



Home Improvement Contract

This Home Improvement Contract (hereinafter "CONTRACT") is made by and between the following parties:

"OWNER"

Owner Name: _____

Billing Address: _____

City/State/Zip: _____

Phone: _____

Project Address: _____

AND

"CONTRACTOR"

Contractor Name: Stokes Granite & Stone, Inc.

Business Address: 6326 Main Avenue, #50

City/State/Zip: Orangevale, CA 95662

Phone/Facsimile: 916-988-5298 / 916-988-1078

CLSB License No.: 416370

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.

Date OWNER signed CONTRACT: _____

SECTION 1 – Description of the Project and Description of the Significant Materials to be Used and Equipment to be Installed. CONTRACTOR shall furnish all labor, equipment, tools, materials, and supervision to complete in a good, workmanlike manner, the work described in **Attachment A**, subject to the terms, conditions, and exclusions of the CONTRACT (hereinafter "WORK").

SECTION 2 – Approximate Start and Completion Dates. The approximate date on which WORK will start is _____
START DATE. Substantial commencement of WORK shall mean the first delivery, installation or furnishing of labor, materials, or equipment pursuant to the CONTRACT. The approximate completion date of the WORK is **END DATE**.

SECTION 3 – Contract Price. OWNER agrees to pay CONTRACTOR the sum of \$ **JOB TOTAL** (hereinafter "CONTRACT PRICE") for the WORK performed under this CONTRACT, subject to additions and deductions as set forth herein. The CONTRACT PRICE will be paid in accordance with Section 5 - Schedule of Progress Payments.

OWNER **INITIALS** _____



SECTION 4 – Down payment. The down payment amount due at signing of this CONTRACT is:

\$ **10%** .

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

SECTION 5 – 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 DOWNPAYMENT.

Amount of Work/Services to be Performed & Materials/Equipment to be Supplied	Amount Due on Completion
BID DETAILS HERE	REMAINING BALANCE LESS DEPOSIT

CONTRACTOR shall submit an invoice for progress payment to OWNER for WORK performed, materials or equipment delivered, and/or phase of the WORK completed. CONTRACTOR shall submit an invoice for final payment after CONTRACTOR's completion of the WORK, except for punch list items, if any. OWNER shall pay CONTRACTOR within **ten (10) calendar days** of OWNER's receipt of CONTRACTOR's invoice for progress payment and/or invoice for final payment.

Late Payment: If payment is not made in accordance with the terms herein, CONTRACTOR will impose and OWNER agrees to pay, a late charge of 5% of the total amount of delinquent payment for each delinquency in addition to any service charges involved. If payment is not received within 30 days of its due date, any unpaid balance shall bear interest at the rate of 1.5% per month, which is equal to an annual percentage rate of 18%.

If OWNER has any objection or problem with any billing or payment or if OWNER disputes any payment that CONTRACTOR contends is due, OWNER will raise the issue immediately in writing with CONTRACTOR. If CONTRACTOR receives no such written notice within five (5) business days that a

charge or billing or payment request is disputed or objected to, OWNER will be deemed to have waived any objection to or dispute with the charge, billing, or payment request.



SECTION 6 – Unconditional Releases. Upon satisfactory payment being made for any portion of the WORK performed, the CONTRACTOR, prior to any further payment being made, shall furnish to the person contracting for the home improvement or swimming pool work a full and unconditional release from any potential lien claimant claim or mechanic's lien authorized pursuant to Sections 8400 and 8404 of the Civil Code for that portion of the WORK for which payment has been made.

SECTION 7 – 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 may not require CONTRACTOR to perform extra or change-order work without providing written authorization prior to the commencement of work covered by the new change order. Extra work or a change order is not enforceable against the OWNER unless the change order also identifies all of the following in writing prior to the commencement of work covered by the new change order: (i) The scope of work encompassed by the order; (ii) The amount to be added or subtracted from the contract; (iii) The effect the order will make in the progress payments or the completion date. CONTRACTOR's failure to comply with the requirements of this Section does not preclude CONTRACTOR's recovery of compensation for work performed based upon legal or equitable remedies designed to prevent unjust enrichment. **Attachment B** to the CONTRACT is the Change Order Form that will be completed by CONTRACTOR and OWNER for all changes to the CONTRACT.

SECTION 8 – Commercial General Liability Insurance (CGL). This CONTRACTOR carries commercial general liability insurance written by Financial Pacific. You may call CONTRACTOR's insurance company at 916-676-0844 to check the CONTRACTOR's insurance coverage.

