

SERVICE AND REPAIR CONTRACT

THIS AGREEMENT IS BETWEEN

AND

Owner's Name _____

Owner's Address _____

City, State & Zip _____

Phone: _____ Fax: _____

Cell: _____ Other: _____

Email _____

**These forms are available from
www.amosprint.com and
californiahomeimprovementcontracts.com**
(These red lines are not printed on blank forms)

Job Location: _____

Contract Price This is a Fixed Price Contract. The Contract Price is \$ _____

Check one This Contract is based on a Time and Material formula. **Estimated Contract Price:** \$ _____

The estimated cost of materials is \$ _____, including overhead and profit. The hourly rate shall be \$ _____, which shall be charged in increments of (*check one*) quarter hours half hours hours. The actual contract amount of a Time and Materials Contract may not exceed the estimated contract amount without written authorization from the buyer.

Finance Charge: \$ _____

Must be stated separately from Contract amount.

Amount of Service Charge: \$ _____

You may be charged only one service charge, including any trip charge or inspection fee.

Description of the Project and Materials to be Used and Equipment to be installed: _____

List of Documents to be Incorporated into the Contract: A notice concerning commercial general liability insurance is attached to this contract; A notice concerning workers' compensation insurance is attached to this contract; Your Rights to Cancel Before Work Begins; Additional Project Specifications (*as required*);
Additional documents attached: _____

Notice to the Buyer: The law requires that service and repair contracts must meet all of the following requirements:

- (A) The price must be no more than seven hundred and fifty dollars (\$750).
- (B) You, the buyer, must have initiated contact with the contractor to request the work.
- (C) The contractor must not sell you goods or services beyond those reasonably necessary to take care of the particular problem that caused you to contact the contractor.
- (D) No payment is due and the contractor may not accept any payment until the work is completed.

Notice to the Buyer: You are entitled to a completely filled in and signed copy of this agreement before any work may be started.

OK for contractor to take replaced parts.

Replaced Parts: The law requires that the contractor offer you any parts that were replaced during the service call. If you do not want the parts, initial the checkbox labeled "OK for contractor to take replaced parts."

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 Your Right to Cancel."

X _____ **For:** _____
Owner's Signature Date Contractor's Firm Name

X _____ X _____
Owner's Signature Date Representative's Signature Date

ADDITIONAL TERMS AND CONDITIONS

Services Not Covered: Contractor will not perform any other work or trade other than that which is specified herein, including, but not limited to, carpentry, plaster/wall board work, electrical work, tile work, landscaping, masonry, flooring, roofing, paving, etc., even if that work is incidental or necessary to the contracted work, or necessary to restore the premises after the repair work.

Owner's Responsibilities and Site Conditions: Owner is responsible to supply water, gas, sewer and electrical utilities unless otherwise agreed to in writing. Electricity and water to the site are necessary. Owner shall allow and provide Contractor and its equipment access to the property. The Owner shall obtain permission from the Owner(s) of adjacent property(ies) that Contractor must use to gain access to the work areas. The Owner is responsible for having sufficient funds to comply with this agreement. Owner is responsible to secure, remove and protect all persons and/or property, and its contents. Owner shall hold harmless and indemnify Contractor against all claims arising out of Contractor's failure to do so. Contractor is not responsible for any persons and/or property, and its contents. The Owner shall point out and warrant property lines to Contractor, and shall hold Contractor harmless for any disputes or errors in the property line or setback locations.

Subcontracts: The Contractor may subcontract portions of this work to properly licensed and qualified subcontractors.

Changes in Work: Should the Owner, construction lender, or any public body or inspector direct any modifications or additions to the work covered by this Contract, the Contract price shall be adjusted accordingly. Any expense incurred due to such conditions shall be paid for by the Owner as added work and may change the type of contract required for the job.

Concealed Conditions: Contractor shall promptly notify the Owner of: 1) latent physical conditions at the job site differing materially from those indicated in the contract, or 2) unknown physical conditions differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in this contract. Any expense incurred due to such conditions shall be paid for by the Owner as added work and may change the type of contract required for the job.

