

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

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Owner's Name: ~14~** | | **Owner's Address: ~41~** | | |
| **Owner's City:** | **Owner's Zip Code:** | | **Owner's Phone:** | **Owner's Work Phone:** |
| **Project Name & Address:** | | | | **Email:** |

**I/WE,** the Owner(s) of the premises described above authorize Royall Painting, hereinafter referred to as “Contractor”, to furnish all materials and labor necessary to paint and/or improve the above premises in a good, workmanlike and substantial manner according to the following terms, specifications and provisions:

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

COLORS

~88~

All final color choices are the ultimate responsibility of the client, Royall Painting will not be held responsible for color choices. Any and all color changes will be billed at $65 per man hour plus materials. Initials\_\_\_\_\_\_\_\_\_\_\_

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

~88~

**These descriptions (paragraph a and b) and list of specifications may be continued on subsequent pages (see page number below).**

|  |
| --- |
| **THE DOWN PAYMENT MAY NOT EXCEED $1,000 OR 10 PERCENT OF THE CONTRACT PRICE, WHICHEVER IS LESS.** |
|

1. **Contract Price:** Contractor proposes to perform the above work, (subject to any additions and/or deductions pursuant to authorized change orders), for the…

**Total Sum of $ ~104~ Down Payment (if any) $ ~104~**

1. **Schedule of Progress Payments:**
2. **PAYMENT DUE WHEN AMOUNT PAYMENT TO BE MADE IN INSTALLMENTS AS FOLLOWS:**

1. Start of project

2. Progress payment

3. Completion of project

1. **Commencement and Completion of Work:** Substantial commencement of work shall mean either the physical delivery of materials onto the premises or the performance of any labor and shall be subject to any permissible delays as per provision (6) on the reverse side.

**Approximate Start Date:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Approximate Completion Date:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

1. **List of Documents to be Incorporated into the Contract:** CA Home Improvement Notices Form, 2-Notice of Cancellation Forms and…..

|  |  |  |  |
| --- | --- | --- | --- |
| Exterior Painting Bid Proposal |  |  |  |
| Interior Painting Bid Proposal |  |  |  |

1. **Additional Provisions and Notices:** Additional Provisions and Notices Of This Proposal/Contract Are On The Reverse Side And May Be Continued On Subsequent Pages (see page number below). A notice of concerning commercial general liability insurance is attached to this contract. Read “Arbitration of Disputes” provision on page two (2), provision 15 and the NOTICE following this provision. If you agree to arbitration, initial on the line below the NOTICE where indicated. Also, initial in the same place on EACH COPY of this contract.
2. **Acceptance:**  This proposal/contract is approved and accepted. I (we) understand there is no oral agreements or understandings between the parties of this agreement. The written terms, provisions, plans (if any), specifications and any other contract document (if any) included with this proposal/contract is the entire agreement between the parties. Changes in this agreement shall be done 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 and accepted (owner) date

**NOTE: This contract may be withdrawn or renegotiated after 0 days from N/A if not approved and signed by BOTH parties.**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ **Date The Buyer Signed This Contract Is:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.**

