

Notice of cancellation may be sent to:

The Window Specialist (TWS)

DBA TWS Wholesale

Contractor license # 1002989

14733 Catalina St. San Leandro, CA 94577

(510) 923-1000/ FAX (510) 923-1117

HOME IMPROVEMENT CONTRACT

Name: _____ Phone: _____ Email: _____

Address: _____ City: _____ Zip: _____

I/we, the owners of the premises described below or property manager / general contractor authorized to enter this agreement on behalf of the owner, hereinafter referred to as "Purchaser" offer to contract with THE WINDOW SPECIALIST, hereinafter referred to as "TWS" to furnish, to deliver and arrange for installation of all materials necessary to improve the premises located at:

Description of the Project and Description of the Significant Materials to be Used and Product to be installed.

1. Prepare all openings for proper installation including the removal of any existing windows and doors.
2. Furnish and install ____ clad ultimate wood windows and doors in the following configuration:
3. Glass to be double strength with Low-E 2 insulating double pane glass with argon between panes.
4. All operable windows to have full fiber screens.
5. Jobsite debris removal and disposal.
6. Price includes all labor, materials, trim, tax and insurances. Trim painting is not included.
7. Warranty as provided by the manufacturer: <https://www3.marvin.com/WebDoc/Marvin%20Warranty%20effective%202019-07-25.pdf>
8. Ten year installation labor warranty
9. Purchaser is responsible for building permit.

☐ 10. Purchaser may direct TWS to obtain residential permit at cost plus \$250 by initialing the previous box. Payment is due when permit is obtained. This includes providing any photographs required by the city, obtaining the permit approval from the city, and being on site for the final inspection. Purchaser is responsible for obtaining and installing appropriate carbon monoxide and smoke detectors per city requirements.

11. Purchaser is responsible for any applicable HOA approvals required.

The following is excluded from this contract unless specifically named herein.

Alarm systems. If you have an alarm system connected to any windows or doors which that are being replaced, the Purchaser will need to contact someone familiar with these protection devices to reactivate the system upon completion of our work.

Approximate Start Date: _____ after expiration of right to cancel and receipt of progress payment. Substantial commencement shall be "preparation of job for removal of existing glass". **Substantial Completion Date:** _____

The contract price for all labor and materials, including any applicable discounts, is _____. Down payment _____ progress payment on ordering windows _____ balance due upon satisfied completion _____. This offer is valid for 30 days.

If this is a financed transaction, the agreement for financing is contained in a separate document which is incorporated herein by reference and made a part thereof replacing the down payment, progress payment and balance due payment terms.

All understandings or agreements are set forth in this Contract. All agreements and understandings must be in writing and signed by the parties. This agreement is contingent upon strikes, accidents, manufacturer's delays or any other delays beyond TWS' control. Any alteration or deviation from the above specification involving extra costs will be evaluated only on written order, and will become an extra charge over and above this agreement. PROVISIONS ARE STATED ON THE FOLLOWING PAGE AND ARE PART OF THIS CONTRACT. Purchaser is entitled to a completely filled in copy of this agreement, signed by TWS and Purchaser, before any work may be started. Overdue balances shall incur interests at a rate of 1.5% per month. Attorney's fees are recoverable in any action to collect any overdue balance. IN WITNESS WHEREOF Purchaser(s) have hereunto signed their name(s) this ____ day of _____, _____ and acknowledges receipt of a true copy of this contract. The copies of this along with any attachments are the property of TWS and cannot be divulged to a third party without the express permission of TWS. While The Windows Specialists strives on accuracy, price is subject to final site inspection for dimension and building code review by foreman.

☐ The law requires that the contractor give you a notice explaining your right to cancel. Please check this box if the contractor has given you a "Notice of the Three-Day right to Cancel.

Signature affixed below also acts as receipt that Purchaser(s) received separate cancellation forms. You the buyer may cancel this transaction at any time prior to midnight of the third business day after the date of this transaction. See attached notice of cancellation form for an explanation of this right.

SUBMITTED BY _____
Representative

SIGNED _____
Purchaser

Date