

RESIDENTIAL LANDSCAPE HOME IMPROVEMENT CONTRACT

This **AGREEMENT** dated _____ is by and between _____
(hereinafter "Contractor" and "Contracting Party" and collectively referred to as the "Parties").

Contractor's Name _____ License No. _____ Phone (____) _____

Business Address _____ City _____ State _____ Zip _____

Project Contracting Party's Name _____ Phone (____) _____

Home Address _____ City _____ State _____ Zip _____

Work Address _____ City _____ State _____ Zip _____

Job Address _____ City _____ State _____ Zip _____

Legal Description Lot # _____ Tract # _____

The Notice of Cancellation may be sent to _____ (Contractor) at the following address:

A. Description of the Project and Description of the Significant Materials to be Used and Equipment to be Installed:

For projects involving a swimming pool, the project description also must include a plan and scale drawing showing the shape, size, dimensions, and the construction and equipment specifications. If this project involves a swimming pool, this information appears on an attached document.

B. List of documents to be incorporated into the Contract:

The work shall include the descriptions contained in the following attachments which are incorporated herein by reference and by such incorporation become part of this Agreement:

- 1 Any Shop Drawings as supplied by Contractor with notations as specified on shop drawings.
 - 2 Any Plans or Specifications specifically governing Contractor's Work delivered to Contractor by Contracting Party before execution of this Agreement.
 - 3 A Notice concerning commercial general liability insurance is attached to this contract.
 - 4 A Notice concerning Workers Compensation Insurance is attached to this contract.
 - 5 Any legally required permit for construction shall be procured by _____, who shall be responsible for paying all permit-related costs and arranging for all inspections and shall be responsible for obtaining and paying for any licenses relating to the construction project.
- Other:

A substantial commencement of the above described work shall be deemed to be delivery of any materials to the Project or physical performance of any work by Contractor or its agents, employees, or subcontractors, whichever occurs first at the jobsite.

C. Contract Price: Total contract price to be: \$ _____.

Finance charge (if any): \$ _____.

Downpayment (if any): \$ _____.

THE DOWNPAYMENT MAY NOT EXCEED \$1,000 OR 10 PERCENT OF THE CONTRACT PRICE, WHICHEVER IS LESS.

SCHEDULE OF PROGRESS PAYMENTS

WORK OR SERVICE PERFORMED	AMOUNT DUE ON COMPLETION
1. _____	\$ _____
2. _____	\$ _____
3. _____	\$ _____
4. _____	\$ _____
5. _____	\$ _____

The schedule of progress payments must specifically describe each phase of work, including the type and amount of work or services scheduled to be supplied in each phase, along with the amount of each proposed progress payment. IT IS AGAINST THE LAW FOR A CONTRACTOR TO COLLECT PAYMENT FOR WORK NOT YET COMPLETED, OR FOR MATERIALS NOT YET DELIVERED. HOWEVER, A CONTRACTOR MAY REQUIRE A DOWNPAYMENT.

If Contracting Party has any objection or problem with any billing or payment or if Contracting Party disputes any payment that Contractor contends is due, Contracting Party shall raise the issue immediately in writing with Contractor. If Contractor receives no such written notice within five (5) business days that a charge or billing or payment request is disputed or objected to, Contracting Party shall be deemed to have waived any objection to or dispute with the charge, billing or payment request.

Interest at a rate of 1.5% per month shall be imposed and paid by Contracting Party for any payment not received within 20 days after billing date.

D. Contracting Party's Responsibility for Job Site Readiness:

Contracting Party shall have job site ready for commencement of the work of improvement no later than the approximate start date and so notify the Contractor in writing when the job site is ready for commencement of the work or improvement.

E. Approximate Start Date:

The approximate date when the work will begin, unless extended by agreement, shall be: _____.

F. Approximate Completion Date:

The approximate date when work is to be completed, unless extended by agreement, shall be: _____.

G. Releases: Upon payment being requested or made for any portion of the work performed, Contractor shall furnish conditional or unconditional releases pursuant to Sections 8132-8138 of the Civil Code for that portion of the work for which payment has been requested or made and received. Upon satisfactory payment being made for any portion of the work performed, the Contractor, prior to any further payment being made, shall furnish to Contracting Party a full and unconditional release from any potential lien claimant, claim or mechanics lien authorized pursuant to Sections 8400 and 8404 of the Civil Code for that portion of the work for which payment has been made.

