



# ABC Construction

## SERVICE AND REPAIR CONTRACT TIME AND MATERIAL

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

|   |                                   |   |  |
|---|-----------------------------------|---|--|
| Owner's Name:<br><b>JOHN O. CUSTOMER</b>                |                                   | Owner's Address:<br><b>949 GRANT STREET, SUITE 4A</b> |  |
| Owner's City:<br><b>BENICIA</b>                         | Owner's Zip Code:<br><b>94510</b> | Owner's Home Phone:<br><b>707.747.4735</b>            | Owner's Work Phone:<br><b>800.820.5656</b> |
| Project Address:<br><b>747 BOEING STREET, SUITE 757</b> |                                   | Project City:<br><b>CONCORD</b>                       |  |

I (we), the Owner(s) of the premises described above authorize **YOUR COMPANY NAME**, necessary to provide service or repair to the above premises in a good, workmanlike and subs

**a. Description of the Project and Materials to be Used and Equipment to be Installed:** Re residence with Hardiplank #45678. Work to include replaceme rough sawn redwood . Existing T-1-11 siding to be removed and others.



**Notice to the Buyer:** The law requires that service and repair co

- (A) The price must be no more than seven hundred and fifty
  - (B) You, the buyer, must have initiated contact with the co
  - (C) The contractor must not sell you goods or services be particular problem that caused you to contact the contra
  - (D) No payment is due and the contractor may not accept any ,
- I acknowledge receipt of the above.

**X**

(sig.

**b. Estimated Contract Price:** Contractor proposes to perform the above work for the **Estimated Con.** contract amount of a time and materials contract may not exceed the estimated contract amount without writte.

**c. Set Rate:** The set hourly rate for this contract is \$ 75.00 . Time will be computed in incremer. This rate schedule is the actual amount of contractor's expense for each employee after factoring in wage retirement benefits, bonuses, disability and workers compensation insurance, wage based liability insuran

**d. Estimated Cost of Materials:** The estimated cost of materials is \$ 85.00 .

**e. Amount of Service Charge:** \$ 75.00 . You may be charged only one service cha charge pays for Contractor costs of mobilization, travel time, inspection of the work and determination of the l

**f. Replaced Parts:** The law requires that the contractor offer you any parts that were replaced during the ser "OK for contractor to take replaced parts."  OK for contractor to take replac

**g. Additional Provisions and Notices:** Additional Provisions and Notices Of This Service and Repair Subsequent Pages (see page number below). A notice concerning commercial general liability insura compensation insurance is attached to this contract.

**h. Acceptance:** This Service & Repair contract is approved and accepted. I (we) understand there are no this agreement. I (we) understand that **PAYMENT IN FULL FOR THE WORK DONE UNDER THIS SERVICE**

approved and accepted (owner)

date

Date The Buyer Signed This Ser

**Notice to the Buyer: You are entitled to a completely filled in and signed copy of The law requires that the contractor give you a notice explaining your righ contractor has given you a Notice of Your Right tr**

**THIS IS FORM SRC2  
SERVICE & REPAIR CONTRACT  
FOR T&M WORK**

**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. 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 timely supply equipment, supplies or materials as agreed, 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.

**2. 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.

**3. Unanticipated Conditions & Concealed Damage.** Expense incurred because of unusual or unanticipated conditions shall be paid for by owner as extra work. 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. Per section 7159.10 of the CA Business & Professions Code, Service & Repair Contracts cannot exceed \$750 in total price. Should the price to do the extra work necessary to take care of any unanticipated condition or concealed damage cause the Service & Repair Contract amount to exceed \$750, Owner will pay for work already completed and Contractor and Owner will mutually cancel this Service & Repair Contract. Should Owner wish Contractor to perform the additional work, Contractor will draw up a conventional Home Improvement Contract per sec. 7159 of the CA Business & Professions Code as required by law.

**4. 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.

**5. 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 Service & Repair Contract. Overdue accounts are subject to interest charged at the rate of 10% per annum.

**6. 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.