March 10, 2014
Sample Customer
1221 Ocean Ave
Santa Monica, CA 90401
customer@example.com
310.111.1111

Construction Contract

Furnish and install built-in kitchen cabinets as per DGD drawings and notes.

General notes:
Kitchen north elevation 10' w x 8' h x 2 d, south wall 16' w x 8' h x 2'd, Kitchen island 6'w x 3'h x 2'd, Lower case 42" x 24"d x 36" h with miter, Laundry room Upper approx. 40" h x 4'w x 12"d
3" top trim with 39" tall uppers
Kitchen exteriors grain matched Brookline 450 FC Rosewood with clear water based satin poly finish.
All doors and drawer fronts two sided MDF core 450 FC Rosewood with 450 FC rosewood veneer edges
All concealed interiors natural pre-finished maple with 450 FC Rosewood front edges
All non-drawer or sink cases line bored for 5mm pins
Adjustable shelves w/ solid ¼" maple front edge
All hinges Blum euro concealed with soft close feature
All drawer guides Blum full extension under-mounts with soft close feature
All drawers 9 ply finished maple with rabbet and pinned joints, dado in bottoms with ¼" pre-finished maple bottoms
Dividers for drawers (TBD)
Pantry with adjustable full extension pullouts (4 per side)
Rough tops on all lower cases
Lower cases on adjustable legs with removable kick plates
Provide relieve cabinet backs as required to accommodate plumbing and electrical work.
Handle or pull installation (handles or pulls by others)
Project price includes site visits, working detail drawings, delivery and installation.

All sink cut outs, appliances installation, lighting / electrical and plumbing by others.

Total project price: $49,500.00

Terms:
50% down ($24,750.00), 35% @ ¾ Progress ($17,325.00), 15% on completion of installation* ($7425.00)
* Requires signing installation contract

Down payment to start construction phase: $24,750.00

_____/___/____/2014
Customer signature agrees to terms above

March 10, 2014
Casey Design Inc.
5560 Fairview Pl
Agoura Hills, CA 91301
818.706.3147
Lic. # 471584

Job: Kitchen / Laundry Cabinets

BUILT-IN INSTALLATION PROPOSAL/ CONTRACT

“ State law requires anyone who contracts to do construction work to be licensed by the Contractors State License board in the license category in which the contractor is going to be working - if the total price of the job is $500 or more (including labor and materials) .

“ Licensed contractors are regulated by laws designed to protect the public. If you contract with someone who does not have a license, the Contractors State License Board may be unable to assist you with your complaint. Your only remedy against an unlicensed contractor may be in civil court, and you may be liable for damages arising out of any injuries to the contractor or his or her employees.

“ You may contact the Contractors State License Board to find out if this contractor has a valid license. The Board has complete information on the history of licensed contractors, including any possible suspensions, judgments, and citations. The board has offices throughout California. Please check the government pages of the White pages for the office near you or call 1-800-321- CSLB for more information.

NOTICE TO OWNER

“ Under the California Mechanics’ Lien Law, any contractor, subcontractor, laborer, supplier, or other person or entity who helps to improve your property, but is not paid for his or her work or supplies, has a right to place a lien on your home, land or property where the work was performed and to sue you in court to obtain payment.

This means that after a court hearing, your home and property, could be sold by a court officer and the proceeds of the sale used to satisfy what you owe. This can happen even if you paid your contractor in full and the contractor’s subcontractors, laborers, or suppliers remain unpaid.

To preserve their rights to file a claim or lien against your property, certain claimants such as subcontractors or material suppliers are each required to provide you with a document called a “ Preliminary Notice.” Contractors and laborers who contract with owners directly do not have to provide such notice since you are aware of their existence as an owner. A preliminary notice is not a lien against your property. Its purpose is to notify you of persons or entities that may have a right to file a lien against your property if they are not paid. In order to perfect their lien rights, a contractor, subcontractor, supplier, or laborer must file a mechanics’ lien with the county recorder which than becomes a recorded lien against your property. Generally, the maximum time allowed for filing a mechanics” lien against your property is 90 days after substantial completion of your project.

**TO INSURE EXTRA PROTECTION FOR YOURSELF AND YOUR PROPERTY,
YOU MAY WISH TO TAKE ONE OR MORE OF THE FOLLOWING STEPS:**

(1) Require that your contractor supply you with a payment and performance bond (not a license bond), which provides that the bonding company will either complete the project or pay damages up to the amount of the bond. This payment and performance bond as well as a copy of the construction contract should be filed with the county recorder for your further protection. The payment and performance bond will usually cost from 1 to 5 percent of the contract amount depending on the contractors bonding ability. If a contractor cannot obtain such bonding, it may indicate his or her financial incapacity.

(2) Require that payments be made directly to subcontractors and material suppliers through joint control. Funding services may be available, for a fee, in your area which will establish voucher or other means of payment to your contractor. These services may also provide you with lien waivers and other forms of protection. Any joint control agreement should include the addendum approved by the registrar.

(3) Issue joint checks for payment, made out to both your contractor and subcontractors or material suppliers involved in the project. The joint checks should be made payable to the persons or entities which send preliminary notices to you. Those persons or entities have indicated that they may have lien rights on your property, therefore you need to protect yourself. This will help to insure that all persons due payment are actually paid.

