

Checklist for Homeowners Home Improvement Pursuant to California Business & Professions Code § 71531.3 (SB2229)

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 71531.3 and 7161. 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 26600, 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 (In My Own Words And Handwriting) that the following emergency situation exists, requiring immediate attention, described as

(date)

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) ("Owner") 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 \$400 minimum charge as well as a 3hr 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 \$400. 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 meet industry standards. Where brand names have been specified, AA may select substitutes (consistent in quality and character) 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 (failure to do so is a breach 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 other fees required 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 (i.e. If trenching is included: Excavation of rock harder than "highly weathered"). 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.