



Peoples Roofing

www.PeoplesRoofing.com

John Peoples, proprietor

NV Contractors License No. xxxxxxxx

COMMERCIAL ROOFING TIME & MATERIALS
PROPOSAL/CONTRACT NO. 000000000

1475 Jillbarr Court
Sparks, NV 89431
Office .. 775.xxx.xxxx
Fax 775.xxx.xxxx
jim@calform.com

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 Phone 707.747.4735	Owner's Work Phone 800.820.5656
Project Name & Address 747 BOEING STREET, SUITE 757, C			Email info@calform.com
Construction Fund Holder Name (If any) WESTAMERICA BANK		Construction Fund Holder Address 45678 SOLANO SQUARE	Construction Fund Holder City, State, Zip BENICIA, CA

I/WE, the Owner(s) of the premises described above authorize **John Peoples, proprietor** hereinafter referred to as "Contractor", to furnish the labor and materials necessary to roof and/or improve these premises in accordance with the specifications and drawings attached hereto.

**THIS IS THE
COMMERCIAL ROOFING TIME AND MATERIAL
CONTRACT FORM RC5**

This form is to be used as a contract between your company and a commercial property owner or their agent WHEN THE COMPENSATION FOR THE JOB IS ON A TIME AND MATERIAL BASIS. This contract is biased toward the roofing contractor and is concise but very protective of the contractor. This contract for is designed to work with our form COW Cost of Work Addendum which details and more importantly, clarifies, how the "cost of the work" is determined.

a. Description of Work:

This list of specifications may be continued on subsequent pages.

b. Payment: Contractor proposes to perform the above work subject to any additions or deletions. Owner will pay Contractor the "Cost of The Work", as defined in the attached addendum to this contract. The term "Cost of The Work" shall mean the cost of materials and labor plus Contractor's profit and overhead. The term "Cost of The Work" shall include all items listed in the attached addendum and will include all items listed in the attached addendum.

Contractor will submit all supporting documentation to Owner and invoice accordingly.

Click Here to go back to ACT Contractors Forms home page:

<http://www.ACTContractorsForms.com>

c. Commencement and Completion of Work: Commencement of work shall mean the physical start of work. Completion of work shall be subject to permissible delays as defined in provision (5) on the reverse side of this contract.

Approximate Start Date: 5/21-09 Approximate Completion Date: 5/21-09

d. Acceptance: This contract is approved and accepted by me (we) and there are no oral agreements or understandings. This contract is the entire agreement between the parties. Changes may only be made with the express approval of both parties. Changes may include additional charges.

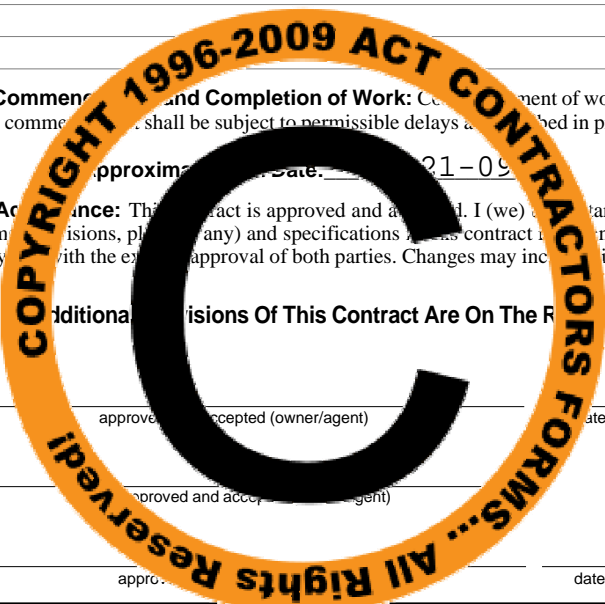
Additional Provisions Of This Contract Are On The Reverse Side And May Be Continued On Subsequent Pages.

Approved and accepted (owner/agent) _____ date _____

Approved and accepted (contractor) _____ date _____

OWNER/AGENT, see the provision on page two (provisions) following this provision. If you do not agree, initial on the line below the NOTICE where indicated, initial in the same place on EACH COPY of this contract.

NOTE: This contract may be withdrawn after 20 days from 5/20/09 if not approved and signed by both parties.



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

1. 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 the provisions of this contract shall have control over both the plans and the specifications. All required building permits will be paid for by owner. All other charges, taxes, assessments, fees etc., of any government body, telephone or utility company or other agency shall be paid by Owner.

2. Installation. Contractor shall install any part of, or all of, the work herein.

3. Change Order. If the lender, or any government body or other authority requires any work covered under this contract, any cost incurred by Contractor for such extra work and Owner agrees to pay Contractor for such extra work. All extra work as well as any other work shall be specified and approved by both parties in writing and orders shall become a part of this contract and shall be paid for by Owner.