H. Note about Extra Work and Change Orders: Extra Work Orders and Change Orders become part of this Agreement 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. The Contracting Party may not require the Contractor to perform extra work or changes without providing written authorization prior to the commencement of any work covered by the Order. If the building department or public entity requires a Change Order or extra work for the project and Contracting Party fails or refuses to provide written authorization of the required Change Order, such failure or refusal shall be deemed a material breach of contract, entitling Contractor to stop work on the project and seek legal remedies. Alternatively, the Contractor may perform the extra work required by the building department or public entity and the Contracting Party shall pay for such extra work at the Contractor's customary rates, including customary materials price markups.

I. If the Contractor fails to fully comply with the requirements set forth in paragraph (e) of the Business and Professions Code section 7159, the failure does not preclude the recovery of compensation for work performed based upon legal or equitable remedies designed to prevent unjust enrichment.

J. DISPUTE RESOLUTION. If the parties cannot agree in writing on an alternative method of resolving any dispute that may arise, then any dispute arising out of or related to this Agreement or the interpretation or performance thereof shall be decided by litigation in a Superior Court of competent jurisdiction. The Prevailing Party in any such litigation shall be awarded reasonable attorney fees, litigation costs and expenses. The Prevailing Party shall be determined in accordance with the positions of the parties before litigation commenced in comparison with the result achieved.

OPTION TO SUBMIT TO ARBITRATION: BY INITIALING IN THE SPACE BELOW YOU ARE AGREEING TO HAVE ANY DISPUTE ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE INTERPRETATION OR PERFORMANCE THEREOF DECIDED BY NEUTRAL ARBITRATION BEFORE A MUTUALLY AGREED UPON ARBITRATOR. EITHER PARTY MAY REQUEST THAT A DISPUTE BE SUBMITTED TO ARBITRATION BY SENDING A "REQUEST FOR ARBITRATION" TO THE OTHER PARTY BY CERTIFIED MAIL. THE PARTIES SHALL THEN HAVE 30 DAYS TO SELECT A MUTUALLY AGREEABLE ARBITRATOR. IF THE PARTIES CAN NOT AGREE ON A PRIVATE ARBITRATOR TO DECIDE THEIR DISPUTE, EITHER PARTY MAY SUBMIT THE MATTER TO ONE OF THE FOLLOWING RECOGNIZED ARBITRATION SERVICES: AMERICAN ARBITRATION ASSOCIATION, JAMS OR ADR SERVICES, INC.

ARBITRATION BETWEEN THE PARTIES SHALL BE CONDUCTED PURSUANT TO THE HOME CONSTRUCTION ARBITRATION RULES OF THE AMERICAN ARBITRATION ASSOCIATION OR SIMILAR RULES USED BY THE SELECTED ARBITRAL FORUM. BY AGREEING TO ARBITRATE, YOU ARE GIVING UP ANY RIGHTS YOU MIGHT POSSESS TO HAVE THE DISPUTE LITIGATED IN A COURT BEFORE A JUDGE OR JURY. THIS PROVISION, HOWEVER, DOES NOT PROHIBIT A PARTY FROM INITIALLY FILING A LAWSUIT IN ORDER TO PRESERVE ANY STATUTORY RIGHTS THAT WOULD OTHERWISE BE LOST BY SUBMITTING THE MATTER DIRECTLY TO ARBITRATION. IN SUCH INSTANCE, THE ANSWERING PARTY SHALL APPEAR IN THE CIVIL CASE AND THE PARTIES SHALL STIPULATE TO STAY THE MATTER PENDING COMPLETION OF THE ARBITRATION. ADDITIONALLY, NOTHING IN THIS SECTION SHALL PROHIBIT EITHER PARTY FROM FILING A CASE IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA - SMALL CLAIMS DIVISION, FOR MATTERS FALLING WITHIN THE AUTHORITY OF SUCH A DIVISION OF THE COURT.

