



1066 Morgan Hill Ave.
Morgan Hill, CA 94945
Office... 408.XXX.XXXX
Fax..... 408.XXX.XXXX
rainbow_ptg_MH@gmail.com
CA Contractor License No. XXXXXX
(C33) Painting & Decoration

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

Owner's Name: JOHN Q. CUSTOMER
Owner's Address:
Owner's City: BENICIA
Owner's Zip Code:
Owner's Phone:
Owner's Work Phone:
Project Name & Address: 747 Boeing St., Ste. 757, Benicia, CA 94510
Email:

I/WE, the Owner(s) of the premises described above authorize YourCompanyNameHere, hereinafter referred to as "Contractor", to furnish all materials and labor necessary to paint and/or improve the above premises 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:

Blank lines for describing the project and materials to be used.

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

Blank line for describing areas not to be worked on.

These descriptions (paragraph a and b) and list of specifications may be attached to this contract (see below).

c. Contract Price: Contractor proposes to perform the above work (including change orders), for the...

Total Sum of \$ 14,000.00 Down Payment

d. Schedule of Progress Payments:

PAYMENT DUE WHEN

- 1.
2.
3.
4.

The schedule of progress payments is a schedule of work or services scheduled to be performed for which payment is due. IT IS AGAINST THE LAW TO REQUIRE PAYMENT FOR MATERIALS NOT YET DELIVERED.

e. Commencement and Completion

Approximate Start Date:

f. List of Documents to be Incorporated

Blank lines for listing documents to be incorporated.

g. Additional Provisions and Conditions

Continued On Subsequent Page. This contract contains a provision regarding workers' compensation on page two (2), provision 15 and the NOTICE following this provision. If you are a contractor, you must initial the NOTICE where indicated. Also, initial in the same place on EACH COPY of this contract.

h. Acceptance: This proposal/contract is approved and accepted. I (we) understand there are no oral understandings between the parties of this agreement. The written terms, provisions, plans (if any), specifications and any other documents (if any) included with this proposal/contract is the entire agreement between the parties. Changes in this agreement shall be made by written change order only and with the express approval of both parties prior to the commencement of any work covered by the change order. Changes may incur additional charges.

approved and accepted (owner) date

approved (contractor) date

NOTE: This contract may be withdrawn or renegotiated after 30 days from 09.27.2014 if not approved and signed by BOTH parties.

approved and accepted (owner) date

Date The Buyer Signed This Contract Is: 8-21-2014

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.



initial here



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 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, telephone or utility company or the like shall be paid for by Owner.

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

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 contract, any cost incurred by Contractor shall be added to the contract price as extra work and Owner shall pay Contractor his normal selling price for such extra work as well as any other modifications to the original contract. All change orders shall become a part of this contract and be incorporated herein.

5. Owner's Responsibility: Insurance etc. Owner shall be responsible for the following: (1) to see all necessary water, sewer, gas, and electrical lines to premises, and toilet facilities are provided; (2) to provide a storage area on the premises for Contractor's equipment; (3) to relocate and protect any item that may be in the way of Contractor having free access to the work areas such as lawn mowers, lawnmowers, radio antennas, vehicles, tools, clothing, garden equipment. If Owner fails to do so, Contractor may relocate these items as needed and Contractor shall be responsible for damage to these items during the performance of the work. (4) to provide the owner(s) of adjacent property with reasonable access to work areas. Owner shall hold Contractor harmless and indemnify Contractor for use of adjacent property(ies) and for any damage to existing defects which are recognized by Contractor. Contractor shall have no liability for damage to adjacent areas, but not limited to, dry rot, mold, etc. (6) to maintain property in good condition, all Physical Loss with replacement value attached, in a sum at least equal to the value of the property damaged by accident, disaster, calamity, theft or vandalism of materials supplied by Contractor in reconstructing or restoring the project shall be paid for by Owner as extra work.

6. 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.

7. 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.

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

9. Method of Paint Application & Paint Color. Contractor to use any method of paint application that Contractor deems appropriate, whether it be brush, roller, spray, or a combination thereof. Where colors and finishes are to be matched, Contractor shall make reasonable attempts to do so. Contractor does not guarantee a perfect match. Contractor shall provide Owner and at Owner's expense, Contractor shall provide a sample of any paint for approval by Owner. Contractor shall provide a paint sample, Contractor is authorized to use any standard paint as identified in this contract. Contractor shall be responsible for any differences between the material and the paint as it is applied.

10. Hazardous Substances. Owner shall be responsible for not qualified as a Hazardous Material Abatement contractor. If hazardous substances as defined by the government are found on the premises, it is the Owner's responsibility to arrange for abatement of these substances.

11. Right to Stop Work and Retain Materials. If any payment is not made to Contractor under this contract, Contractor shall have the right to stop work on the job idle until all past due payments are received. If Contractor is further excused by Contractor 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.

12. 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 under Section 914 of the Civil Code, for the work performed.

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15. Arbitration of Disputes. Any controversy or claim arising out of or relating to this contract, or the breach thereof, shall be referred to and finally decided by arbitration in accordance with the Construction Industry Arbitration Act, Chapter 4, Division 9, Title 9, of the California Code of Civil Procedure.

The parties agree to submit to arbitration all claims for which arbitration is provided by the Construction Industry Arbitration Act, Chapter 4, Division 9, Title 9, of the California Code of Civil Procedure. The parties agree to arbitrate all disputes arising out of or relating to this contract, or the breach thereof, shall be referred to and finally decided by arbitration in accordance with the Construction Industry Arbitration Act, Chapter 4, Division 9, Title 9, of the California Code of Civil Procedure.

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