



Lic#914864 **AAAA GENERATOR SERVICES INC** info@aaaagen.com  
 1174 Russell Way, Hayward, CA 94541 Phone & FAX: 888.66.4A-Gen (888.664.2436)

§7159(d)

**Home Improvement Contract**

§7159(d)7

Job # \_\_\_\_\_ Date: \_\_\_\_\_

**Billing and Site Info**

**Contact Information**

Name \_\_\_\_\_  
 Address \_\_\_\_\_

Phone # \_\_\_\_\_  
 Email \_\_\_\_\_

Qty	Description of the Protect and Description of the Significant Materials to be Used and Equipment to be Installed	Unit (cash price)	Tx	Total
	Optional - pre-approve additional repairs, as needed, up to ----->>>	\$1,000.00		

§71589(d)5

Notes: **Maximum Total Contract Price: (cash // credit card)**

\*\*Bid prices include all parts, labor, travel, mileage, applicable taxes, hazardous waste disposal fees and supplies. Pricing assumes that the generator is running and accessible (otherwise a change order is required). A credit card is required for new accounts. This will be charged at signing and as line items are completed unless payment was already received (i.e. To receive 3% cash discount, one would enclose a downpayment check with the signed contract as well as pay on site as work is completed). If you would like to continue service beyond one year or would otherwise like to approve service contracts or non-annual items, please let us know your preference.

§1759 requires these sections and that they be bold, larger than size 10 font and repeated multiple times

Payments can be made to [DUICKPAY@AAAgen.com](http://DUICKPAY@AAAgen.com) using the clearXchange network (same as cash) OR [PAYPAL@AAAgen.com](mailto:PAYPAL@AAAgen.com) using PayPal (same as credit card). Or, to pay by credit card: I am an authorized user of this credit card and will not dispute with my credit card company transactions corresponding to the terms of this contract. Card# \_\_\_\_\_ Cardholder \_\_\_\_\_

BUCK Code \_\_\_\_\_ BILLING info (if different from above) \_\_\_\_\_

Schedule of Progress Payments: Due as line items are completed or as described in Notes section above **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.**

Downpayment: \$0 **THE DOWNPAYMENT MAY NOT EXCEED \$1,000 OR 10 PERCENT OF THE CONTRACT PRICE, WHICHEVER IS LESS. 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. Three-Day Right to Cancel: You, the buyer, have the right to cancel this contract within three business days. You may cancel by e-mailing, mailing, faxing, or delivering a written notice to the contractor at the contractor's place of business by midnight of the third business day after you received a signed and dated copy of the contract that includes this notice. Include your name, your address, and the date you received the 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 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. You, as Owner or Tenant, have the right to require the Contractor to have a Performance and Payment Bond. 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 residential improvement a full and unconditional release from any claim or Mechanic's Lien, pursuant to Section 3114 of the California Civil Code, for that portion of the work for which payment has been made.**

AAAA signature: Michael Chavers Date \_\_\_\_\_ **Owner Signature** \_\_\_\_\_ Date \_\_\_\_\_ **Information About Commercial General Liability Insurance Home Improvement:**

*Pursuant to California Business & Professions Code §7159.3 (SB2029), home improvement contractors must provide this notice and disclose whether or not they carry commercial general liability insurance. Did your contractor tell you whether he or she carries Commercial General Liability Insurance? Home improvement contractors are required by law to tell you whether or not they carry Commercial General Liability Insurance. This written statement must accompany the bid, if there is one, and the contract. What does this insurance cover? Commercial General Liability Insurance can protect against third party bodily injury and accidental property damage. It is not intended to cover the work the contractor performs. Is this insurance required? We're not being sadistic - §872 requires italics and that we repeat the same information that §7159 requires. The Board cautions you to evaluate the risk to your family and property when you hire a contractor who is not insured. or be able to cover losses ordinarily covered by insurance. How can you make sure the contractor is insured? If he or she is insured, your contract number of the insurance company. Check with the insurance company to verify that the contractor's insurance coverage will cover your project. What about a contractor who is self-insured? A self-insured contractor has made a business decision to be personally responsible for losses that would ordinarily be covered by insurance. Before contracting with a self-insured contractor ask yourself, if something went wrong, would this contractor be able to cover losses ordinarily covered by insurance?*

AAAA Generator Services Inc does not carry Commercial General Liability Insurance. AAAA Generator Services Inc carries Commercial General Liability Insurance. The insurance company is Associated Industries Insurance Co. Inc. You may call the insurance company at 561-962-9300 to verify coverage. For more information about Commercial General Liability Insurance, contact the Contractors State License Board at [www.cslb.ca.gov](http://www.cslb.ca.gov) or call 800-321-CSLB (2752) **COMMERCIAL GENERAL LIABILITY INSURANCE (CSLI)**, This contractor carries commercial liability insurance by Associated Industries Insurance Co. Inc. You may call 561-962-9300 to check the contractor's insurance coverage. **Workers' Compensation Insurance:** AAAA Generator Services Inc carries workers' compensation insurance for all employees. Estimated Completion Date: Until cancelled. Approximate Start Date: ~3 weeks.