SECTION 9 – Workers Compensation Insurance. This CONTRACTOR carries workers' compensation insurance for all employees.

SECTION 10 – Mechanics Lien Warning

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 laborers 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 '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 the CSLB's Internet 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.

SECTION 11 – CSLB Information

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 Internet Web site at www.cslb.ca.gov

Call CSLB at 800-321-CSLB (2752)

Write CSLB at P.O. Box 26000, Sacramento, CA 95826.



SECTION 12 – Three-Day Right to Cancel

Three-Day Right to Cancel _____ (OWNER initial here)

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".

SECTION 13 – List of Documents to be Incorporated into the Contract. OWNER acknowledges and agrees that all terms and provisions in the following documents are incorporated in their entirety into this CONTRACT. Owner shall comply with and agrees to be bound by each and all of the terms and provisions contained in the following documents, including, but not limited to, all of the terms and provisions contained in the Additional Terms and Conditions (Attachment E). OWNER shall initial acknowledgement and receipt of the following documents which are incorporated herein:

- _____ (OWNER initials) **Attachment A-** Contractor’s Scope of Work
- _____ (OWNER initials) **Attachment B-** Home Improvement Contract Change Order Form
- _____ (OWNER initials) **Attachment C-** Notice of Three-Day Right to Cancel
- _____ (OWNER initials) **Attachment D-** Three-Day Right to Cancel “Notice of Cancellation”
- _____ (OWNER initials) **Attachment E-** Additional Terms and Conditions

SECTION 14 – Bonds. OWNER has the right to require CONTRACTOR to have a performance and payment bond. If the OWNER requests the CONTRACTOR obtain performance and/or payment bonds, this will increase the contract price.

SECTION 15 – Execution of Contract. IN WITNESS WHEREOF, the parties have executed, in duplicate, and agreed to the terms and conditions of this CONTRACT as of the date specified on the first page of this CONTRACT.

<p>ACCEPTANCE BY OWNER</p> <p>Sign: _____</p> <p>Name: _____</p> <p>Date: _____</p>	<p>ACCEPTANCE BY CONTRACTOR</p> <p>Sign: _____</p> <p>Name: _____</p> <p>Title: _____</p> <p>Date: _____</p>
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ATTACHMENT A
CONTRACTOR'S SCOPE OF WORK

DESCRIPTION OF THE PROJECT AND DESCRIPTION OF THE SIGNIFICANT MATERIALS TO BE USED AND EQUIPMENT TO BE INSTALLED:

BID DETAILS

EXCLUSIONS TO CONTRACTOR'S ABOVE SCOPE OF WORK:

- 1) Any plumbing connections for sinks need to be completed by someone licensed to do so. CONTRACTOR is not licensed to provide this service.
- 2) Gas or electrical connections for cook tops and/or stoves need to be completed by someone licensed to do so. CONTRACTOR is not licensed to provide this service.

OWNER INITIALS _____



**ATTACHMENT B
HOME IMPROVEMENT CONTRACT
CHANGE ORDER**

CHANGE ORDER NO.: _____ DATE: _____

Owner Name: _____

Project Address: _____

City/State/Zip: _____

Phone: _____

Contractor Name: **Stokes Granite & Stone, Inc.**

Business Address: **6326 Main Avenue, #50**

City/State/Zip: **Orangevale, California 95662**

Phone: **916-988-5298**

CLSB License No.: **416370**

COPIES TO: OWNER CONTRACTOR

CONTRACT FOR: _____

CONTRACT DATE: _____

You are hereby directed to make the following changes in this Contract:

Not valid until signed by both the Owner and Contractor prior to the commencement of work covered by this Change Order



The original Contract Sum was \$ _____
Net change by previously authorized Change Orders \$ _____
The Contract Sum prior to this Change Order was \$ _____
The Contract Sum will be decreased / increased (circle one) by this Change Order \$ _____
The new Contract Sum including this Change Order will be \$ _____
The Contract Time will be decreased / increased (circle one) by _____ working days
The Date of Substantial Completion as of the date of this Change Order therefore is (date) _____
Effect this Change Order has on Progress Payment? _____

Contractor/Authorized Agent

Owner/Authorized Agent

by: _____

by: _____

Date: _____

Date: _____

Once executed by all parties, this Change Order shall be incorporated into the Contract Documents



ATTACHMENT C
NOTICE OF THREE-DAY RIGHT TO CANCEL

You, the OWNER, 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, any 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.