Delays: Contractor agrees to start and pursue work through to its completion, but shall not be responsible for delays for and of the following reasons: failure of the issuance of all necessary building permits within a reasonable period of time; acts of neglect or omission by Owner or Owner's employees or agents; acts of God; weather delays; strikes, lockouts, boycotts or other labor union activities; extra work ordered by Owner; acts of criminals, riots or civil commotion; inability to secure material through regular recognized channels; imposition of Government priority or allocation of material; failure of Owner to make payments when due; delays caused by inspection or changes ordered by the inspectors of government bodies; acts of independent Contractors; holidays; or other causes beyond this Contractor's reasonable control.

Fees, Taxes, and Assessments: Taxes, Permits, Fees, and Assessments of all descriptions will be paid by Owner. Contractor will obtain all required building permits, at the sole expense of the Owner. Upon demand by Contractor, Owner shall provide funds to acquire any and all necessary permits in a timely fashion. Owner will pay assessments and charges required by public bodies and utilities for financing or repaying the cost of sewers, storm drains, water service, schools and school facilities, other utilities, hook-up charges and the like.

Payments and Right to Stop Work: Contractor shall have the right to stop work if any payment shall not be made to Contractor when due under this agreement. Contractor may keep the job idle until all payments due are received. In the event that collection efforts are initiated against Owner, Owner agrees to pay for all associated fees at the posted rates. If any check received from Owner does not clear our bank, Owner can be held liable for three times the amount of the check, up to \$500, not less than \$100, plus the face value of the check, as set forth on California Civil Code Section 1719. These remedies are in addition to any other right or remedy that Contractor may have. A failure by Owner to make payment when due is a material breach of this agreement.

Clean Up: Contractor will remove debris from its operation from Owner's property and will leave it in a neat and broom clean condition. Surplus materials left over from the project are the property of the Contractor and will be removed by same. No credit is due Owner on returns for any surplus materials because this contract is based upon a complete job.

Limitations: No action of any character arising from or relating to this contract, of the performance thereof, shall be commenced by either party against the other

more than two (2) years after completion or cessation of work under this contract.

Attorney's Fees: In the event that there is any litigation or an arbitration arising out of this agreement, then the prevailing party shall be entitled to its reasonable attorney's fees and costs.

Validity and Damages: In case one or more of the provisions of this agreement, or any application of this agreement, shall be invalid, unenforceable or illegal, the remaining provisions shall not in any way be impaired. Any damages for which Contractor may be liable to Owner shall not, in any event, exceed the contract price.

Asbestos, Lead, Mold, and other Hazardous Substances: Owner here represents that Owner has no knowledge of the existence on or in any part of the premises affected by the project of any asbestos, lead paint, mold (including any type of microbial or microbiological contamination, mildew, or fungus), or other hazardous materials or substances. Testing for the existence of any hazardous material or substance shall only be performed as expressly stated in writing. Contractor shall not be testing or performing any work whatsoever in an area that is not identified in this contract.

Unless this contract specifically calls for the removal, disturbance, or transportation of asbestos, polychlorinated biphenyl (PCB), mold, lead paint, or other hazardous substances, the parties acknowledge that such work requires special procedures, precautions, and/or licenses. Unless this contract specifically calls for same, the Contractor shall immediately stop work and allow the Owner to obtain a duly qualified asbestos and/or hazardous material contractor to perform the work or Contractor may perform the work itself at Contractor's option. Such work shall be treated as an extra under this contract.

In the event that mold or microbial contamination is removed by Contractor, Owner understands and agrees that due to the unpredictable characteristics of mold and microbial contamination, Contractor is not responsible for any recurring incidents of mold or microbial contamination appearing in the same or adjacent location subsequent to the completion of work performed by Contractor. Owner agrees to hold Contractor harmless, and shall indemnify Contractor harmless for any recurrence of mold or microbial contamination. Owner also agrees that Contractor shall not be responsible and agrees to hold Contractor harmless and indemnify Contractor for the existence of mold or microbial contamination in any area that Contractor was not contracted to test and/or remediate. Owner is hereby notified, and hereby acknowledges, that most insurers expressly disclaim coverage for any actual or alleged damages arising from mold or microbial contamination. Contractor makes no representations whatsoever as to coverage for mold or microbial contamination, though at Owner's expense and if requested in writing, Contractor will inquire as to the availability of additional coverage for such contamination or remediation, and will, if available, obtain such coverage at the expense of the Owner as an extra.