**Notice of Cancellation** (Date) You may cancel this transaction, without any penalty or obligation, within three business days 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 cancelled. 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 regarding the return of shipment of the goods at the seller's expense and risk. If you do 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 other written notice, or send a telegram to AAAA Generator Services Inc at 1174 Russell Way, Hayward, CA 94541 not later than midnight of (Date). Buyer's signature \_\_\_\_\_

**Notice of Cancellation** (Date) You may cancel this transaction, without any penalty or obligation, within three business days 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 cancelled. 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 regarding the return of shipment of the goods at the seller's expense and risk. If you do 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 AAAA Generator Services Inc at 1174 Russell Way, Hayward, CA 94541 not later than midnight of (Date). I hereby cancel this transaction. (Date). Buyer's signature \_\_\_\_\_

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# Checklist for Homeowners Home Improvement Pursuant to California Business & Professions Code § 7153.3 (SB2222)

home improvement contractors must provide this notice. • **Check Out Your Contractor** • Did you contact the Contractors State License Board (CSLB) to check the status of the contractor's license? *Contact the CSLB at 1-800-321-CSLB (2752) or visit our web site: www.cslb.ca.gov.* • Did you get at least 3 local references from the contractors you are considering? *Did you call them?* • Building Permits—will the contractor get a permit before the work starts? • **Check Out the Contract** • Did you read and do you understand your contract? • Does the 3 day right to cancel a contract apply to you? *Contact the CSLB if you don't know.* • Does the contract tell you when work will start and end? • Does the contract include a detailed description of the work to be done, the material to be used, and equipment to be installed? *This description should include brand names, model numbers, quantities and colors. Specific descriptions now will prevent disputes later.* • Are you required to pay a down payment? *If you are, the down payment should never be more than 10% of the contract price or \$1,000, whichever is less.* • Is there a schedule of payments? *If there is a schedule of payments, you should pay only as work is completed and not before. There are some exceptions—contact the CSLB to find out what they are.* • Did your contractor give you a "Notice to Owner," a warning notice describing liens and ways to prevent them? *Even if you pay your contractor, a lien can be placed on your home by unpaid laborers, subcontractors, or material suppliers. A lien can result in you paying twice or, in some cases, losing your home in a foreclosure. Check the "Notice to Owner" for ways to protect yourself.* • Did you know changes or additions to your contract must all be in writing? *Putting changes in writing reduces the possibility of a later dispute. (This form meets the requirements of*

*Rule 672.1 and Sections 7153.3 and 716.1, Business and Professions Code.)* **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 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. **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 laborer 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 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 or 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. **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 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. **Owner Initials**

**WAIVER OF 3-DAY RIGHT TO CANCEL:** Having initiated this contract with AAAA Generator Services Inc in connection with emergency repairs or service on my standby power system for the immediate protection of persons or real and personal property, I hereby state that the following emergency situation exists, requiring immediate attention, described as

