

TERMS AND CONDITIONS

All accounts due and payable at job on day of completion. Delinquent accounts will be subject to interest at the maximum legal rate. Owner agrees to pay all collection costs and attorneys fees.

For any labor or materials not specified above which are ordered by the owner or his authorized agent, owner promises to pay Bill Hamilton Roofing Inc. the additional agreed upon amount at completion of work.

Destruction of Premises. If the project is destroyed by fire or other catastrophe, the Contractor will be paid for all work performed therefore, and shall be relieved of any further obligation under this contract.

Delay. Contractor shall be excused for any delay in completion of the work covered by this contract caused by acts of God, acts of the owner or the owners agent, stormy weather, labor troubles not the fault of contractor, extra work, failure of the owner to make progress payments when due, and other contingencies by contractor and beyond the reasonable control of the contractor.

Disclaimer of Liability: Contractor shall not be responsible or liable for the following (a) removal and / or installation of any basketball backboard; (b) cracking, sinking, or other damage to the driveway, walks, lawns, shrubs, or other vegetation caused by material delivery trucks, rubbish bins, or other equipment; (c) dust, dirt, gravel, and debris that settles in or around the house, garage, and attic; (d) damage to television or radio antennas, related equipment, solar, air conditioning, or other superstructures of the roof; (e) interior damage due to leaks in the event this Agreements is specifically for the repair of an existing roof; (f) removal of standing water due to pre-existing conditions.

Bankruptcy. If the owner should become bankrupt or make an assignment for the benefit of creditors, the contractor, or his trustee in bankruptcy, shall be paid the reasonable value of all work therefore performed, and the obligations of all parties under this contract shall thereupon terminate. In determining reasonable value under this paragraph, the contract price shall be deemed to be reasonable.

Arbitration. If the prime contract calls for arbitration, and an arbitration concerning or related to subcontractor's work is commenced between the owner and the contractor, subcontractor will, upon demand of contractor, become a party to such arbitration proceedings and shall submit to any award which may be rendered therein. Subject to the foregoing, if any question arises regarding the work required under this subcontract, of regarding the rights and obligations of the contractor and subcontractor under the terms of the subcontract or the plans or specifications, such question shall be subject to arbitration.

Arbitration shall be had in accordance with the Rules of the American Arbitration which are in effect at the time the demand for arbitration is filed. Should any party refuse or neglect to appear or participate in arbitration proceedings, the arbitrator is empowered to decide the controversy in accordance with whatever evidence is presented. The arbitrator is authorized to award any party or parties such sums as he shall deem proper, including attorney fees, for the time, expense and trouble of arbitration.

Contractors are required by law to be licensed and regulated by the Contractors, State License Board. Any questions concerning a contractor may be referred to the Registrar of the Board whose address is: Contractor's State License Board, 3132 Bradshaw Road, Sacramento, California 95827. Mailing Address: P.O. Box 26000, Sacramento, California 95826.

The above work shall be guaranteed against defects of workmanship and materials for a period of Ten (10) years and shall not cover faulty chimneys, flashing, or carpenter work, or conditions beyond our control.

Notice to Property Owner: If bills are not paid in full for the labor, services, equipment, or materials furnished or to be furnished, a mechanic's lien leading to the loss, through court foreclosure proceedings, of all or part of your property being improved, may be placed against the property even though you have paid Bill Hamilton Roofing, Inc. in full. You may wish to protect yourself against this consequence by (1) requiring Bill Hamilton Roofing, Inc. to furnish a signed release by a person or firm giving this notice before making payment to Bill Hamilton Roofing, Inc. or (2) any other method or device which is appropriate under the circumstances.

Payment Schedule:

Owner will pay contractor the sum of: **Five Thousand Five Hundred Dollars (\$5,500.00)**

in installments as follows: **10% Down (up to \$1,000.00) and balance on Completion.**

Received Deposit \$ _____ Check # _____ Initial _____

This bid is subject to acceptance by contractor within 30 days, and when signed by either parties, or their authorized agents, shall become binding sub-contract in accordance with the above terms and conditions.

ACCEPTANCE OF PROPOSAL

The above-mentioned prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work specified above. Payment will be as outlined above.

Signature: _____ Date: _____

Print Name: _____ Email: _____

Title: _____ Phone () _____

Job Address: 741 N. 3rd St. San Jose, CA 95112

Respectfully Submitted: *Eric Johnsen*

