

SWEET - CRETE CONSTRUCTION

INDUSTRIAL COMMERCIAL RESIDENTIAL

"EVERYTHING CONCRETE"

578 Silverado Drive

Manteca

CONSTRUCTION CONTRACT _____/_____/2019

This contract is between Sweet-Crete Construction and _____.

Project address is _____ in the city of _____, CA.

Phone _____ Email _____ @ _____ .com

This project has _____ phases to be paid when each phase is completed.

Approximate date project is to be started by _____ 2019

Approximate date project is to be completed by _____ 2019

Total price of this project shall be \$ _____

-10% Down payment \$ _____

Remaining balance \$ _____

Total Price \$ _____

The down payment may not exceed \$1,000

10% of the contract price, whichever is less.

Down payment is non-refundable.

Schedule of Progressive Payments

Scope of Work

Phase 1 \$ _____

1 _____

Phase 2 \$ _____

2 _____

Phase 3 \$ _____

3 _____

Phase 4 \$ _____

4 _____

Total price \$ _____

Concrete order-

4" 6" Fiber Wire Mesh Rebar Broom Color Stamp Salt Patch Custom

Description of Materials and Equipment provided by Sweet - Crete Construction-

Power tools Hand tools CAT Skid Steer Dump trailer Jack hammer Concrete saw

Laser level Compactor Walk behind saw Backhoe Concrete pump Disposal of material

Add ons-

Additional terms and conditions-

(209) 808-4258

LIC #994434

SWEETCRETE@YAHOO.COM

sweet-crete.com

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IT IS AGAINST THE LAW FOR A CONTRACTOR TO COLLECT PAYMENTS FOR WORK NOT YET COMPLETED, OR FOR MATERIALS NOT YET DELIVERED. HOWEVER, A CONTRACTOR MAY REQUIRE A DOWN PAYMENT.

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. Workers' Compensation Insurance- Sweet - Crete Construction carries Workers' Compensation Insurance for all employees.

"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 the A CONTRACTOR'S GUIDE TO HOME IMPROVEMENT CONTRACTS 13 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"

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The schedule of progressive 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 each proposed process payment.

IN _____

Any changes made to this contract will require a **\$199** change of work order fee. This does not include materials or labor. Change orders require a written approval before any of the new work is started.

IN _____

This contract is given to customer with all known facts provided by customer. **Shall any unknown facts arise**, Sweet-Crete Construction will inform the customer and an addendum will be attached to this contract.

IN _____

IN _____ Homeowner has received a copy of this contract.

IN _____ Sweet - Crete has permission to take photographs, record audio and video.

IN _____ Sweet - Crete has permission for sign placement for the duration of the contract.

IN _____ Cracks in concrete are inevitable. Any crack larger than 1/4" is unacceptable.

IN _____ Concrete takes 30 days to cure.

IN _____ Permits and Inspections to be taken care of by Business owner or Homeowner

IN _____ Sweet - Crete is not liable and is released of all liabilities from any and all pre existing issues or conditions, including but not limited to work performed on project area by any other persons prior to Sweet - Crete stepping foot on project.

Pre existing conditions-

Signature of Acceptance _____ Date _____ 2019 How did you hear about us?

Signature of Acceptance _____ Date _____ 2019 _____

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"THREE-DAY" RIGHT TO CANCEL "You, the buyer, have the right to cancel this contract within three business days. You may cancel by e-mailing, mailing, faxing, 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 it, any 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.