(date) \_\_\_\_\_ Buyer's signature \_\_\_\_\_

**AAAA Generator Services Inc ("AA") Terms and Conditions:** This agreement ("Contract"), including incorporated documents, is the entire agreement of the parties. No other oral or written agreements between AA and you (the property owner or responsible party) exist. This Contract shall be construed in accordance with, and governed by, the laws of the State of California. Contract may be cancelled by either party for any reason. **FEES:** AA has a \$225 minimum charge as well as a 2hr minimum. All quoted pricing, unless otherwise specified, is for performance on normal time; urgency, after-hours work and/or exact arrival times are additional and can be quoted upon request. Past due invoices are subject to 2.5% monthly interest and an administrative fee of not less than \$225. Failure to have written authorization shall not be deemed fatal to the collection for extra work provided authorization was otherwise received (i.e. verbal). For any extra work approved and performed without a bid price, at minimum, AA shall be compensated at AA's normal hourly prices. **AA'S RIGHTS, RESPONSIBILITIES AND LIMITED WARRANTY:** AA shall have the right to stop work if payments are not made by Owner as agreed. Payments over five days late may be considered a breach of Contract. Subject to the Owner's right to cancel, if the work is stopped by Owner for any reason, AA may invoice for all work executed and materials ordered or supplied up to the time work was stopped and for any other loss sustained, including AA's usual fee for overhead and profit based upon Contract price. Thereafter, AA and Owner are relieved from any further liability. In the event of work stoppage for any reason, Owner shall provide for protection of, and be responsible for, any damage or loss of material on the premises. AA, at AA's option, may alter specifications so as to comply with requirements of governmental agencies having jurisdiction over same. Any alterations or work undertaken to further this end shall be treated as Extra Work. AA may subcontract all or any portion of the work to a licensed subcontractor. AA agrees to furnish the materials for the project(s) and complete the work in a professional manner. All materials furnished under Contract shall conform to industry standards. Where brand names have been specified, AA may select substitutes consistent in quality and performance due to unavailability of what was specified or other circumstances beyond AA's control. AA's liability for defective materials or installation is limited to the replacement or correction of said defective material and/or installation, and no other claims or demands whatsoever shall be made upon or allowed against AA. There are no warranties either expressed or implied which extend beyond the description within this paragraph. Each project's warranty shall terminate after one year. AA shall, to the best of AA's ability, keep Owner's property free of valid labor or material supplier liens. **ATTORNEY FEES:** In the event that legal action or arbitration is instituted for the enforcement of any term or condition of this Contract, the prevailing party shall be entitled to an award of reasonable attorney fees in said action or arbitration, in addition to costs and reasonable expenses incurred in the prosecution or defense of said action or arbitration. **OWNER'S RESPONSIBILITIES:** Inform AA prior to project start of any worksite hazards or special requirements (i.e. hard hats, excessive mud, access restrictions, dogs, etc). Disable sprinklers where AA is expected to be. Handle utility connections for water, gas, sewer and electric (from the appropriate agency to the metering device), unless otherwise agreed to in writing. Have sufficient funds to comply with this Contract. Provide site access to any worker or material supplier during the scheduled term of any project (unless otherwise specified). Each of the Contract and Owner will be held liable for such breach. AA is not responsible for any existing illegal conditions. **DAMAGE OR DESTRUCTION:** If the project(s) or any portion of any project is destroyed or damaged by fire, storm, flood, landslide, earthquake, theft, or other disaster or accidents, any work done by AA to rebuild, etc., shall be paid by Owner and dealt with as provided under "Extra Work". **OWNER'S PROPERTY:** It is the Owner's responsibility to remove or protect any personal property. AA will not be held responsible for damages. **BOUNDARIES:** Owner represents ownership of the property where each project is to occur. Owner to provide accurate and detailed driving directions (or be billed for additional time and mileage). Owner is responsible to indicate boundary lines accurately. **EASEMENTS, ETC:** Prior to construction, Owner is to give AA a copy of any easements, restrictions or rights of way relating to the property. If Owner does not, AA will assume that none exist. If access restrictions to the property do exist and AA is not advised by Owner, Owner authorizes AA to take reasonable steps to gain entry to the property in order to complete the terms of each project and this Contract. **ENGINEERING:** Unless specifically agreed upon in writing between Owner and AA, and made a part of this Contract under "Description of Materials", "Specifications" or "Plans", this Contract does not include any engineering, geology surveys, drawings, studies, reports or calculations as may be required by a public body or building authority as a condition for issuance of building permit or as a condition to securing final building inspection. The cost of any such required professional services shall be paid by Owner. **OTHER - DRAWINGS AND SPECIFICATIONS:** The project(s) will be constructed according to drawings and specifications that have been examined by Owner and that have been or may be signed by the parties to this Contract. Unless specifically provided in the Contract, Owner will obtain and pay for all required building permits, business license fees and by their local municipality for the performance of work at Owner's site. **MEASUREMENTS:** Measurements, sizes and shapes in plans and specifications are approximate and subject to field verification. In the event of a conflict between the plans, specifications, etc., and Contract, Contract is controlling. **MATERIAL REMOVED AND DEBRIS:** Unless specifically designated by Owner in writing, after the completion of each project, AA may dispose of all material removed from structures in the course of alteration. AA is to remove project debris at the end of each project and leave premises in a neat broom clean condition. **ADDITIONAL REQUIREMENTS FOR COMPLETION:** AA shall promptly notify Owner of any additional requirements necessary to facilitate each project's completion. Any subsequent amendment, modification or agreement, which operates to alter this Contract, and which is signed by AA and Owner, shall be deemed a part of this Contract and shall be controlling in case of conflict, to the extent that it alters this Contract. **CORRECTIVE WORK:** AA will perform minor corrective or repair work that may remain to be finished after each project completion. Owner shall not withhold any payment pending completion of such work. If major corrective or repair work remains to be finished after each project is completed and the cost exceeds one (1) percent of the gross Contract price, the Owner may withhold payment sufficient to pay for completion of the work, pending completion of the work, but may not withhold an amount which is greater. **ITEMS NOT RESPONSIBILITY OF AA:** Owner represents that the property being improved does not contain hazardous materials. AA shall not be held responsible for any existing violations of applicable building regulations or ordinances. Correction of such violations or abnormal conditions by AA shall be considered additional work and shall be treated as "Extra Work". AA agrees to start and diligently pursue work through to completion, but shall not be responsible for delays for any of the following reasons; failure of the issuance of all necessary building permits within a reasonable length of time, acts of neglect or omission of Owner, Owner's employees or Owner's agent, acts of God, stormy or inclement weather, labor union activities, extra work ordered by Owner, acts of public enemy, riots or civil commotion, inability to secure material through regular recognized channels, imposition of Government priority or allocation of materials, failure of Owner to make payments when due, delays caused by inspection or changes ordered by the inspectors of authorized governmental bodies, acts of independent contractors, holidays or other causes beyond AA's reasonable control.