

This Construction Contract ("Contract") is entered into by and between Dexman Construction Inc. DBA Dexman Remodeling ("Contractor") and _____ ("Owner"), whose project address is _____.

CONTRACT PRICE _____ SALES TAX _____ TOTAL CONTRACT PRICE _____	<u>CONSTRUCTION SCHEDULE</u> START DATE _____ APPROXIMATE COMPLETION DATE _____
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DESCRIPTION OF WORK

<input type="checkbox"/> OBTAIN NECESSARY PERMITS <input type="checkbox"/> SUPPLY NECESSARY ENGINEERING CALCULATIONS <input type="checkbox"/> ISOLATE WORK AREA & PROTECT SURROUNDINGS <input type="checkbox"/> REMOVE & HAUL AWAY EXISTING CABINETS, COUNTERTOPS, FIXTURES, FLOORING <input type="checkbox"/> FURNISH & INSTALL _____ CABINETS <input type="checkbox"/> REMOVE NON-LOAD BEARING WALL(S) <input type="checkbox"/> REMOVE LOAD BEARING WALL(S) <input type="checkbox"/> RELOCATE APPLIANCES <input type="checkbox"/> RUN GAS LINE <input type="checkbox"/> RUN WATER LINE <input type="checkbox"/> RUN ELECTRICAL <input type="checkbox"/> RUN VENTING <input type="checkbox"/> BUILD _____ ISLAND <input type="checkbox"/> FURNISH & INSTALL _____ SINK	<input type="checkbox"/> FURNISH & INSTALL _____ FAUCET <input type="checkbox"/> FURNISH & INSTALL _____ COUNTERTOP <input type="checkbox"/> FURNISH & INSTALL _____ BACKSPLASH <input type="checkbox"/> FURNISH & INSTALL _____ FLOORING <input type="checkbox"/> FURNISH & INSTALL _____ BASEBOARDS <input type="checkbox"/> FURNISH & INSTALL _____ CROWN MOULDING <input type="checkbox"/> UPGRADE ELECTRICAL PANEL <input type="checkbox"/> FURNISH & INSTALL RECESSED LIGHTING _____ UNITS <input type="checkbox"/> FURNISH & INSTALL PENDANT LIGHTING _____ UNITS <input type="checkbox"/> FURNISH & INSTALL _____ GFCI OUTLETS <input type="checkbox"/> FURNISH & INSTALL _____ LIGHT SWITCHES <input type="checkbox"/> FURNISH & INSTALL WINDOW _____ UNITS <input type="checkbox"/> FURNISH & PAINT _____ COLOR
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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.	\$1,000 deposit due once contract is signed 33% due after demolition _____ 33% due after cabinet installation _____ Remaining balance due once project is complete _____
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GENERAL PROVISIONS: Contractor includes all labor and approved materials. Contractor shall re-execute any work that fails to conform to the requirements of the contract. All work shall be completed in a workmanship-like manner and in compliance with all codes and other applicable laws. To the extent required by law, all work shall be performed by individuals fully licensed and authorized by law to perform said work. Factors outside of Contractor's control such as supply shortages may delay completion of the work. In the event that such permissible delays do occur, both parties will make a good faith effort to adjust scheduling to allow for the complete execution of the work described in this contract. Owner shall be protected from liens by the Contractor maintaining accurate records of full payment acknowledgements from subcontractors, materials providers and any other parties involved in the improvement of the property.

ACCEPTED BY

Dexman Construction Inc. DBA Dexman Remodeling Name _____ Date: _____ _____ Officer Signature	Project Property Owner Name _____ Date: _____ _____ Owner Signature
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The Contractors State License Board (CSLB) requires that every Construction Contract include important consumer notices including:

- PERFORMANCE OF EXTRA OR CHANGE-ORDER WORK NOTICE
- MECHANICS' LIEN WARNING
- CONTRACTORS BOARD NOTICE
- THREE-DAY RIGHT TO CANCEL

Please review the included notices since they are for your information and benefit.

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. The owner may not require a contractor to perform extra or change-order work without providing written authorization prior to the commencement of any work covered by the new change order. Extra work or a change order is not enforceable against an owner unless the change order also identifies all of the following in writing prior to the commencement of any 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; and
- (iii) The effect the order will make in the progress payments or the completion date.

The contractor's failure to comply with the requirements of this paragraph does not preclude the recovery of compensation for work performed based upon legal or equitable remedies designed to prevent unjust enrichment.

Should the Owner, construction lender, or any public body or inspector direct any modification or addition to the work covered by this contract, the contract price shall be adjusted accordingly. Modification or addition to the work shall be executed only when a Contract Change Order has been signed by both the Owner and the Contractor. The change in the Contract Price caused by such Contract Change Order shall be as agreed to in writing. The Contract Change Order may also increase the time within which the contract is to be completed. Contractor shall promptly notify the Owner of

- (a) subsurface or latent physical conditions at the site differing materially from those indicated in the contract, or
- (b) unknown physical conditions differing materially from those ordinarily encountered and generally recognized as inherent in the work of the character provided for in this contract.

Any expenses incurred due to such conditions shall be paid for by the Owner as added work.

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 '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 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 website at www.cslb.ca.gov or call CSLB at 1-800-321-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.

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 website at www.cslb.ca.gov

CALL CSLB at 1-800-321-CSLB (2752)

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

NOTICE OF RIGHT TO CANCEL
Notice of Cancellation

(Enter date of transaction)

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:

(Name of seller)

at _____
(Address of seller's place of business)

not later than midnight of _____
(Date)

I hereby cancel this transaction _____
(Date)

(Buyer's signature)