



ABC Construction

HOME IMPROVEMENT CONTRACT

1525 Cottage Grove Avenue
 Benicia, CA 94510
 800.820.5656
 actforms@sbcglobal.net
 CA License No. 999999
 (B) General Building

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

Owner's Name: JOHN Q. CUSTOMER		Owner's Address: 949 GRANT STREET, SUITE 4A		
Owner's City: BENICIA	Owner's Zip Code: 94510	Owner's Home Phone: 707.747.4735	Owner's Work Phone: 800.820.5656	
Project Address: 747 BOEING STREET, SUITE 757		Project City: CONCORD	Project Zip Code: 94510	Project Phone: 510.015.1111
Date: 8-10-08				

I/WE, the Owner(s) of the premises described above authorize **YOUR COMPANY NAME HERE**, hereinafter referred to as "Contractor", to furnish all materials and labor necessary to improve 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 Us

Re-side the complete exterior of the above residence replacement of all corner trim and window trim with rou removed and hauled to dumps. Painting to be done by other



b. Description of any areas that will NOT be worked on: Detached garage in

These descriptions (paragraph a and b) and list of specifications may

c. Contract Price: Contractor proposes to perform the above work, (subject to any ar'

Total Sum of \$ 14,000.00 Down Payment (if any) \$ 1000.

d. Schedule of Progress Payments:

	PAYMENT DUE WHEN	AMOUNT
1.	_____	_____
2.	_____	_____
3.	_____	_____
4.	_____	_____

**THIS IS FORM GC4
 HOME IMPROVEMENT CONTRACT
 FOR USE BY SALESMAN**

**THIS IS ONE OF THE FORMS
 INCLUDED IN THE FULL VERSION OF
 ACT CONTRACTORS FORMS ON DISK
 FOR CALIFORNIA
 GENERAL CONTRACTORS
 SOFTWARE**

1.800.820.5656

The schedule of progress payments must specifically describe each phase of work services scheduled to be supplied in each phase, along with the amount of each r THE LAW FOR A CONTRACTOR TO COLLECT PAYMENT FOR WORK NOT YET DELIVERED. HOWEVER, A CONTRACTOR MAY REQUIRE A DOWNPAYMENT.

e. Commencement and Completion of Work: Substantial commencement of work shall mean eith performance of any labor and shall be subject to any permissible delays as per provision (8) on the rev

Approximate Start Date: 8-21-08 /

f. List of Documents to be Incorporated into the Contract: CA Home Improvement Notices Form,

g. Additional Provisions and Notices: Additional Provisions and Notices Of This Proposal/Contract Are O. Pages (see page number below). A notice concerning commercial general liability insurance is attached to insurance is attached to this contract. Read "Arbitration of Disputes" provision on page two (2), provision 18 arbitration, initial on the line below the NOTICE where indicated. Also, initial in the same place on EACH COP'

h. Acceptance: This proposal/contract is approved and accepted. I (we) understand there are no r agreement. The written terms, provisions, plans (if any), specifications and any other contract document* between the parties. Changes in this agreement shall be done by written change order only and with ' work covered by the change order. Changes may incur additional charges.

File
 Ir

_____ approved and accepted (owner) _____ date

_____ company representative _____ State Registration Number

_____ approved and accepted (owner) _____ date

NOTE: This proposal may be withdrawn after 20 days from 5/20/08 if not approved and signed by both parties.

_____ approved (contractor) _____ date

Date The Buyer Signed This Contract Is: 8-21-08

You are entitled to a completely filled in copy of this agreement, signed by both you and the contractor, before any work may be started. The Owner or Tenant has the right to require the Contractor to have a performance and payment bond. The cost of this bond may be paid by the Owner. The law requires that the contractor give you a notice explaining your right to cancel. Initial the checkbox if the contractor has given you a Notice of the Three-Day Right to Cancel.

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

1. Contractors Right to Cancel. Owner understands that final approval of this contract rests with Contractor and Contractor's installation and estimation departments. In the event this contract is not approved by Contractor, any payment made hereunder shall be refunded to Owner and this contract shall be null and void and of no effect. Contractor's signature herein shall constitute approval of this contract by Contractor.

2. Contract, Plans, Specifications, Permits and Fees. The work described in this 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 whatsoever, required by any government body, utility company or the like shall be paid for by Owner.

