

HOME IMPROVEMENT CONTRACT

THIS AGREEMENT made this ____ day of _____, _____ by and between:

[NAME OF CONTRACTOR]
[street address]
[city, state, zip]
[phone & fax numbers]
California Contractor's License No. _____
(the "Contractor")

- and -

[NAME OF PROPERTY OWNER]
[street address]
[city, state, zip]
[phone & fax numbers]
(the "Owner")

The above named Owner hereby retains the above named Contractor to undertake and perform the improvements more particularly described below, on the property located at _____ [insert address of the property], _____ [insert name of city/town], State of California (the "Premises").

The parties hereby agree that the following terms and conditions will govern this Contract:

1. Description of Work

Contractor shall furnish all labor and materials necessary to construct and complete in a good, workmanlike and prompt manner, pursuant to the Project plans and applicable law, the following improvements (the "Project") on the Premises:

(a) [List the work, labor, materials and equipment to be furnished under the Contract]

All improvements included in this Contract shall constitute the "work" of improvement as to the Premises. The Project shall be constructed with workmanship and materials which are approved by Owner, which approval shall not be unreasonably withheld. Materials must be new and of good quality, unless Owner otherwise agrees. Owner shall communicate in a timely manner with the Contractor to provide Contractor an opportunity to obtain Owner's approval as appropriate as the Project progresses.

2. Excluded Items

The following items of work are not included in the work:

(a) [List the work NOT to be included under the Contract]

3. Construction Financing

The name and address of the construction fund holder is:

[name of bank/financial institution]
[branch address]

The construction of this Project shall be managed from the financial standpoint by _____.

4. Property Lines

As the work will be completed within the confines of the existing property where the Premises is located, Owner will not be required to provide a survey map of the property.

5. Price and Terms of Payment

Owner shall pay Contractor the total sum of [CONTRACT AMOUNT IN WORDS] DOLLARS (\$#####.##) (the "Contract Amount") for the work. Progress payments for the work are to be made as hereinafter set out, upon Owner's approval of completion of the work as to each stage.

Amount of Payment

When Payment is Due

[set out the amounts and at what stage they are to be paid]

The entire Contract Amount must be paid within thirty-five (35) days after completion, as defined under California law. In no event shall the payment schedule herein provide for Contractor to receive nor shall Contractor actually receive, payment in excess of 100% of the value of the work performed on the Project at any time.

6. Certification of Completion

Owner shall receive written certification from Contractor on completion of each stage. Owner has the right to retain an appropriate construction inspection service or consultant to certify actual satisfactory completion on each of the above-referenced stages of work, before any progress payment is due under Section 5.

7. Commencement and Completion Dates

The work on the Project shall commence within ten (10) calendar days after receipt of a Notice to Proceed from Owner to Contractor, and the Project shall be substantially completed within ____ calendar days thereafter. Time is of the essence of this Contract. The foregoing substantial completion schedule shall be adhered to during the term of this Contract unless Owner and Contractor otherwise agree in writing.

The term "substantial completion" as used herein, shall be defined as completion of the work suitable to meet the requirements of the issuance of the Certificate of Occupancy or Temporary Certificate of Occupancy by the City of _____ and/or approval of the Owner if no Certificate of Occupancy is required for the improvement contemplated by this Agreement.