

HOME IMPROVEMENT CONTRACT

NOT APPLICABLE TO SWIMMING POOLS OR SPAS

(Complies with Section 7159 of California Business and Professions Code, and Civil Code Section 3097(1) as amended)

THIS AGREEMENT, DATED _____, IS BETWEEN:

The Notice of Cancellation may be mailed to the address of the contractor as shown below:

_____ (Contractors Name)	AND	_____ (Owner's Name)
_____ (Contractor's License Number)		_____ (Owner's Home Address)
_____ (Contractor's Address)		_____ (City, State & Zip)
_____ (City, State & Zip)		_____ (Owner's Business Address)
_____ (Contractor's Telephone - FAX)		_____ (City, State & Zip)

WORK TO BE PERFORMED AT: _____

CONSTRUCTION LENDER: _____
(Name and Address of Construction Fund Holder)

Description of the Project and Description of the Significant Materials to be Used and Equipment to be Installed: Contractor will furnish all labor and materials to construct and complete in a good, workmanlike and substantial manner a: _____

(Describe Labor, Significant Materials, and Equipment to be Furnished. Include Materials and Equipment to be used or installed under this Contract. If necessary, continue the description of the work on an additional attachment page and describe the attachment in the section below entitled, "List of Documents to be Incorporated into the Contract.")

Substantial commencement of work under this contract is described as: _____

Approximate Start Date: _____ (Work will begin) Approximate Completion Date: _____ (Work is to be completed)

CONTRACT PRICE: \$ _____ (Owner agrees to pay Contractor total cash price) DOWN PAYMENT: \$ _____ (If any; 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")

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.

	(Work or Services to be Performed or Materials to be Supplied)	(Date)	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 work 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.
1.	\$ _____	_____	
2.	\$ _____	_____	
3.	\$ _____	_____	
4.	\$ _____	_____	

(If necessary, continue the description of the work on an additional attachment page and describe the attachment in the section below entitled, "List of Documents to be Incorporated into the Contract.")

Allowances: The following items or specific prices as indicated are included in the contract price as allowances. The contract price shall be adjusted upward or downward based on actual amounts rather than estimated amounts herein _____

List of Documents to be Incorporated into the Contract: Notice Concerning Commercial General Liability Insurance (CGL); Notice Concerning Workers' Compensation Insurance; Notice of Cancellation; Arbitration of Disputes; Three-Day Right to Cancel; Mechanic's Lien Warning; Information about Contractors' State License Board. A notice concerning commercial general liability insurance is attached to this contract. A notice concerning workers' compensation insurance is attached to this contract. (list any additional attachments): _____

Owner acknowledges receipt of a fully completed copy of this agreement and all documents listed above: _____

ARBITRATION

OWNER: Initial this box if you agree to arbitration. Review the "Arbitration of Disputes" section attached.

You (the owner or tenant) have the right to require the Contractor to have a performance and payment bond; however, the Contractor can charge you for the costs of procuring a bond.

RIGHT TO CANCEL

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."

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.

X _____ (Owner Sign Here — Read notice on Arbitration, Mechanic's Lien Warning) _____ (Date) Firm Name: _____ (Contractor's Firm Name)

X _____ (If more than one Owner, please Sign Here) _____ (Date) Contractor or Agent: X _____ (Contractor or Agent Sign Here) _____ (Date)

Salesman who solicited or negotiated contract:

Name: _____ State Registration Number: _____

OWNER'S COPY