IF YOU REFUSE TO SUBMIT TO ARBITRATION AFTER AGREEING TO THIS PROVISION, YOU MAY BE COMPELLED TO ARBITRATE UNDER THE AUTHORITY OF THE BUSINESS AND PROFESSIONS CODE OR OTHER APPLICABLE LAWS. YOUR AGREEMENT TO THIS ARBITRATION PROVISION IS VOLUNTARY. THE ARBITRATOR MAY, IN HIS OR HER DISCRETION, AWARD THE PREVAILING PARTY REASONABLE ATTORNEY FEES AS WELL AS THE COSTS OF EXPERT WITNESSES AND OTHER ARBITRATION FEES. NOTE: SUCH AWARD OF FEES AND COSTS MAY BE LIMITED OR PROHIBITED BY THE POLICIES OF THE PARTICULAR ARBITRATION SERVICE.

WE HAVE READ AND UNDERSTAND THE FOREGOING AND AGREE TO SUBMIT DISPUTES ARISING OUT OF THE MATTERS INCLUDED IN THE "DISPUTE RESOLUTION" PROVISION TO PRIVATE, BINDING ARBITRATION.

I agree to arbitration: _____
(Initials of Contracting Party)

I agree to arbitration: _____
(Initials of Contractor)

COMMERCIAL GENERAL LIABILITY INSURANCE (CGL)

- ☐ This Contractor does not carry commercial general liability insurance. ... OR ...
- ☐ This Contractor carries commercial general liability insurance written by _____.
You may call the insurance company at _____ to check the contractor's insurance coverage. ... OR ...
- ☐ This Contractor is self-insured. ... OR ...
- ☐ This contractor is a limited liability company that carries liability insurance or maintains other security as required by law. You may call _____ at _____ to check on the contractor's insurance coverage or security.

WORKERS' COMPENSATION INSURANCE

- ☐ This Contractor has no employees and is exempt from workers' compensation requirements. ... OR ...
- ☐ This Contractor carries workers' compensation insurance for all employees.

ADDITIONAL TERMS AND CONDITIONS

- 1.00 **LICENSING:** Contractor is duly licensed under the law and statutes of the State of California.
- 2.00 **EXCLUSIONS & QUALIFICATIONS:** A reasonable allowance on all dimensions shall be allowed. Site will be received free of debris and ready to commence work. This Agreement provides for no import, export, or movement of soil unless indicated here:
- 3.00 **EXTRA OR CHANGE ORDER WORK:** Should Contracting Party or his/her agents direct or request additional work outside the scope of the attached plans and specifications, then Contractor shall perform that work, and the cost of the additional work shall be added to the contract price in accordance with a signed Change Order and paid by the Contracting Party as agreed. Contracting Party may not require Contractor to provide extra or change order work without providing written authority prior to the commencement of work covered by the new change order. Extra work or a change order is not enforceable against Contracting Party unless the Change Order also identifies all of the following in writing prior to the commencement of work covered by the new change order: (i) The scope of the work encompassed by the Order. (ii) The amount to be added or subtracted from the Contract. (iii) The effect the Order will make in the progress payments or the completion date. The Contractor's failure to comply with the requirements of this paragraph does not preclude the recovery of compensation for work performed based upon legal or equitable remedies designed to prevent unjust enrichment. Contractor shall be reimbursed for any unusual or unknown conditions such as rock and high water table, etc.
- 4.00 **RIGHT TO STOP WORK/TERMINATE CONTRACT:** Contractor shall have the right to stop work if any payment shall not be made to Contractor as required under this Agreement. Such action by Contractor shall not, in any manner, be deemed a breach of this Agreement by Contractor. Contractor has the right to terminate the Agreement if payment has not been made, in full, within 45 days after the date of Contractor invoice sent by mail or hand delivered. If Contractor has suspended work for any reason authorized by this Agreement and the suspension continues for more than 30 days, Contractor has a right to terminate the Agreement by providing a written termination notice to Contracting Party.
- 5.00 **DELAYS:** Contractor shall be excused for any delays or defaults by him/her in the performance of this Agreement caused by acts of the Contracting Party or Contracting Party's agents, acts of any governmental authority, acts of God, the elements, war conditions, commercial shortages of required labor or materials, litigation, labor disputes, extra work, failure of Contracting Party to make payments when due promptly, or other contingencies unforeseeable by or beyond the control of the Contractor.
- 6.00 **CONTRACTOR RESPONSIBILITIES:**
- 6.10 **LIENS:** Upon satisfactory payment being made for any portion of the work performed, the Contractor shall be responsible for discharging all liens filed as a result of the work, to the extent of that portion of the work for which payment has been received.

