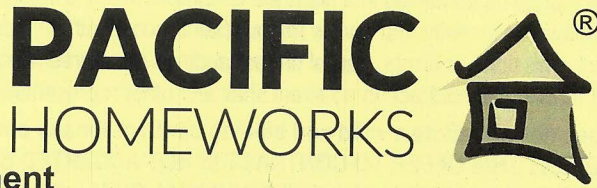


P.O. # \_\_\_\_\_  
Auth. # \_\_\_\_\_



**Home Improvement Agreement**

Contractors License Number: 784477 • B, ~~C39~~

**Toll Free Customer Service 1 (888) 584-8474 • (340) 534-1033 • Fax (310) 534-3408**

Corporate Office: 1602 Lockness Place • Torrance CA 90501 • pacifichomeworks.com

San Diego Office: 8050 Ronson Road, San Diego CA 92111 • (858) 874-0736 • Fax (858) 874-0731

This Agreement dated \_\_\_/\_\_\_/\_\_\_ is between Pacific Homeworks, Inc. (hereafter "Contractor") and \_\_\_\_\_ (hereafter "Owner").

Owner's Home \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Cross Streets \_\_\_\_\_

Home Phone (\_\_\_\_) \_\_\_\_\_ Cell (\_\_\_\_) \_\_\_\_\_ Business(\_\_\_\_) \_\_\_\_\_ Email \_\_\_\_\_

Contractor will perform the work specified herein at the property listed below on behalf of the Owner:

Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_  
(Legal description and street address if known)

**Description of the Project and Materials to be Used on Installation:** "Contractor will furnish all labor, equipment, materials, scaffolding, sales taxes, hoisting, transportation, supervision, coordination, communication, and storage to complete in a good and workmanlike manner the work described on the attached project specific Addendum."

**Contract Price:** Owner agrees to pay Contractor a total cash price of \_\_\_\_\_ (\$ \_\_\_\_\_)

**Down Payment:** (if not applicable, put "none") \$ \_\_\_\_\_

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

**Finance Charge:** (must be stated separately from the contract amount in dollars and cents; if none, put "none") \$ \_\_\_\_\_

Substantial commencement of work under this contract is described as \_\_\_\_\_

**Approximate Start Date of Installation** \_\_\_\_\_ **Approximate Completion Date of Installation** \_\_\_\_\_

**Schedule of Progress Payments**

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 DOWN PAYMENT.**

Purchaser promises and agrees to pay PACIFIC HOMEWORKS INC as follows:

|                      |         |   |                                       |                            |
|----------------------|---------|---|---------------------------------------|----------------------------|
| TOTAL CONTRACT PRICE |         | TERMS: <del>M/C VISA CASH P/L FIN ACT#:</del> |                                       |                            |
| PAYMENT              | DEPOSIT | <del>UPON REMEASURE</del>                     | <del>UPON COMPLETION OF PHASE 1</del> | UPON COMPLETION OF PROJECT |
| AMOUNT               |         |   |                                       |                            |

**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.

**Release:** 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 the home improvement or swimming pool work to be performed, 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.

**List of Documents to be incorporated into the Contract** (if none, state none): Mechanic's Lien Warning; Note About Change Orders; Notice of Cancellation; Three-Day Right to Cancel; Brochure entitled, "Renovate Right;" Asbestos, Mold and Hazardous Substances Addendum; the Project Specific Addendum; and Required Insurance Disclosures.

A notice concerning general liability insurance is attached to this contract. A notice concerning workers compensation insurance is attached to this contract.

**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 judgements 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 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 Web site at www.cslb.ca.gov - Call CSLB at 800-321-CSLB (2752) - Write CSLB at P.O. Box 26000, Sacramento, CA 95826

**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."** If Purchaser cancels this agreement after the right of rescission has expired, a cancellation fee of fifty percent (50%) will be charged. **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.** You, the Owner or Tenant, have the right to require the contractor to furnish you with a performance and payment bond; however, the contractor can require you to pay for that bond.

**OWNER**

**CONTRACTOR**

By \_\_\_\_\_ (Signature) \_\_\_\_\_ (Dated)

By \_\_\_\_\_ (Signature) \_\_\_\_\_ (Dated)

By \_\_\_\_\_ (Signature) \_\_\_\_\_ (Dated)

Registered Salesperson: \_\_\_\_\_

Registered Salesperson: \_\_\_\_\_

Registration Number: \_\_\_\_\_