



Construction Contract for Home Improvement

PO Box 130453
Carlsbad
CA 92013
(619) 404-5600
www.garage.co.com

Workhouse Garage, LLC dba "The Garage Co."
info@garage-co.com (619) 404-5600

A notice of cancellation, to be effective, must be sent to The Garage Co. at the following address:
PO Box 130453
Carlsbad
CA 92013

Garage Remodel for Home Improvement.

This contract (the "Contract") is between the client requesting services (the "Client") and The Garage Co. (the "Contractor").

Project Address: As listed in the Contractor's CRM tool powered by getjobber.com

The Contract is signed and dated digitally by the Client via the Contractor's CRM tool.

You are entitled to a completely filled in copy of this Contract, signed by both you and the Contractor, before any work may be started.

AGREEMENT

- A. Licensing:** The Contractor warrants that it currently holds a valid Contractor's License # **1070172**, under the laws of the State of California Contractor's State License Board, to perform the work.
- a. Permits and Fees: Client will obtain and pay for all required building permits and licenses. Taxes, special assessments of all descriptions and charges required by public bodies and utilities will be paid for by the Client unless otherwise stated in this Contract.
 - i. The Contractor is NOT responsible for any permits, zoning variances and/or homeowners association approvals that may be required in advance of installation.
- B. Scope of Work/Payment:**
- a. Description of the Project and Description of the Significant Materials to be Used and Equipment to be Installed: The Client is hiring the Contractor to perform the Garage Remodel for Home Improvement as detailed in the signed and approved Quotation listed in the Contractor's CRM tool.
 - b. Approximate Start & End Date: As agreed upon between the Client and the Contractor as detailed in the Quotation.
 - c. Documents attached to and incorporated into this Contract:
 - i. **Quotation (Exhibit A)** – the electronically-signed document entered into by Client and Contractor regarding the material terms of the project, including without limitation: the start and end date, Services and materials, and project price.
 - ii. **Notice of Cancellation (Exhibit B)** – the procedure to execute on the right to cancel.
 - iii. **Service Agreement (Exhibit C)** – the responsibilities of the Client and Contractor to ensure safe and successful installations.
 - iv. **Warranty (Exhibit D)** – the warranty detail as presented by the Contractor.
 - d. Extra Work and Change Orders:
 - i. 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.

ii. Client may not require Contractor to perform extra or change-order work without providing documented authorization prior to the commencement of work covered by the new order.

iii. Any Extra Work or Change Order shall not be enforceable against Client unless it also identifies all of the following in writing prior to the commencement of work covered by the order:

1. The scope of work encompassed by the order.
2. The amount to be added or subtracted from the Contract.
3. The effect the order will make in the progress payments or the completion date.

iv. 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.

e. Right to Stop Work: If any payment under this Contract is not made when due, The Garage Co. may suspend work on the job until such time as all payments due have been made. Any failure to make payment is subject to all claims enforced against the property in accordance with the applicable lien laws.

f. Delays: Contractor will be excused for any delay beyond reasonable control. These delays may include, but are not limited to Acts of God, epidemic or pandemic, labor disputes, inclement weather, acts of public authority, acts of the Client, and material out of stock, cabinet manufacturing delays or other unforeseen contingencies.

g. Contract Price: The Client shall pay Contractor the fixed sum as directed by the approved and signed Quotation (the "Contract Price") for the work to be performed under this Contract, and subject to additions and deductions pursuant to change orders agreed upon in writing by the parties.

h. Down Payment: **THE DOWN PAYMENT MAY NOT EXCEED \$1,000 OR 10 PERCENT OF THE CONTRACT PRICE, WHICHEVER IS LESS.**

i. Payment Schedule:

Flat Price: The Client will pay the Contractor the remaining balance on the day of the completion of the project.

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.

j. Payment Terms: Payment in full of the Contract Price shall be made to the Contractor via **check, cashier's check, credit card, ACH, or cash**. If any invoice is not paid when due, this could result in suspension or termination of the project. If the Client fails to pay for the Services (as detailed in the Quotation) when due, the Contractor reserves the right to treat such failure as a breach of this Contract. Any legal fees associated with such will be the Client's responsibility as further described hereunder.

i. Invoices: The Contractor will invoice the Client on the dates listed in the Payment Schedule section. The Client agrees to pay the invoice with the amount owed **on the same day the installation is completed.**

ii. Late Payments: If the Client fails to pay the Contractor on time per agreed upon payment schedule, the Contractor may suspend work until delinquent payments are brought current. If payments are delinquent for more than **5 days**, then the Client will be subjected to a late fee of **\$250**.

iii. Lien Release: 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 Client a full and unconditional release from any potential lien claimant claim or mechanics lien authorized pursuant to Sections 8400 and 8404 of the California Civil Code for that portion of the work for which payment has been made.

iv. Rework and Touchups: Client agrees that, should any rework, touch-up, or make-up work be required following completion of this job, and Client desires to retain any sums due to Contractor, Client shall retain no more than ten percent (10%) of the Contract price.

v. Collections: Client is responsible for any fees (including all attorney's fees), charges, interest (at 10% per annum) and/or penalties assessed to or by Contractor during the collection of any payments past due on job (completed or in progress).

k. Warranty Policy: No refunds will be provided for work completed as described in this Contract. Services for work completed are warranted according to the Warranty section listed in **Exhibit D**.