Weather and Other Damage: To the extent that weather may impact the work covered by this contract, Contractor will attempt to keep the project reasonably covered during the work. However, Owner understands that unexpected weather conditions can arise that might cause damage to the project or its contents. Contractor shall not be responsible for any such damage beyond its reasonable control.

Limited Warranty: Contractor warrants that all work performed by Contractor and its subcontractors shall be done in a good and workmanlike manner in accordance with accepted trade practices. Said warranty shall extend for one year from the date of substantial completion of Contractor's work, except that there is no warranty of any kind covering drain cleaning. The warranties for assemblies, appliances and the like, shall be those warranties provided by the manufacturer or supplier of that item rather than based on Contractor's warranty. Contractor shall gather and provide to Owner all such manufacturer's warranties. This is the only warranty provided by Contractor to Owner. Owner shall notify Contractor within twenty-four (24) hours of discovery of any warranty claim. Contractor shall respond to warranty calls with reasonable promptness, but only between the hours of 8:30 AM to 4:30 PM Monday through Friday, excluding holidays, unless otherwise agreed to in writing. Failure of Owner to notify Contractor as set forth herein shall void any warranties afforded herein. Contractor shall not be liable for water or other damages relating from any defect or delay in responding to said warranty. Contractor shall not be liable for any lost profits, incidental, special, exemplary, indirect or consequential damages resulting from any work performed, or any problem, whether or not covered by this limited warranty. No warranties shall apply if Contractor was not paid in full for all of the work it performed.

YOUR RIGHTS TO CANCEL BEFORE WORK BEGINS

- (A) You, the buyer, have the right to cancel this contract until:
1. You receive a copy of this contract signed and dated by you and the contractor; and
 2. The contractor starts work.
- (B) However, even if the work has begun you, the buyer, may still cancel the contract for any of the reasons specified in items 1 through 4 of this paragraph. If any of these reasons occur, you may cancel the contract within three business days of signing the contract for normal service and repairs, or within seven business days of signing a contract to repair or correct conditions resulting from any sudden or catastrophic event for which a state of emergency has been declared by the President of the United States or the Governor, or for which a local emergency has been declared by the executive officer or governing body of any city, county, or city and county:
1. You may cancel the contract if the price, including all labor and materials, is more than seven hundred fifty dollars (\$750).
 2. You may cancel the contract if you did not initiate the contact with the contractor to request the work.
 3. You may cancel the contract if the contractor sold you goods or services beyond those reasonably necessary to take care of the particular problem that caused you to contact the contractor.
 4. You may cancel the contract if the payment was due or the contractor accepted any money before the work was complete.
- (C) If any of these reasons for canceling occurred, you may cancel the contract as specified under paragraph (B) above by emailing, mailing, faxing, or delivering a written notice to the contractor at the contractor's place of business within three business days or, if applicable, seven business days of the date you received a signed and dated copy of this contract. Include your name, your address, and the date you received a signed copy of the contract and this notice.
- 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 it, any goods delivered to you under this contract. 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 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.

I, _____ hereby acknowledge that on _____ I was provided this
Print Buyer's Name Date
document titled "Your Rights to Cancel Before Work Begins." _____
Buyer's Signature

COMMERCIAL GENERAL LIABILITY INSURANCE (CGL)

Check the appropriate box:

- (A) This contractor does not carry commercial general liability insurance.
- (B) This contractor carries commercial general liability insurance written by _____.
- You may call the insurance company at _____ to check the contractor's insurance coverage.
- (C) This contractor is self-insured.
- (D) This Contractor is a limited liability company and 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

Check the appropriate box:

- (A) This contractor has no employees and is exempt from workers' compensation requirements.
- (B) This contractor carries workers' compensation insurance for all employees.