- 6.20 **PERMITS:** Contractor will apply for and pay for all construction permits as necessary unless itemized as an addendum. However, Contracting Party shall be required to pay for all taxes, assessments, school fees, variance costs, and any other similar fees charged or required by public bodies and utilities for financing or repaying costs of the sewers, storm drains, water service, schools, other utilities, hookup charges, and the like.
- 6.30 **WORKERS' COMPENSATION AND LIABILITY INSURANCE:** Contractor shall provide and maintain during the continuance of this Agreement, a policy of workers' compensation and liability insurance for the protection of his/her employees and Contracting Party's property.
- 6.40 **BROOM CLEAN CONDITION:** On completion of the project, Contractor shall remove all debris and surplus materials of his/her own making from the site of the project and leave such site in "broom clean" condition.
- 6.4.1 **HEAVY EQUIPMENT DAMAGE:** Customer agrees that Contractor will bring heavy equipment on the property which will make marks, compressions, tracks, scuffs and other damage to surfaces ("Equipment marks"). Customer waives claims against Contractor for such equipment marks and for any and all damage caused by such equipment, whether foreseen or unforeseen, when such equipment has been used in a customary intended manner consistent with customary industry standards or practices.
- 6.50 **MATCHING COLOR AND TEXTURE:** Where texture and colors are to be matched, Contractor shall make every reasonable effort to do so using standard textured colored materials, but does not guarantee a perfect match or that colors will not change over time or that different batches of materials will not age differently.
- 6.5.1 **STONE & CONCRETE:** Customer understands and acknowledges that new concrete cannot be installed in such a way that it matches existing concrete in appearance, color or finish. Customer also understands that different batches of concrete, even if poured on the same day, will have different properties and appearances when dry. Customer understands and agrees that natural stone, paver stones, flagstones, rocks, and manufactured concrete mason blocks also have variances in appearance and customer agrees to accept those variances. Customer also understands that concrete will crack, often in unpredictable ways. Customer agrees that Contractor does not and cannot represent that new concrete will match existing concrete in color, appearance, finish or any other aspect. Customer agrees that different pours of concrete will likely have color and appearance differences and agrees to accept those differences. Customer agrees that Contractor is not responsible for cracks in the concrete unless those cracks appear within one year of the completion of the pouring of the concrete, are wider than the width of the edge of a new US 25¢ piece quarter (approximately .069 inch), go through to the full depth of the concrete and at least two feet (24 inches) in length or result in a vertical displacement of concrete at the crack of ¼ inch or more and are as a result of contractor's work and not events occurring after work is completed.
- 7.00 **INSTRUMENT CONTROL:**
- 7.10 **AGREEMENT, SPECIFICATIONS & PLANS:** This Agreement, the plans for the project, and the specifications for the project, are intended to supplement each other so that any work mentioned in one such instrument but not the others, shall be performed in the same manner as if mentioned in all such instruments. If a conflict arises between such instruments, the specifications shall control over the plans and this Agreement shall control over both the plans and specifications.
- 7.20 **PRIOR AGREEMENTS:** This Agreement constitutes the sole and only Agreement of the Parties hereto relating to the project and correctly sets forth the rights, duties and obligations of each to the other, as of this date. Any prior agreements, promises, negotiations, or representations not expressly set forth in this Agreement are of no force and effect.
- 7.30 **MODIFICATION AND PAYMENT FOR MODIFICATION:** The Contracting Party and Contractor must agree in writing to any modification or addition to the work covered by this Agreement. The Contractor shall do no extra work without the written authorization of the Contracting Party. Any written agreement shall list the agreed price and any changes in terms, and be signed by both parties. Any Change Orders for changes or extra work shall be incorporated in, and become part of this Agreement. For any extra work performed, Contractor shall be compensated in an amount to be determined before the extra work is performed and such amount, including Contractor's usual fee for overhead and profit, shall be paid as the extra work progresses, concurrently with payments made under the payment schedule.
- 8.00 **NO FAULT DAMAGE—FIRE AND ACTS OF GOD:** If the project or any part thereof is destroyed by fire, theft, vandalism, accident or act of God, or in any other way damaged through no fault of the Contractor, any work done or materials furnished by Contractor in restoring or rebuilding the project shall be paid for by Contracting Party, as an "extra" if Contracting Party elects to rebuild. If Contracting Party elects not to rebuild, Contractor shall be reimbursed for specialty items ordered for this project in particular. This payment will include reasonable profit and overhead. Contracting Party must elect to rebuild or not within thirty (30) days of damage or destruction of the project. If Contracting Party fails to make such election, Contractor may terminate the Agreement, and shall be paid in the same manner as if the Contracting Party elected not to rebuild.
- 9.00 **LIMITED WARRANTY:**
- 9.10 **WORKMANSHIP AND MATERIALS, GENERALLY:** Work performed under this Agreement shall be completed in a manner consistent with industry standards. Approval by building inspectors shall be deemed to constitute a determination that work was completed in a manner consistent with industry standards and shall be binding on the undersigned. There is no implied warranty of merchantability or of fitness for any particular purpose. Contractor is not responsible for vandalism, theft, or failure of Contracting Party to perform regular cleaning or maintenance. The warranty is provided only if Contracting Party has complied with all the terms and conditions, payments, and other provisions of this Agreement. There are no warranties either expressed or implied except those specifically set forth in this Agreement. Contractor is not responsible for damage to work or materials caused by events beyond Contractor's control. This warranty shall terminate one year from the date of final inspection or the date of completion, whichever occurs first.
- Plant Material:** There are no guarantees or warranties relating to continued life or growth of plant material beyond 90 days from the project completion unless specifically stated here:

There are no guarantees for any damage to plants caused by overwatering or underwatering, from pets or other animals, or from over fertilization, pests, or diseases. Contractor shall not be responsible for any damage done by inclement weather. There is no guarantee or warranty that plants will bloom for any length of time or at all, or will achieve anticipated seasonal variations in color, or that the appearance of plants at the time of planting will continue throughout the year.

Installed Surfaces: There are no guarantees or warranties: against cracking, rising, settling or discoloration of installed surfaces, including installed concrete surfaces; that mastic or other fillers will not pull away from surfaces as a result of rising or settling; or that the color or finish of new surfaces, including concrete, can be matched to existing.

Irrigation Systems: Because all landscape projects must be watered on a strict schedule to establish the newly planted lawns, trees, shrubs and ground cover, this warranty is limited. Therefore, when a manual or automatic irrigation system is installed Contractor is not responsible for the growth or life of plant materials when Contracting Party or others change the watering schedule set by Contractor.

- 9.10.1 **LIVING & ARTIFICIAL GRASS PLANTINGS:** Customer understands that there are seams when sod grass is laid. These seams are often discolored or dead but that they eventually recover. Customer agrees that Contractor is not required to take any action due to seams between rolls of sod grass. Customer also understands that Artificial Grass (non-living) will have seams and that there are variations between rolls received. Customer accepts reasonable visible seams and variations in rolls of product and shall not hold Contractor responsible for variation or discernible seams.
- 9.20 **RIGHT TO REPLACE OR CORRECT:** The liability of Contractor for defective materials or installation under the warranty is hereby limited to the replacement or correction of such defective materials and/or installation. No other claims or demands whatsoever shall be made upon or allowed against the Contractor unless reasonable written notice and an opportunity to replace or correct materials or installation has first been provided.
- 9.30 **NONTRANSFERABILITY:** This limited warranty extends only to the Contracting Party and is not transferable.
- 9.40 **WARRANTY REQUEST PROCEDURE:** To make a Warranty Service Request for repair or service of a warranted item within the warranty period, Contracting Party shall submit to Contractor by Certified Mail, return receipt requested, a writing clearly entitled, "Warranty Service Request," describing in detail the nature of the request for service or warranty work and a statement of why Contracting Party believes the item or issue is covered by Contractor's warranty.
- 10.00 **CONTRACTING PARTY RESPONSIBILITIES:**
- 10.10 **PROPERTY LINES, EASEMENTS, AND ACCESSIBILITY:** Contracting Party shall be responsible for the location of property lines, easements and providing access for Contractor. Any work stoppage and/or change of work because of property line disputes or accessibility shall be treated as additional work and so charged.
- 10.20 **UNDERGROUND UTILITIES:** Contracting Party shall be responsible for informing Contractor of the location and depth of underground utility lines and/or systems.
- 10.30 In compliance with Federal and State law, Contracting Party agrees to make drinking water and toilet facilities available to all workers or compensate Contractor the cost of rented units. Contracting Party agrees to provide electricity and water at job site as may be required by Contractor to work herein.
