signature of General or General's Agent)

Contractors are required by law to be licensed and regulated by the Contractors State License Board, which has jurisdiction to investigate complaints against contractors if a complaint regarding a patent act or omission is filed within four years of the date of the alleged violation. A complaint regarding a latent act or omission pertaining to structural defects must be filed within 10 years of the date of the alleged violation. Any questions concerning a contractor may be referred to the Registrar; Contractors State License Board, P.O. Box 26000, Sacramento, CA 95826.

Terms and Conditions

1. Main Contract Documents. General agrees to provide a copy of the plans, specifications, and parts of the main contract with the owner that apply to the performance by Contractor of the work under this contract. Contractor agrees to comply with and perform all provisions in the Main Contract that are applicable to Contractor's performance of this contract. The Main Contract documents are incorporated herein as part of this contract. Contractor shall not in any case, be responsible for any assessments of charges required by any government agencies or public or private utilities such as but not limited to assessments for financing or repaying the costs of sewers, storm drains, water service, schools or other public works or properties, or any other utilities or hookup or connection fees, unless specified in this contract.

2. Licensing. Contractor represents it is and shall remain properly licensed under California State Contractors' License Law, and that its Contractors and all Sub-Contractors are and will remain so properly licensed to perform all work under this contract.

3. Plans, specifications & quantities. The plans, specifications and this contract are intended to supplement each other but in the case of conflict, the plans shall control the specifications and this contract shall control both. If this contract is based upon a price, all quantities or amounts mentioned are understood to be approximate and subject to change when actual quantities and amounts are calculated from measurement of the finished job.

4. Payment. Contractor shall submit to General applications for payment as per the payment schedule on page one of this contract. Before any payment is made, Contractor shall provide General with labor and material releases, in proper statutory form and shall release all lien rights for work performed and materials furnished through the date to which the payment applies. Payments for extras will be made at the time stated in the payment schedule on page one of this contract. In any case, General shall pay Contractor, within ten (10) days of receipt from owner, the amount allowed by the owner to the General for work performed by Contractor during the preceding pay period.

5. Changes, alterations and substitutions. Changes to this contract must be made by written change order of Contractor. General may at any time, without voiding this contract, order extra work or make other changes through executing a change order altering, adding to, or deducting from this contract with the contract price being adjusted by accordingly. All parties will negotiate the amount to be added to or subtracted from the contract price. Upon request of General, Contractor shall promptly submit detailed estimates of the cost of any extra work or deletions proposed by Contractor. Contractor warrants that any substitution of equipment, materials, or method proposed shall be of equal or better quality and shall in all cases achieve the performance and cosmetic standards established by the Main Contract, this contract, and any contract documents. Any such change orders are a part of this contract and are incorporated herein and shall be executed under the conditions set forth in this contract.

6. Permits, compliance and inspections. Although rarely required, Contractor will apply for and obtain any special building permits required for Contractor's work and the expense of such special permits shall be included in the price of this contract unless otherwise stated herein. Contractor shall not be obligated to pay any part of the primary building permit obtained by General or Owner, if such a permit exists, even though Contractor's work may be covered under that primary permit. Contractor shall not be responsible to pay any assessments or charges as specified in provision (1) above. Contractor

will comply with all applicable building codes, statutes, regulations, and ordinances of any governmental agency or authority. Contractor will call for and be responsible for all inspections covered under any special permits that Contractor has obtained.

7. Cleanup & Surplus. Contractor will clean up and remove all surplus materials and debris, (leaving work areas broom clean), resulting from performance of it's work. All surplus material is the property of Contractor.

8. Labor and Materials. Contractor shall pay all valid charges for labor and materials used on the work covered in this contract, but is excused from this obligation for all bills received in any period in which General is not current with progress payments to Contractor.

9. Destruction of the premises. If the building is destroyed by fire, vandalism, or other catastrophe, Contractor shall be paid the contract value of all work performed to that point and shall be relieved of any further obligations under this contract.

10. Construction Lender. General hereby authorizes the construction lender to make all payments directly to Contractor when due. General represents that the amount of the construction loan is sufficient to pay the price of this contract and that the scope of this contract is included in the construction loan account.

11. Guarantee and manufacturers warranties. Contractor to furnish to General and Owner a written guarantee covering all defects in labor, (unless specifications call for a longer period of guarantee), for a period of one year from the date of completion of this contract. Any material, product or equipment warranties that may exist are the sole responsibility of the manufacturer of the materials, products or equipment installed.

12. Arbitration. If any question arises regarding the work under this contract, or regarding the performance of this contract, or regarding rights and obligations of Contractor and General with respect to the terms and provisions of this contract including any dispute over the plans and specifications or other contract documents, such questions or dispute shall be subject to arbitration. Arbitration shall be conducted in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association, in effect at the time the arbitration is initiated, and judgment may be entered on the award. If any party does not appear at or participate in arbitration proceedings, the arbitrator is empowered to decide the controversy in accordance with whatever evidence is presented by the party(ies) that do participate. In the event arbitration is instituted by either party hereto, the arbitrator, as it shall deem proper, shall award to the prevailing party or parties reasonable attorney's fees and costs.

13. Legal Fees. In the event litigation arises out of this contract or the performance thereof, prevailing party(ies) are entitled to all legal, arbitration, and attorney fees. The court shall not be bound to award fees based on any set, fee schedule but shall if it chooses, award the true amount of all costs, expenses and attorney fees paid or incurred.

14. Notice. Any notice required or permitted under this contract may be given by ordinary mail at the address of both parties contained on page one of this contract. This address may be changed from time to time by written notice given by one party to the other. After a notice is correctly posted and deposited in the mail, it shall be deemed received after one (1) day.

15. Invalidity. If any provision, term, or condition in this contract is held to be invalid, void, or unenforceable, the remaining provisions, terms, or conditions shall nevertheless continue in full force.

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Painting Subcontract for use
from a General Contractor
CALL TO ORDER
at 1-(800) 820-5656