

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

1. Plans, Specifications, Permits and Fees. The work described in this proposal/contract shall be done according to the plans and the plan specifications (if any) except in the case of conflict when the provisions of this contract shall have control over both the plans and the plan specifications. All required building permits will be paid for by owner and obtained by Contractor. All other charges, taxes, assessments, fees, etc., of any kind required by any government body, telephone, utility company or the like shall be paid for by Owner.

2. Property Lines. Owner is responsible to locate and inform Contractor of the location of all property lines. At Contractor's discretion provide at Owner's expense, a licensed surveyor's property lines.

3. Change Orders. Should Owner, construction lender, inspector require any modification to the work covered under this contract, any cost incurred by Contractor shall be added to the contract. Owner agrees to pay Contractor his normal selling price for such work as well as any other modifications to the original proposal specified and approved by both parties in a written change order. Such change orders shall become a part of this proposal/contract and shall be incorporated.

4. Delay. Contractor shall not be held responsible for any delays resulting from: work done by Owner's subcontractors, extra work or owner's agent including failure of owner to make timely progress payments for extra work, shortages of material and/or labor, bad weather, governmental regulations, or any other contingencies unforeseen beyond Contractor's reasonable control.

5. Cleanup & Advertising. Upon completion, and after removal of surplus materials, wherever possible, Contractor will leave premises in a clean condition. Owner hereby grants to Contractor the right to use the site for the period of time starting at the date of signing of this contract until fourteen (14) days past the date the job in full has been made. Owner grants Contractor the right to list the address on a "references" list which may be given to prospective clients.

6. Unanticipated Conditions & Concealed Defects. Unusual or unanticipated conditions shall be paid for by Owner (conditions such as, but not limited to, ground conditions, hard soil, rocky soil, or the presence of ground water). Concealed defects of any dry rot or other deterioration or unanticipated conditions discovered during the course of the work. Contractor is not responsible for such discovered deterioration or condition and any work done by Contractor on such will only be done as extra work in a written change order.

7. Hazardous Substances. Owner understands that Contractor is not licensed as an inspector or abatement contractor for Hazardous Materials (as defined by the government). Should a hazardous substance be suspected to be present, it is the Owner's responsibility to arrange and pay for inspection and abatement.

8. Payment. Upon satisfactory payment being made for any portion of work performed, the contractor shall, prior to any further payment being made, furnish a person contracting for this home improvement, a full and unconditional release of any claim or mechanic's lien for that portion of the work for which payment has been made.

9. Collection. Owner agrees to pay all collection fees and charges including attorney fees limited to all legal and attorney fees that result should Owner default in payment under this proposal/contract. Overdue accounts are subject to interest charged at the rate of 12% per annum or at the highest rate allowed by law.

10. Legal Fees. In the event litigation or arbitration arises under this proposal/contract, prevailing party(ies) are entitled to all legal, arbitration and attorney fees. The court or arbitrator shall not be bound to award fees set, fee schedule but shall if it so chooses, award the true amount of all costs and attorney fees paid or incurred.

11. Discounts. All discounts for cash or prompt payment shall accrue

11. Arbitration of Disputes. Any controversy or claim arising out of or relating to this proposal/contract, or the breach thereof, shall be settled by arbitration in accordance with the applicable Construction Industry Arbitration Rules of the American Arbitration Association which are in effect at the time the demand for arbitration is filed. A judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. Any arbitration award shall be subject to correction

the law. The arbitrator shall enforce to the prevailing party. If any party fail to appear at or, the arbitrator shall make an award by the party(ies) who do not standing Contractor's right to its lien rights.

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to Arbitration _____ (Initials of Contractor)

censed and regulated by the has jurisdiction to investigate laint regarding a patent act or late of the alleged violation. A ssion pertaining to structural e date of the alleged violation. ay be referred to the Registrar, Box 26000, Sacramento, CA,



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CONSTRUCTION COST PLUS
PERCENTAGE PROPOSAL/CONTRACT THIS
FORM IS DESIGNED TO USE WITH FORM
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