- 10.40 Contracting Party or Contracting Party's agent shall be responsible to coordinate the respective trades to ensure efficient and economical accomplishment of the work.
- 10.50 **SITE ACCESS/RIGHTS OF WAY:** Contracting Party shall be responsible for providing Contractor with complete access, ingress, egress, right of way access and storage availability on the project site at all times from the beginning of the construction work until construction work is completed.
- 10.60 **SITE INVESTIGATION/UNKNOWN CONDITIONS/HAZARDS:** Contractor shall reasonably investigate site conditions by a visual view of the work location. Contracting Party is responsible for notifying Contractor of all conditions, hazards, hazardous substances or materials which may impact on the construction project or on the health and safety of Contractor and Contractor's employees. If any condition, hazard, hazardous substance or hazardous material is encountered by Contractor during construction, Contractor is entitled to cease all work until the situation is remedied to Contractor's satisfaction.
- 10.70 **EXCLUSION OF ASBESTOS AND OTHER HAZARDS:** Contractor has not proposed to perform any work involving asbestos or other hazardous materials or substances. If any asbestos or other hazardous materials or substances are encountered during construction, Contractor is entitled to cease all work until the situation is remedied to Contractor's satisfaction.
- 10.80 **MAINTENANCE RESPONSIBILITIES:** Unless specifically included in the scope of work, Contracting Party, and not the Contractor, is responsible for any existing conditions. In the event that any existing conditions are "illegal" or not in conformity with existing building code requirements, and Contractor is required by either Contracting Party, or anyone else, to repair, or bring those conditions up to code, then doing of same shall be treated as an "extra."
- 10.81 **WEEDS:** The Contracting Party shall be held responsible for weed control or eradication unless otherwise stipulated, except during post installation maintenance period, if any.
- 10.82 **SPRINKLERS:** The Contracting Party shall monitor sprinkler system and see that routine adjustments and maintenance are made. This may include cleaning of clogged sprinklerheads, changing of watering times and durations to suit seasonal changes, and/or repair to damaged heads or other parts.
- 10.83 **FERTILIZER:** The Contracting Party shall fertilize all lawns, groundcovers, trees, shrubs as needed.
- 10.84 **WATER:** The Contracting Party shall provide adequate watering of new plant materials as needed.
- 10.85 **FUNGICIDES, PESTICIDES & INSECTICIDES:** The Contracting Party shall apply fungicides, pesticides, or insecticides as needed to prevent or cure disease or pests of plant material and lawns.
- 10.86 **STAKING & GUYING:** The Contracting Party shall insure that all plant material remains staked and/or guyed until established.
- 10.87 **POST INSTALLATION MAINTENANCE:** Post installation maintenance shall be the responsibility of Contracting Party unless provided for herein:
- 11.00 **ASBESTOS, TOXIC MATERIAL, AND HAZARDOUS WASTE:** Unless the Agreement specifically calls for the removal, disturbance, or transportation of asbestos, toxic material, or other hazardous substances, the Parties acknowledge that such work requires special procedures, precautions, and/or licenses. Therefore, unless the Agreement specifically calls for same, if Contractor encounters such substances, Contractor shall immediately stop work and allow the Contracting Party to obtain a duly licensed asbestos and/or hazardous material contractor to perform the work. Or the Contractor may do the work pursuant to a Change Order.