4. Owner's Responsibility. Owner is responsible for the following: (1) to provide power, access to premises, and provide a storage area on the premises for equipment; (2) to protect any item that prevents Contractor from performing work but not limited to TV or radio antennas, etc.; (3) to relocate such items if necessary; (4) to relocate Contractor respect performance of property(ies) that to be responsible for the use of adjacent property which are recognized for correcting any code violation or code violation Construction, all attached, in a suit of this contract. calamity, or by re-roofing or rest

5. Delay. Contractor shall be responsible for any delays resulting from Contractor's or owner's agent payments for extension of time, war, government action or beyond Contractor's control.

6. Surplus Materials. If there is any surplus material from this contract has been provided by Contractor. No credit shall be given for same. No credit is based upon a receipt of the same property of Contractor.

7. Cleanup & Protection. Contractor shall maintain a clean condition of materials that settle into ceilings or no cleanup. Contractor shall be responsible for such areas wherever owned by Contractor the right to display the date of signature past the date Contractor may be given.

8. Concealment. Contractor shall be responsible for other sub-roofing the work. Contractor shall be responsible for any work done as extra work.

9. Termites. Contractor understands that Contractor is responsible for abatement contractor for Hazardous Materials, or for Pests (including Termites). Should any be suspected to be present on the premises, it shall be arranged and pay for inspection and abatement. Contractor shall be responsible for your building as being free of hazardous substances.

10. Right to Stop Work. If any payment is not received, Contractor shall have the right to stop work until all past due progress payments are received. Contractor shall be responsible for equipment and materials (hereinafter collectively called "suppliers"), in arrears in making payments to Contractor for such period. If these same "suppliers" make demand upon Contractor 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 owed by Contractor to these same "suppliers", for work performed on this job.

11. Collection. Contractor shall be responsible to pay all collection related expenses including but not limited to all legal and attorney fees that result should Contractor default in payment of this contract. All such accounts are subject to interest charges at a rate of 18% per annum or a higher rate allowed by law.

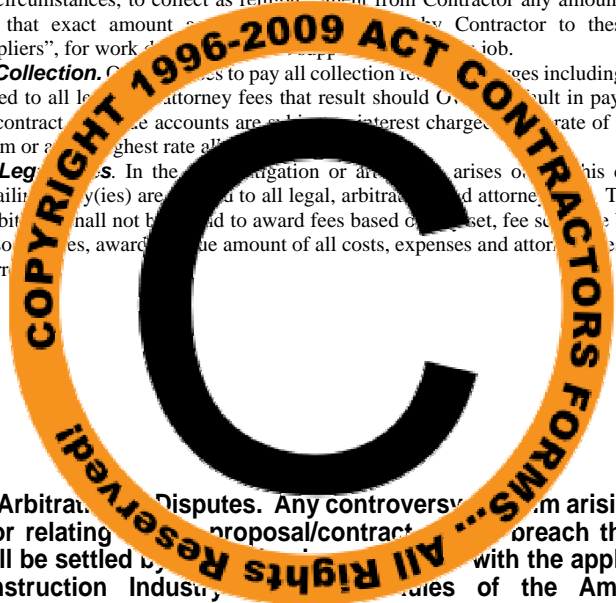
12. Legal Expenses. In the event litigation or arbitration arises out of this contract, prevailing party(ies) are entitled to all legal, arbitration and attorney fees. The court or arbitrator shall not be bound to award fees based on a net, fee schedule but shall award such fees, awards the amount of all costs, expenses and attorney fees paid or incurred.

13. Arbitration of Disputes. Any controversy or claim arising out of or relating to this proposal/contract shall be settled by arbitration with the applicable Construction Industry 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 and/or vacation for the reasons stated in the law. The arbitrator shall award reasonable attorneys fees and expenses to the prevailing party. After being given due notice, should any party fail to appear at or participate in the arbitration proceedings, the arbitrator shall make an award based upon the evidence presented by the party(ies) who do (does) appear and participate. Notwithstanding Contractor's right to arbitrate, Contractor does not waive any of its lien rights.

NOTICE: 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 decided by neutral arbitration as provided by law and you are giving up any rights you might possess to have the dispute litigated in a court or jury trial. By initialing in the space below you are giving up your judicial rights to discovery and appeal, unless those rights are specifically included 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 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: _____ I Agree to Arbitration _____
(Initials of Owner) (Initials of Contractor)



Click Here to go back to ACT Contractors Forms home page:
<http://www.ACTContractorsForms.com>