

SoCal REMOVAL

HOME IMPROVEMENT CONTRACT

This Contract was signed by Buyer on _____[date].
Notice of Cancellation of this Contract may be sent to Contractor at the address below.

Contractor: SoCal Removal
15520 Rockfield Blvd., Suite B100, Irvine, CA 92618
Telephone: 949-446-0000
License No.: 980451

Buyer: [name]_____
[address]_____
[city, state, & zip code]_____
[telephone]_____

Contract Price: \$_____.

Down Payment:\$_____.

THE DOWN PAYMENT MAY NOT EXCEED \$1,000.00 OR 10 PERCENT OF THE CONTRACT PRICE, WHICHEVER IS LESS.

Finance Charges: \$_____.

Schedule of Progress Payments:

Payment 1: \$_____ shall be due upon first delivery of materials.

Payment 2: \$_____ shall be due upon 50% completion of work.

Payment 3: \$_____ shall be due upon completion of all work.

Description of the Project & Description of the Significant Materials to be Used & Equipment to be Installed:

Attachment "A" (Check if Applicable)

Approximate Start Date:_____.

Work under this Contract shall be deemed to have substantially commenced when Contractor moves equipment onto the work site or on the first delivery of project materials to the work site, whichever is later.

Approximate Completion Date:_____.

List of Documents to be Incorporated into the Contract:

1. Commercial General Liability Insurance
2. Workers Compensation Insurance
3. Attachment "A" (if checked above)
4. Customer Communication/Work Authorization
5. Water Damage Customer Information
6. Work Authorization and Assignment of Insurance Benefits

Extra Work and Change Orders: The Buyer may not require the Contractor to perform extra or change order work without providing written authorization prior to the commencement of any work covered by the new change order. Extra work or a change order is not enforceable against Buyer unless the change order also identifies all of the following in writing prior to the commencement of any work covered by the new change order: (1) the scope of work encompassed by the order, (2) the amount to be added or subtracted from the Contract, and (3) the effect the order will make in the progress payments or the completion date. The Contractor's failure to comply with these requirements does not preclude the recovery of compensation for work performed based upon legal or equitable remedies designed to prevent unjust enrichment.

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.

Commercial General Liability Insurance (CGL): A notice concerning commercial general liability insurance is attached to this contract.

Workers Compensation Insurance: A notice concerning workers' compensation insurance is attached to this Contract.

Mechanics' Lien Warning: Anyone who helps improve your property, but who is not paid, may record what is called a mechanics' lien on your property. A mechanics' lien is a claim, like a mortgage or home equity loan, made against your property and recorded with the county recorder. Even if you pay your contractor in full, unpaid subcontractors, suppliers, and laborers who helped to improve your property may record mechanics' liens and sue you in court to foreclose the lien. If a court finds the lien is valid, you could be forced to pay twice or have a court officer sell your home to pay the lien. Liens can also affect your credit.

To preserve their right to record a lien, each subcontractor and material supplier must provide you with a document called a '20-day Preliminary Notice.' This notice is not a lien. The purpose of the notice is to let you know that the person who sends you the notice has the right to record a lien on your property if he or she is not paid. BE CAREFUL.

The Preliminary Notice can be sent up to 20 days after the subcontractor starts work or the supplier provides materials. This can be a big problem if you pay your contractor before you have received the Preliminary Notices. You will not get Preliminary Notices from your prime contractor or from laborers who work on your project. The law assumes that you already know they are improving your property. PROTECT YOURSELF FROM LIENS. You can protect yourself from liens by getting a list from your contractor of all the subcontractors and material suppliers that work on your project. Find out from your contractor when these subcontractors started work and when these suppliers delivered goods or materials. Then wait 20 days, paying attention to the Preliminary Notices you receive. For other ways to prevent liens, visit CSLB's internet Web site at www.cslb.ca.gov or call CSLB at 800-321-CSLB (2752). REMEMBER, IF YOU DO NOTHING, YOU RISK HAVING A LIEN PLACED ON YOUR HOME. This can mean that you may have to pay twice, or face the forced sale of your home to pay what you owe.

Information about the Contractor's State License Board (CSLB):

CSLB is the state consumer protection agency that licenses and regulates construction contractors. Contact CSLB for information about the licensed contractor you are considering, including information about disclosable complaints, disciplinary actions, and civil judgments that are reported to CSLB. Use only licensed contractors. If you file a complaint against a licensed contractor within legal deadline (usually four years), CSLB has authority to investigate the complaint. If you use an unlicensed contractor, CSLB may not be able to help you resolve your complaint. Your only remedy may be in a civil court, and you may be liable for damages arising out of any injuries to the unlicensed contractor or the unlicensed contractor's employees.

For more information: Visit CSLB's Internet Web site at www.cslb.ca.gov.

Call CSLB at 800-321-CSLB (2752). Write CSLB at P.O. Box 26000, Sacramento, CA 95826

Three-Day Right to Cancel: _____The law requires that the Contractor give you a notice explaining your right to cancel. Initial the check box if the Contractor has given you a "Notice of the Three-Day Right to Cancel.