- 12.00 **FORCE MAJEURE:** Except with respect to payment obligations under this Agreement, no Party shall be liable for, nor shall such Party be considered in breach of this Agreement, due to any failure to perform its obligations under this Agreement as a result of a cause beyond its control, including but not limited to any act of God or a public enemy or terrorist, act of any military, civil or regulatory authority, change in any law or regulation, fire, flood, earthquake, storm or other like event, disruption or outage of communications, power or other utility, labor problem, unavailability of supplies, epidemic, pandemic or other public health situation or resulting government action which restrains the ability of Contractor to commence, continue or complete performance of the Agreement. On reasonable notice, the time for performance shall be extended by the reasonable period of such delay. If the Project is delayed for more than sixty (60) continuous or intermittent days from the same Force Majeure cause, either Contractor or Contracting Party has the discretion to terminate the Contract without liability. Contractor shall be entitled to payment for work performed and materials supplied to the work site to the date of termination and for materials ordered if the order cannot reasonably be rescinded.
- 13.00 **VALIDITY AND DAMAGES:** In case one or more of the provisions of this Agreement or any application thereof shall be invalid, unenforceable or illegal, the validity, enforceability and legality of the remaining provisions and any other application shall not in any way be impaired thereby. Any damages for which Contractor may be liable to Contracting Party shall not, in any event, exceed the cash price of this Agreement.
- 14.00 **MARKETING RIGHTS:** Contractor and Contracting Party are both entitled to use the Project and photographs and electronic representations of the Project for marketing purposes. Contractor may give the city or town, but not street or street number, of the property in marketing materials.
- 15.00 **REPRESENTATIVE CAPACITY:** The person who signs this Agreement below represents that he or she has all the requisite and legal capacity to enter into this Agreement on behalf of the Contracting Party, including on behalf of a legal entity Contracting Party and on behalf of the individual signing as well as the spouse of Contracting Party, where applicable.
- 16.00 **JURISDICTION AND VENUE:** The Parties agree that this Agreement shall be governed by and interpreted according to the laws of the State of California and that the venue for any legal action brought to interpret or enforce the terms of this Agreement shall be in the court system of the county where the work under this Agreement was performed.

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 materials supplier must provide you with a document called a "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 material. 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 and materials. Then wait 20 days, paying attention to the Preliminary Notices you receive.

PAY WITH JOINT CHECKS. One way to protect yourself is to pay with a joint check. When your contractor tells you it is time to pay for the work of a subcontractor or supplier who has provided you with a Preliminary Notice, write a joint check payable to both the contractor and the subcontractor or material supplier.

For other ways to prevent liens, visit CSLB's 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 Contractors' 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 the 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 website at www.cslb.ca.gov • Call CSLB at 800-321-CSLB (2752) or • Write CSLB at P.O. Box 26000, Sacramento, CA 95826.

[For Contracting Parties Less than 65 Years of Age]

If you cancel, the contractor must return to you anything you paid within 10 days of receiving the notice of cancellation. For your part, you must make available to the contractor at your residence, in substantially as good condition as you received them, goods delivered to you under this contract or sale. Or, you may, if you wish, comply with the contractor's instructions on how to return the goods at the contractor's expense and risk. If you do make the goods available to the contractor and the contractor does not pick them up within 20 days of the date of your notice of cancellation, you may keep them without any further obligation. If you fail to make the goods available to the contractor, or if you agree to return the goods to the contractor and fail to do so, then you remain liable for performance of all obligations under the contract."

(Contracting Party's signature to acknowledge receipt of form)

(Date)

PAYMENT BOND: The Owner or tenant has the right to require that the Contractor have a performance and payment bond. The expense of the bond will be borne by the Owner or Contracting Party, if applicable.

Name and Registration Number of Home Improvement Sales Person, if any: _____

Date: _____

If More Than One Contracting Party, Second Contracting Party Sign Here

[For Contracting Parties 65 Years or Older]

If you cancel, the contractor must return to you anything you paid within 10 days of receiving the notice of cancellation. For your part, you must make available to the contractor at your residence, in substantially as good condition as you received them, goods delivered to you under this contract or sale. Or, you may, if you wish, comply with the contractor's instructions on how to return the goods at the contractor's expense and risk. If you do make the goods available to the contractor and the contractor does not pick them up within 20 days of the date of your notice of cancellation, you may keep them without any further obligation. If you fail to make the goods available to the contractor, or if you agree to return the goods to the contractor and fail to do so, then you remain liable for performance of all obligations under the contract."