Owner hereby acknowledges receipt of this Notice:

OWNER's Signature

Date

OWNER **INITIALS** _____



ATTACHMENT D
THREE-DAY RIGHT TO CANCEL "NOTICE OF CANCELLATION"

Enter transaction date (when OWNER received executed copy of CONTRACT): _____
(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 canceled.

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 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:

Contractor Name: Stokes Granite & Stone, Inc.

Business Address: 6326 Main Avenue, #50

City/State/Zip: Orangevale, California 95662

not later than midnight of _____ (date of three days following transaction date).

I hereby cancel this transaction.

OWNER's Signature

Date

OWNER **INITIALS** _____



ATTACHMENT E
ADDITIONAL TERMS AND CONDITIONS

1. Template & Installation Dates. The price includes one template trip and one installation trip (unless otherwise specified). Any additional trips per the request of the client or due to the jobsite not being properly prepared may result in an additional trip charge. The tentative trip dates are:

Template Date:

Installation Date:

CONTRACTOR will do its best to meet the above tentative trip dates. We understand the construction industry and that timing is everything. If your project becomes delayed, please inform us as soon as possible and we will adjust your dates to our first available spot. Please be aware, this may result in a delay of installation. If you need to reschedule your dates for template or install, please let us know at least 2 calendar days prior or there may be up to a \$200 charge added to your final invoice.

2. Template Procedure. OWNER must pay for slabs and deliver to CONTRACTOR prior to OWNER's template. The OWNER or the OWNER's authorized agent with decision making authority is required to be onsite for the template. Dust will be raised during the tear out, template, and installation processes. CONTRACTOR will contain the dust as much as possible, but if there are any specific concerns, please inform CONTRACTOR in writing prior to the commencement of WORK. Cabinets must be fully installed prior to template. Existing counter tops must be completely removed prior to template (unless CONTRACTOR is doing the existing counter top tear out). Unless requested otherwise in advance, the template of the countertops will be made in alignment with the lower cabinets. CONTRACTOR is not responsible for any misalignment between the upper and lower cabinet. Sink(s), faucet(s), and cook top must be onsite, but not installed (with the exception of an apron/farmhouse style sink). **An apron/farmhouse style sink must be set into place, but not hooked up prior to template.** Cabinets must be decked with 5/8 plywood (unless otherwise specified prior to template). Any overhang over 6" (10" for 3cm material) must have additional support every 3 feet in the form of brackets, corbels, or steel reinforcements. This is not included in your estimate unless specified. If you will have a granite full backsplash installation, any obstacles including, but not limited to, plugs, switch cover, and under counter lighting, must be removed prior to template.

3. Material Disclaimer. Stone slabs are products of nature and different characteristics are common. As a result, variations in texture and color, as well as fissures, pitting, and chipping are all common and considered normal. CONTRACTOR does not typically make any repairs to the surface of the slab. If you have concerns regarding your material, please contact CONTRACTOR prior to the purchase of your material. In the event of a fissure(s) in your material, CONTRACTOR will make their best effort to avoid them whenever possible. If they are not avoidable, CONTRACTOR will do its best to reinforce them when possible. If a fracture occurs during fabrication or installation CONTRACTOR will do its best to repair the problem, but will not be held responsible for replacement of the material.



4. Installation Procedure. CONTRACTOR's installers will arrive onsite within the previously agreed upon window of time. The OWNER or the OWNER's authorized agent with decision making authority must be onsite and available to let CONTRACTOR into the residence as well as be available to make any pertinent decisions. If CONTRACTOR is delayed or unable to complete CONTRACTOR's WORK because of the OWNER or its authorized agents' unavailability, an additional trip charge will be added to your final invoice. CONTRACTOR will set and secure sink(s) into place with the needed silicone caulking, sink setters, and/or wood cleats & routing of plywood. However, any plumbing connection(s) of said sink(s) will need to be completed by someone licensed to do so. CONTRACTOR is not licensed to provide this service. CONTRACTOR will cut an opening for the cook top. However, any gas or electrical connection(s) of said cook top will need to be completed by someone licensed to do so. CONTRACTOR is not licensed to provide this service.