approved and accepted (owner) date

**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 the 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, any cost incurred by Contractor shall be added to the contract price as extra work and Owner agrees to pay Contractor his normal selling price for such extra work. All extra work as well as any other modifications to the original contract shall be specified and approved by both parties in a written change order. All change orders shall become a part of this contract and shall be incorporated herein.
5. ***Owner’s Responsibility:*** ***Insurance etc.*** Owner is responsible for the following: (1) to see all necessary water, electrical power, access to premises, and toilet facilities are provided on the premises. (2) to provide a storage area on the premises for equipment & materials. (3) to relocate and protect any item that prevents Contractor from having free access to the work areas such as but not limited to TV or radio antennas, vehicles, tools, clothing, furniture, draperies, or garden equipment. If Owner fails to relocate such items, Contractor may relocate these items as needed but in no way is Contractor responsible for damage to these items during their relocation and during the performance of work. (4) to obtain permission from the owner(s) of adjacent property(ies) that Contractor must use to gain access to work areas. Owner agrees to be responsible and to hold Contractor harmless and accept any risks resulting from the use of adjacent property(ies) by Contractor. (5) to correct any existing defects which are recognized during the course of the work. Contractor shall have no liability for correcting existing defects such as, but not limited to dry rot, structural defects, or code violations. (6) to maintain property insurance with Fire, Course of Construction, all Physical Loss with Vandalism and Malicious Mischief clauses attached, in a sum at least equal to the contract price, prior to and during performance of this contract. If the project is destroyed or damaged by accident, disaster, calamity, theft or vandalism, work or 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 or 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 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 job is completed and payment in full is made. Owner grants Contractor the right to publish the project street address on a “references” list which may be given to prospective customers.
9. ***Method of Paint Application & Paint Colors.*** Owner authorizes Contractor to use any method of paint application that Contractor deems appropriate, whether it be brush, pad, roller, spray or a combination thereof. Where colors and sheen factors are to be matched, Contractor shall make reasonable efforts to do so but does not guarantee a perfect match. At the written request of Owner and at Owner’s expense, Contractor shall provide a sample of any paint for approval by Owner. If Owner does not request a paint sample, Contractor is authorized to apply manufacturer’s standard paint as identified in this contract and is not responsible for any differences between the manufacturer’s color chart and the paint as it is applied.
10. ***Hazardous Substances.*** Owner understands that Contractor is not qualified as a Hazardous Material Handler or Inspector or as a Hazardous Material Abatement Contractor. Should any hazardous substances as defined by the government be found to be present on the premises, it is the Owner’s responsibility to arrange and pay for abatement of these substances.
11. ***Right to Stop Work and to Withhold Payment on Labor and Materials.*** If any payment is not made to Contractor as per this contract, Contractor shall have the right to stop work and keep the job idle until all past due progress payments are received. Contractor is further excused by Owner from paying any material, equipment and/or labor suppliers 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 owned 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 pursuant to Section 3114 of the Civil Code, for that portion of the work for which payment has been made.
13. ***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 contract. Overdue accounts are subject to interest charged at the rate of 18& per annum or at the highest rate allowed by law.
14. ***Legal Fees.*** In the event litigation or arbitration arises out of this contract, prevailing party(ies) are entitled to all legal, arbitration, and attorney fees.
15. ***Arbitration of Disputes.*** Any controversy or claim arising out of or relating to this proposal/contract, or the breach thereof, shall be settled by arbitration in accordance with the applicable Construction Industry Arbitration Rules of the American Arbitration Association which are in effect at the time the demand for arbitration is filed. A judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. Any arbitration award shall be subject to correction and/or vacation for the reasons stated in the Code of Civil Procedure. The arbitrator shall award reasonable attorneys fees and expenses to the prevailing party. After being given due notice, should any party fail to appear at or participate in the arbitration proceedings, the arbitrator shall make an award based upon the evidence presented by the party(ies) who do (does) appear and participate. Notwithstanding Contractor’s right to arbitrate, Contractor does not waive any of its lien rights.

**NOTICE:** By initialing in the space below you are agreeing to have any dispute arising out of the matters including in the “arbitration of disputes” provision decided by neutral arbitration as provided by California Law and you are giving up any rights you might possess to have the dispute litigated in a court or jury trial. By initialing in the space below you are giving up your judicial rights to discovery and appeal, unless those rights are specifically, included in the “arbitration of disputes” provision. 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 Processional Code or other applicable laws. Your agreement to this arbitration provision is voluntary.

**We have read and understand the foregoing and agree to submit disputes arising out of the matters included in the “arbitration of disputes” provision to neutral arbitration.**

I agree to Arbitration:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Initials of Owner)

I agree to Arbitration:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Initials of Owner)