C. Commercial General Liability Insurance (CGL):

Contractor is a limited liability company that carries commercial general liability insurance written by Snapp & Associates Insurance Services. You may contact Contractor's insurance company at (619) 908-3100 to confirm our insurance coverage.

D. Worker's Compensation Insurance:

Contractor has no employees and is exempt from worker's compensation requirements.

E. 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 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.

F. 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.

G. Representations:

- a. Authority to Sign: Each party promises to the other party that it has the authority to enter into this Contract and to perform all of its obligations under this Contract.
- b. Client will Review Work: The Client promises to review the work product, to be reasonably available to the Contractor if the Contractor has questions regarding this project, and to provide timely feedback and decisions.

H. General:

- a. Signatures: The Client and the Contractor must sign the Quotation electronically.
- b. Compliance with Laws: Contractor must comply with all provisions of law applicable to this Contract, which shall be the laws of the State of California.

I. Term and Termination: This Contract ends on the agreed upon date between the Client and Contractor, unless the Client or the Contractor ends the contract before that time. If one of the parties chooses to end the Contract prior to project completion, the Client is responsible for paying for all work and costs incurred up until that date.

J. Bond. Client has the right to require the Contractor to have a performance and payment bond.

K. Three-Day Right to Cancel

The Client has the right to cancel this contract within three business days. You may cancel by e-mailing, mailing, 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, 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.

L. Alternative Dispute Resolution; Attorney's Fees



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Any dispute, claim or controversy arising out of or relating to this Contract or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this agreement to arbitrate, shall be determined by arbitration in San Diego County, California, City of Carlsbad or City of San Diego, before one arbitrator in accordance with the internal laws of the State of California without giving effect to any choice or conflict of law provision or rule. The arbitration shall be administered by JAMS pursuant to JAMS' Streamlined Arbitration Rules and Procedures. Judgment on the Award may be entered in any court having jurisdiction. This clause shall not preclude parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction. The prevailing party shall be awarded its reasonable attorney fees, court costs, and all other expenses, whether or not taxable by the court as costs, in addition to any other relief to which the prevailing party may be entitled.

M. Amendment

This Contract may only be modified or amended, if the amendment is made in writing and is signed by both parties.

N. Severability

If any provision of this Contract shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court of competent jurisdiction finds that any provision of this Contract is invalid or unenforceable, but that by limiting such provision it would become valid or enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

O. Waiver of Contractual Right

The failure of either party to enforce any provision of this Contract shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Contract.

P. Counterparts

This Contract may be executed in one or more counterparts and, when said counterparts are taken together, shall constitute one original Contract.

Q. Facsimile, Photocopy and Electronic Transmission:

Facsimile, photocopy and electronically-transmitted signatures and copies of this Contract shall be deemed originals, shall bind the parties accordingly, and shall be an acceptable method of delivery for all purposes.

Dated: _____

WORKHOUSE GARAGE LLC (Contractor)

By: _____

Name: _____

Title: _____

Dated: _____

Client

By: _____

Name: _____



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**EXHIBIT A
Quotation**



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**EXHIBIT B
Notice of Cancellation**

[Instruction: use this form within three days of execution of a Home Improvement contract or Extra Work or Change Order to cancel the agreement]

Enter the date of the original 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 contractor 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.

CLIENT NAME

Signature: _____

Printed Name: _____

Date: _____

EXHIBIT C**Service Agreement**

Ensuring a Safe & Successful Install Experience

A) Important Information:**Day(s) Before**

- The Garage Co. requires that the Client or an adult representative at least 18 years of age be home when the installer arrives to show the proper location for the installation and that they be available upon the completion of the installation to do a walk-through inspection with our installer to ensure satisfaction.
- Children and pets must be kept away from the work area during the entire installation process.
- The Client agrees to provide access to electricity within 45 m (150 feet) of the installation site.
- The Garage Co. is responsible for cleaning up after ourselves. We will remove project related debris and surplus material from the property, and leave the property in a neat and orderly condition.
- The Client will allow the Contractor use of their trash cans for general waste.
- Dust may trigger alarm & smoke detectors-during the installation process. It is the Client's responsibility to notify alarm companies if this should happen.
- We are not responsible for the disposal of old cabinets, unwanted items, or garbage that was in the area prior to install.
- Pilot lights need to be turned off prior to installation.
- All items **MUST** be removed from the garage before installers arrive to install coatings or cabinets, etc. For liability and insurance reasons installers from The Garage Co. cannot move items in the garage. If you need assistance with moving, we can refer you to someone who can assist you.
- The client has secured appropriate parking and access to the garage space. Our preference is the driveway.
- It's important to finalize your garage project with your installer on the last day of the job.
- If for any reason, the installers arrive on the scheduled day and are not able to move forward with the install for no fault of their own, the Client will be charged a \$100 rebooking fee.