5. Sealer & Maintenance Information. All natural stone surfaces that CONTRACTOR fabricates will be sealed prior to installation. It is recommended to reseal natural stone surfaces every 6 months to one year. This assists in preventing materials from absorbing into your countertops. Please note that sealer will not change the sheen or appearance of your stone, nor will it prevent against chipping or etching. We recommend using a Natural Stone Cleaner (specifically designed for natural stone care) to clean your countertops. For more information about stone care, please contact your material supplier. Also, please DO NOT USE normal abrasive cleaners/products such as: *Windex, Soft Scrub, Pinesol, 409*, etc. on your stone surfaces. These can eventually dull the surface of your stone and strip the sealer. For Quartz countertop care and warranty information, please see the specific product website. Periodically examine the silicone caulking around your sink. Over time, if it becomes cracked or worn, be sure to re-caulk it in order to maintain the integrity of the seal to prevent water damage between your counters and cabinets.

6. Remnant Policy. After we cut your material, there is a possibility of remnant pieces being left over. If you would like your useable remnants (larger than 2'x3'), it is mandatory to inform CONTRACTOR in writing prior to installation. If you would like a display board (approx. 12"x14") for an additional charge of \$45, please let CONTRACTOR know at template. It is your responsibility to make arrangements to have your remnants picked up from CONTRACTOR. CONTRACTOR will not deliver remnants at the time of your installation. Please call to schedule an appointment to pick up your remnants. Any remnants not picked up within 30 days of installation will be deemed abandoned and CONTRACTOR has the right to dispose of them.

YES, I want my remnants.
Owner Initials

NO, I do not want my remnants.
Owner Initials

*If left unchecked, CONTRACTOR will assume ownership of remnants.

7. Permits, Taxes, Assessments. OWNER shall pay for all building permits, if required. CONTRACTOR will obtain all building permits paid for by OWNER. Taxes and assessments of all descriptions will be paid for by OWNER.

8. Contractor's Right To Stop Work: CONTRACTOR shall have the right to immediately stop WORK if OWNER breaches this CONTRACT, including if any payment is not timely made to CONTRACTOR. CONTRACTOR may keep the job until all payments due are received pursuant to the "Schedule of Progress Payments" section. CONTRACTOR shall have the right to immediately stop WORK if OWNER disputes this CONTRACT in any manner.



9. Delay. CONTRACTOR shall be excused for any delay in completion of the CONTRACT caused by “acts of God”; acts of OWNER or its agents or employees; inclement weather; labor strikes or boycotts; acts of public utilities, public agencies, or inspectors; extra work; payment applications; change orders; or other contingencies unforeseen by and beyond the reasonable control of CONTRACTOR.

10. Plans, Drawings, and Specifications. If there are Plans, Drawings, or Specifications, the project will be constructed according to these documents which have been examined and approved by the OWNER. CONTRACTOR shall be entitled to rely on the accuracy of all Plans, Drawings, and Specifications provided by OWNER. CONTRACTOR shall be entitled to a change in the CONTRACT PRICE and CONTRACT time if the Plans, Drawings, or Specifications contain errors.

11. Cutting and Patching. The color, texture and planes between existing and new materials might not match exactly. CONTRACTOR will use due diligence to create the best match possible. OWNER acknowledges that patched surfaces may be detectable when construction is complete.

12. Subcontracts. CONTRACTOR may subcontract portions of this WORK to properly licensed and qualified subcontractors.

13. Limitations. No action arising from or related to the CONTRACT shall be commenced by either party against the other more than one (1) year after the completion or cessation of the WORK.

14. No Other Agreement. This CONTRACT represents the entire agreement of the parties, and it shall supersede and not be modified by any prior proposal, bid, estimate, conversation, submittal, or other form of communication, oral or written, between OWNER and CONTRACTOR before the date when this CONTRACT is fully executed, whether or not such proposal, bid or estimate is signed by either or both of the parties hereto. This CONTRACT cannot be modified by oral agreements, and may be modified only by a writing signed by both parties after the date of this CONTRACT.

15. Attorney Fees. If the parties become involved in litigation or arbitration arising out of this CONTRACT, the court or arbitrator shall award actual costs and expenses incurred, including attorney fees, to the prevailing party.

16. Bankruptcy. If OWNER files for bankruptcy or makes an assignment for the benefit of creditors, CONTRACTOR has the right to cancel this CONTRACT.

17. Counterparts. This CONTRACT may be executed in counterparts, each of which shall be deemed an original (including copies sent to a party by facsimile or email transmission) as against the party signing such counterpart, but which together shall constitute one and the same instrument.