Miscellaneous Terms and Conditions:

1. TERM OF CONTRACT: This Contract will become effective on date above written and will continue in effect until the services provided herein have been performed or until terminated as provided herein.
2. METHOD OF PERFORMING SERVICES: Contractor will determine the method, details, and means of performing the above described services.
3. CONCEALED CONDITIONS: Contractor scope of work does not include the need for materials or work which cannot be seen by the naked eye. Any conditions behind walls, ceilings, confined spaces, flooring, concrete, are not included in the scope of work and not a part of this Contract unless referenced in the description of work above. Contractor will submit an extra work order to address concealed conditions.
4. EMPLOYMENT OF ASSISTANTS: Contractor may, at Contractor's own expense, employ assistants as Contractor deems necessary to perform the services required of Contractor under this Contract. Buyer may not control, direct, or supervise Contractor's assistants or employees in the performance of those services.
5. COOPERATION OF BUYER: Buyer agrees to comply with all reasonable requests of Contractor and provide access to all locations on the premises reasonable necessary to the performance of Contractor's duties under this contract. Buyer agrees to provide electric, water and restrooms where needed at Buyers sole expense.
6. ASSIGNMENT OF INSURANCE DRAFT: Buyer authorizes and instructs the Buyer's insurance company to include the Contractor as payee on any and all insurance checks or drafts issued for the claim forming the basis of the scope of work outlined in this Contract.
7. CONSEQUENTIAL DAMAGES: The parties agree that Contractor shall not be liable under any circumstances for consequential damages, including but not limited to lost profits, special damages, loss of earning capacity, loss of use, living expenses.
8. ENTIRE AGREEMENT OF THE PARTIES: This Contract supersedes any and all contracts, either oral or written, between the parties hereto with respect to the rendering of services by Contractor for Buyer and contains all of the covenants and agreements between the parties with respect to the rendering of such services in any manner whatsoever. Each party to this Contract acknowledges that no representations, inducements, promises, or agreements orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which is not embodied herein, and that no other agreements, statements, or promise not contained in the Contract shall be valid or binding. Any modification of this Contract will be effective only if it is in writing signed by both parties.
9. PARTIAL INVALIDITY: If any provision of this Contract is held by a court of competent jurisdiction to be in invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.
10. TERMINATION OF CONTRACT: This contract may be terminated upon written agreement of both parties. Buyer will be responsible for paying Contractor for any work performed and materials supplied up to the time the Contract is terminated.
11. LIMITED WARRANTY: Contractor guarantees, except for specific extended guarantees expressly provided by a manufacturer of a product, the work performed by Contractor for a period of one (1) year from the completion of the work, against any and all defects in work due to defective materials and/or workmanship. At the Contractor's option, the Contractor will repair or replace any defect in material or workmanship brought to Contractor's attention in writing during the one (1) year period. The guarantee excludes damage caused by natural causes or by other means not related to material or workmanship, or by misuse, lack of maintenance, negligence, or actions of third parties.

CONTRACTOR SPECIFICALLY DISCLAIMS ANY AND ALL OTHER WARRANTIES AND ALL IMPLIED WARRANTIES (EITHER IN FACT OR BY OPERATION OF LAW) INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY AN WITNESS FOR A PARTICULAR PURPOSE OR ANY IMPLIED WARRANTY ARISING OUT OF A COURSE OF DEALING, CUST OR USAGE OF TRADE.

12. HEALTH AND SAFETY: Maintaining Buyers and Buyers family member's personal health and safety is of great concern to Contractor. All occupants and pets should stay away from the work areas to protect their health and safety during the work progress. Material Data Safety Sheets for our products are available upon request.

Initial here if you want copies _____.

Exposure to certain molds may cause health problems. If you have any concerns, you should consult a physician. Has anyone in the property experienced health reaction to water intrusion? If yes, initial here _____.

13. ATTORNEY'S FEES & COSTS: Should it become necessary to institute legal proceedings to enforce collection of this contract, the prevailing party shall be entitled to recover reasonable attorney's fees, costs and expert consultant costs.

14. GOVERNING LAW: This Contract will be governed by and construed in accordance with the laws of the State of California and any action or proceeding shall occur in the County of Orange. BUYER AGREES TO COMPLY WITH AND BE BOUND TO ALL TERMS AND CONDITIONS OF THIS AGREEMENT. BY SIGNING THIS AGREEMENT, BUYER ACKNOWLEDGES AND AGREES THAT HE OR SHE HAS BEEN GIVEN SUFFICIENT TIME TO REVIEW THIS AGREEMENT AND ACKNOWLEDGES HAVING READ AND UNDERSTOOD ALL TERMS AND CONDITIONS OF THIS AGREEMENT

Executed at _____,
on the date and year first above written.

SoCal Removal

Buyer