Week(s) Before

- While your installer is installing your products, you authorize them to take before and after pictures of their work and give permission for The Garage Co. to use those pictures for marketing and promotional purposes.
- The Client authorizes The Garage Co. to place a Lawn Sign in the front garden facing the main road and sidewalk, for marketing and promotional purposes.
- The Client will notify gardeners and other visitors of the work being performed so they do not damage the installation process.
- All items **MUST** be removed from the garage before installers arrive to install coatings or cabinets, etc. For liability and insurance reasons installers from The Garage Co. cannot move items in the garage. If you need assistance with moving, we can refer you to someone who can assist you.

Month(s) Before

- The Garage Co. is **NOT** responsible for any permits, zoning variances and/or homeowners association approvals that may be required in advance of installation.
- The work area(s) are up-to-date with all building codes and standards.

B) Product Specifics:

Flooring Installations

- For flooring to properly adhere, it's very important the garage floor is dry. Please do not allow water on the garage floor for 3 days prior to installation.
- Note that washer and dryer units must be removed prior to a flooring installation, so please plan accordingly to perform laundry tasks elsewhere.
- Vehicles and heavy units cannot be placed back onto the newly installed flooring surface until fully cured/dry. Please consult your installer for details.
- During the grinding sessions, it can be loud and dusty.
- When a topcoat is being applied, it will give off a strong odor that can seep into the house. It will go away with the windows open and any fans on.
- Return to Service Guideline for Standard Finish Coat:

	55°F	70°F	85°F
Foot Traffic	30 hours	16 hours	10 hours
Wheel Traffic	96 hours	72 hours	48 hours

- Maintenance: Do not wash the floor within 5 days of installation. Exposure to water before the floor is completely cured may dull the finish. Damp mop as needed with a clean mop head and clean, warm water with a mild detergent or degreaser. Rinse thoroughly to avoid leaving residue. When using a new cleaner for the first time, test clean an inconspicuous area to ensure compatibility with the floor.

Cabinets Installations

- Studs where the product(s) are to be installed are made of wood.

**EXHIBIT D
Warranty**

The Garage Go. offers the same pass-through warranty conditions of our suppliers, as listed below.

A) Cabinets:**Redline GarageGear: Lifetime Warranty**

All Redline GarageGear Cabinets are covered by a Lifetime Warranty. You won't find a warranty like this on any competitive product. An abbreviated product warranty is shown below.

How can we offer a Lifetime Warranty?

1. We start with the design. Everything hangs on the wall, off the floor, and stays dry and level.
2. Exterior surfaces are designed to stand up to weather and use. The powder-coated finish seals the elements out.
3. We manufacture everything here in the U.S.A. to ensure it meets our exacting standards.
4. We add high-quality heavy-duty hardware that will withstand lots of use.
5. We finish with professional installation, ensuring that GarageGear is properly installed.
6. GarageGear requires very little maintenance. Garagegear can stand up to the wear-and-tear of everyday life.

Redline Garagegear garage cabinets are guaranteed to function normally for a lifetime when installed by an Authorized Redline Agent.

Covered items include: cabinet doors, work surfaces, pulls, hinges, castors, and glides. Minor scratches, dents, nicks, and scuffs are normal wear and are not covered. Deliberate or excessive abuse is not covered.

Redline Private Label (WorkSpace): Limited 10 Year Warranty

WorkSpace Garage Cabinets are guaranteed to function normally for a period of 10 Years. To qualify, cabinets must be the original installation, Standard Unmodified Cabinets, and in the possession of the original owner.

Covered items include: cabinet doors, work surfaces, pulls, hinges, castors and glides. Minor scratches, dents, nicks and scuffs are normal wear and are not covered. Deliberate or excessive abuse is not covered. Shelves not to exceed 50lbs.

B) Flooring:**American Industrial Flooring:**

American Industrial warrants its products to be free of defects in material and workmanship. Under this warranty, American Industrial will provide, at no charge, replacement material, or, at its option, refund the purchase price, for any product proven to be defective provided the material has been specified, installed, and maintained in accordance with our recommendations and sound practices. Provision of replacement material under this warranty shall not extend the life of this warranty.

This warranty specifically excludes the following:

- problems due to irregularities in the substrate
- failures caused by moisture migration through the substrate



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- changes in color and gloss

Claims must be made within 12 months of installation of material. In addition, the material must be used within twelve months of manufacture. Absence of such claims in writing during this period will constitute a waiver of all claims with respect to such product.

This warranty is in lieu of any and all other warranties, expressed or implied, and American Industrial shall have no other liability for consequential or incidental damages.