



ABC Construction

HOME IMPROVEMENT PROPOSAL/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 Used and Equipment to be Installed:

Re-side the complete exterior of the above residence with Hardiplank #45678. Work to include replacement of all corner trim and window trim with rough sawn redwood. Existing T-1-11 siding to be removed and hauled to dumps. Painting to be done by others.

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

These descriptions (paragraph a and b) and list of specifications may be continued on another page.

c. Contract Price: Contractor proposes to perform the above work, (subject to any additions and/or

Total Sum of \$ 14,000.00 Down Payment (if any) \$ 1000.00

d. Schedule of Progress Payments:

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

The schedule of progress payments must specifically describe each phase of work, the amount of work to be performed, and the amount of payment to be made. THE LAW FOR A CONTRACTOR TO COLLECT PAYMENT FOR WORK NOT COMPLETED IS NOT APPLICABLE. HOWEVER, A CONTRACTOR MAY REQUIRE A DOWNPAYMENT.

e. Commencement and Completion of Work: Substantial commencement of work shall mean either the performance of any labor and shall be subject to any permissible delays as per provision (5) on the reverse.

Approximate Start Date: 8-21-08 Appro: _____

f. List of Documents to be Incorporated into the Contract: CA Home Improvement Notices Form, 2-Noti

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g. Additional Provisions and Notices: Additional Provisions and Notices Of This Proposal/Contract Are Attached to this contract. A notice concerning commercial general liability insurance is attached to this contract. Read "Arbitration of Disputes" provision on page two (2), provide your signature and date on the line below the NOTICE where indicated. Also, initial in the same place on EACH page of this contract.

h. Acceptance: This proposal/contract is approved and accepted. I (we) understand there are no other conditions, written or oral, between the parties. Changes in this agreement shall be done by written change order only and with the express written consent of both parties. Changes may incur additional charges.

approved and accepted (owner)

date

NOTE: This proposal is not approved until the contractor has signed and dated this contract.

approved (contractor)

date

Date T

You are entitled to a completely filled in copy of this agreement, signed by both parties, before any work may be started. The Owner or Tenant has the right to require the Contractor to provide a bond. The cost of this bond may be paid by the Owner. The law requires that the Contractor provide a bond. Initial the checkbox if the contractor has given you a notice of his three-day right to cancel.



THIS IS FORM HIP HOME IMPROVEMENT PROPOSAL/CONTRACT

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

ADDITIONAL PROVISIONS- Unless otherwise specified herein, the following additional provisions are expressly incorporated into this proposal/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, Owner may be required to provide at Owner's expense, a licensed surveyor's map of the property showing property lines.

3. 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.

4. Change Orders. Should Owner, construction lender, or any government body or inspector require any modification to the work covered 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. 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.

6. 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 the job is completed and payment in full has been made. Owner grants Contractor the right to publish the project street address on a "references" list which may be given to prospective customers.

7. 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 during the course of the work. Contractor is not responsible to repair any such discovered deterioration or condition and any work done by Contractor to remedy such will only be done as extra work in a written change order.

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

9. 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 claim or mechanic's lien pursuant to Section 3114 of the Civil Code, for that portion of the work for which payment has been made.

10. Collection. Owner agrees to pay all collection fees and charges including but not limited to all legal and attorney fees that result should Owner default in payment of this proposal/contract. Overdue accounts are subject to interest charged at the rate of 10% per annum.

11. Legal Fees. In the event litigation or arbitration arises out of 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 based on any set, fee schedule but shall if it so chooses, award the true amount of all costs, expenses and attorney fees paid or incurred.

12. 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 and/or vacation for the reasons stated in the Code of Civil Procedure. The arbitrator shall award reasonable attorneys fees and expenses to the prevailing party. After

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