(4) Upon making payment on any completed phase of the project, and before making any further payments, require your contractor to provide you with an unconditional "Waiver and Release " form signed by each material supplier, subcontractor, and laborer involved in that portion of the work for which payment was made. The statutory lien releases are set forth in exact language in section 3262 of the Civil Code. Most stationary stores will sell " Waiver and Release " forms if your contractor does not have them. The material suppliers, subcontractors, and laborers that you obtain releases from are those persons or entities who have filed preliminary notices with you. If you are not certain of the material suppliers, subcontractors, and laborers working on your project, you may obtain a list from your contractor. On projects involving improvements to a single-family residence or a duplex owned by the individuals, the persons signing these releases lose the right to file a mechanics' lien claim against your property. In other types of construction, this protection may still be important, but may not be as complete.

To protect yourself under this option, you must be certain that all material suppliers, subcontractors, and laborers have signed the " Waiver and Release " form. If a mechanics' lien has been filed against your property, it can only be voluntarily released by a recorded " Release of Mechanics' Lien signed by the person or entity that filed the mechanics' lien against your property unless the lawsuit to enforce the lien was not timely filed. You should not make any final payments until any and all such liens are removed. You should consult an attorney if a lien is filed against your property."

EXTRAS & CHANGES

CONTRACTING IS PER DRAWING AND NOTES. ***ANY CHANGES OR ADDITIONS MAY AFFECT COST. CHANGES TO BE BILLED AT $170.00 PER MAN HOUR PLUS MATERIALS.*** ALL CHANGE ORDERS MUST BE IN WRITING AND SIGNED BY BOTH CUSTOMER AND CASEY DESIGN INC.

REPAIRS FOR DAMAGE TO OUR WORK CAUSED BY OTHERS WILL BE REPAIRED AT CUSTOMERS EXPENSE WITH A MINIMUM FEE QUOTED BEFORE REPAIRS COMMENSE.

INSTALLATION

Installation is for contracted work only. Under no circumstances will Casey Design be responsible for the moving or removal of existing furniture/casework nor the installation of any customer component not included in the actual work contracted and described in the attached construction contract. Customer will provide installation space ***ready and clear for installation*** of contracted work***. Casey Design will under a separate agreement remove customer furniture/ casework if customer is unable to do so at the extra hourly rate of $170.00 per man hour with ½ hour minimum.***

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CUSTOMER INITIAL

DESCRIPTION OF CONTRACTED WORK

Build in cabinets described in construction contract and approved working drawing in kitchen and laundry room 100 Wilshire LA , CA 90024 for the sum of *$7425.00* due on completion of installation.

***If installation is delayed *by others* after delivery and installation has begun a portion commensurate to work completed will be billed.**

Payments are due when invoiced and scheduled work is completed

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STORAGE

Completed work will be stored for a short period of time to accommodate construction schedules. If completed cabinetry is stored at Casey Design Inc. for more than two weeks after estimated delivery date *a storage fee* may be due based on the space used and the value of the completed work.

ARBITRATION OF DISPUTES

"NOTICE: BY INITIALING IN THE SPACE BELOW YOU ARE AGREEING TO HAVE ANY DISPUTE ARISING OUT OF THE MATTERS INCLUDED IN THE "ARBITRATION OF DISPUTES" PROVISION DECIDED BY NEUTRAL PARTY ARBITRATION AS PROVIDED BY CALIFORNIA LAW AND YOU ARE GIVING UP ANY RIGHTS YOU MIGHT POSSES TO HAVE THE DISPUTE LITIGATED IN A COURT OR JURY TRIAL. BY INITIALING IN THE SPACE BELOW YOU ARE GIVING UP YOUR JUDICIAL RIGHTS TO DISCOVERY AND APPEAL, UNLESS THOSE RIGHTS ARE SPECIFICALLY INCLUDED THE "ARBITRATION OF DISPUTES" PROVISION. IF YOU REFUSE TO SUBMIT TO ARBITRATION AFTER AGREEING TO THIS PROVISION, YOU MAY BE COMPELLED TO ARBITRATE UNDER THE AUTHORITY OF THE BUSINESS AND PROFESSIONS CODE OR OTHER APPLICABLE LAWS. YOUR AGREEMENT TO THIS ARBITRATION PROVISION IS VOLUNTARY.

" WE HAVE READ AND UNDERSTAND THE FORGOING AND AGREE TO SUBMIT DISPUTES ARISING OUT OF THE MATTERS INCLUDED IN THE "ARBITRATION OF DISPUTES" PROVISION TO NEUTRAL ARBITRATION. "

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CUSTOMER INITIAL

ACCEPTANCE

YOU ARE HEREBY AUTHORIZED TO FURNISH ALL MATERIALS AND LABOR REQUIRED IN THE PRECEDING PROPOSAL, FOR WHICH *Sample Customer or acting agent* AGREES TO PAY THE AMOUNT MENTIONED IN SAID PROPOSAL, AND ACCORDING TO THE TERMS THEREOF.

_____ ___/ ___/2014
Customer signature agrees to terms above