_____ (Contracting Party's signature to acknowledge receipt of form)
_____ (Date)

PAYMENT BOND: The Owner or tenant has the right to require that the Contractor have a performance and payment bond. The expense of the bond will be borne by the Owner or Contracting Party, if applicable.

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.

Name and Registration Number of Home Improvement Sales Person, if any: _____

Date: _____

Landscape Contractor's Authorized Representative Sign Here

Date: _____

Contracting Party Sign Here _____

Date: _____

If More Than One Contracting Party, Second Contracting Party Sign Here

NOTICE OF CANCELLATION

(enter date of transaction)

You may cancel this transaction, without any penalty or obligation, within three business days (or five business days if Contracting Party is 65 years old or older) from the above date.

If you cancel, any property traded in any payments made by you under the contract or sale, and any negotiable instrument executed by you will be returned within 10 days following receipt by the seller of your cancellation notice, and any security interest arising out of the transaction will be canceled.

If you cancel, you must make available to the seller at your residence, in substantially as good condition as when received, any goods delivered to you under this contract or sale, or you may, if you wish, comply with the instructions of the seller's expense and risk.

If you do not make the goods available to the seller and the seller does not pick them up within 20 days of the date of your notice of cancellation, you may retain or dispose of the goods without any further obligation. If you fail to make the goods available to the seller, or if you agree to return the goods to the seller and fail to do so, then you remain liable for performance of all obligations under the contract.

To cancel this transaction, mail or deliver a signed and dated copy of this cancellation notice, or any other written notice, or send a telegram to:

Contractor: _____

Address: _____

Not Later Than Midnight of: _____

Last Date to Cancel

I Hereby Cancel this Transaction:

Date: _____

Contracting Party's Signature: _____

NOTICE OF CANCELLATION

(enter date of transaction)

You may cancel this transaction, without any penalty or obligation, within three business days (or five business days if Contracting Party is 65 years old or older) from the above date.

If you cancel, any property traded in any payments made by you under the contract or sale, and any negotiable instrument executed by you will be returned within 10 days following receipt by the seller of your cancellation notice, and any security interest arising out of the transaction will be canceled.

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To cancel this transaction, mail or deliver a signed and dated copy of this cancellation notice, or any other written notice, or send a telegram to:

Contractor: _____

Address: _____

Not Later Than Midnight of: _____

Last Date to Cancel

I Hereby Cancel this Transaction:

Date: _____

Contracting Party's Signature: _____

PROJECT NAME _____ DATE _____

PROJECT LOCATION _____ CHANGE ORDER # _____

OWNER'S NAME _____

EXISTING CONTRACT/SUBCONTRACT # _____ DATE OF EXISTING CONTRACT/SUBCONTRACT _____

The information in this column pertains to the contractor or subcontractor who will perform the work specified in this change order.

NAME _____

ADDRESS _____

CITY/STATE/ZIP _____

PHONE _____

FAX _____

E-MAIL _____

The information in this column pertains to the person who is responsible for authorizing the work specified in this change order. (For example: the owner, if the prime contractor will perform the work or have it performed by a subcontractor.)

NAME _____

ADDRESS _____

CITY/STATE/ZIP _____

PHONE _____

FAX _____

E-MAIL _____

The scope of work encompassed by the change order:

(IF THERE IS INSUFFICIENT ROOM, ATTACH ADDITIONAL PAGE)

The contract price is increased / decreased (cross one out) by \$ _____. Payment is due immediately upon completion of the work called for in this change order.

Add / Reduce (cross one out) _____ calendar day(s) to the contract completion date.

Describe any effect to progress payments: _____

The existing contract is incorporated into and made a part of this change order as if typed in it in full. This change order is governed by the original contract to the extent that it is unchanged.

SIGNATURE OF CONTRACTOR OR SUBCONTRACTOR PERFORMING THE WORK

SIGNATURE OF INDIVIDUAL AUTHORIZING THE WORK

LICENSE NUMBER

LICENSE NUMBER IF APPROPRIATE

DATE

DATE