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

4. Installation. Contractor has the right to subcontract any part of, or all of, the work herein.

5. Note 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 order must describe the scope of the extra work or change, the cost to be added or subtracted from the contract, and the effect the order will have on the schedule of progress payments.

6. Change Orders. Should Owner, construction lender, or any government body or inspector require any modification to the work covered under this 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. All extra work as well as any other modifications to the original contract shall be specified and approved by both parties in a written change order. All change orders shall become a part of this contract and shall be incorporated herein.

7. Owner's Responsibility: Insurance etc. Owner is responsible for the following: (1) to see all necessary water, electrical power, access to premises, and toilet facilities are provided on the premises. (2) to provide a storage area on the premises for equipment & materials. (3) to relocate and protect any item that prevents Contractor from having free access to the work areas such as but not limited to TV or radio antennas, vehicles, tools, clothing, furniture, draperies, or garden equipment. If Owner fails to relocate such items, Contractor may relocate these items as needed but in no way is Contractor responsible for damage to these items during their relocation and during the performance of the work. (4) to obtain permission from the owner(s) of adjacent property(ies) that Contractor must use to gain access to work areas. Owner agrees to be responsible and to hold Contractor harmless and accept any risks resulting from the use of adjacent property(ies) by Contractor. (5) to correct any existing defects which are recognized during the course of the work. Contractor shall have no liability for correcting existing defects such as, but not limited to, dry rot, structural defects, or code violations. (6) to maintain property insurance with Fire, Course of Construction, all Physical Loss with Vandalism and Malicious Mischief clauses attached, in a sum at least equal to the contract price, prior to and during performance of this contract. If the project is destroyed or damaged by accident, disaster, calamity, theft or vandalism, work or materials supplied by Contractor in reconstructing or restoring the project shall be paid for by Owner as extra work.

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

9. Surplus Materials and Salvage. Any surplus materials left over after this contract has been completed are the property of Contractor. No credit is due Owner on returns for any surplus materials and all salvage resulting from work under this contract is the property of Contractor.

10. Cleanup & Advertising. Upon completion, and after removing all debris and surplus materials, wherever possible, Contractor will leave premises in a neat, broom clean condition. Owner hereby grants to Contractor the right to display signs at the job site for the period of time starting at the date of signing of this contract and continuing uninterrupted until fourteen (14) days past the date job is completed and payment in full is made. Owner grants Contractor the right to publish the project street address on a "references" list which may be given to prospective customers.

11. Unanticipated Conditions & Concealed Damage. Expense incurred because of unusual or unanticipated conditions shall be paid for by owner as extra work (conditions such as, but not limited to, ground conditions that require fill, or unusually hard soil, rocky soil, or the presence of ground water). Contractor will inform Owner of any dry rot or other deterioration or unanticipated condition which is concealed and is discovered. Contractor is not responsible to repair any such discovered deterioration or condition and work done by Contractor to remedy such will only be done as extra work in a written change order.

12. Hazardous Substances. Owner understands that Contractor is not qualified as a Hazardous Material Handler or Inspector or as a Hazardous Material Abatement contractor. Should any hazardous substances as defined by the government be found to be present on the premises, it is the Owners' responsibility to arrange and pay for abatement of these substances.

13. Right to Stop Work and to Withhold Payment on Labor and Materials. If any payment is not made to Contractor as per this contract, Contractor shall have the right to stop work and keep the job idle until all past due progress payments are received. Contractor is further excused by Owner from paying any material, equipment and/or labor suppliers or any subcontractors (hereinafter collectively called "suppliers"), during the period that Owner is in arrears in making payments to

Contractor for bills received during that same period. If these same "suppliers" make demand upon 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 these same "suppliers", prior to making payment on behalf of Contractor. Owner 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 or materials supplied on Owner's job.

14. Payment. Per Sec. 7159 (c) of the California Business & Professions Code, upon satisfactory payment being made for any portion of the work performed, the contractor shall, prior to any further payment being made, furnish to the person contracting for this home improvement, a full and unconditional release from any

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USE BY SALESMAN**

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INCLUDED IN THE FULL VERSION OF
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**18. Arbitration of
relating to this pr
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Arbitration Rule
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any of its lien right**

**NOTICE: By
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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.

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

I Agree to Arbitration: _____
(Initials Owner)

I Agree to Arbitration: _____
(Initials Contractor)