

Hometown Heating and Air Conditioning
4075 Nelson Ave Suite D
Concord, CA 94520
(925) 933-9333

**BILL TO**

Rafael Lopez
14 San Carlos Court
Pittsburg, CA 94565 USA

INVOICE
548049

INVOICE DATE
Jun 29, 2025

Home Improvement Contract**JOB ADDRESS**

Rafael Lopez
14 San Carlos Court
Pittsburg, CA 94565 USA

Completed Date: 6/29/2025

Technician: Baker Salman

Payment Term: Due Upon Receipt

Due Date: 6/29/2025

DESCRIPTION OF THE PROJECT & DESCRIPTION OF THE SIGNIFICANT MATERIALS TO BE USED & EQUIPMENT TO BE INSTALLED

System has a short which I locate it. And repaired. System working when I left. Customer knows the age and condition of the system. He stated that he doesn't want to replace it right now and just opted for repairs.

TASK	DESCRIPTION OF MATERIALS AND EQUIPMENTS	QTY	STANDARD PRICE	PRICE	TOTAL
S_DIAG	Diagnostic Fee: Diagnostic Fee: Covers the cost of the diagnostic visit to your home also covers the full inspection of your heating or cooling system.	1.00	\$79.00	\$79.00	\$79.00
S_EC_Locate Short	Locate Short: Locate Short	1.00	\$553.00	\$443.00	\$443.00
Monthly H&C	Monthly Full System: Our perpetual Star Performance Membership covers one furnace and one air conditioner for the entirety of the membership. This includes two seasonal maintenance visits on top of a 20% discount on all repairs and a 5% discount on any new installation. If issues were to arise you are guaranteed priority service plus an additional \$40 off a diagnostic appointment. As an added value you will be	1.00	\$12.95	\$12.95	\$12.95

receiving a \$100 Star Rewards gift card for every year you are an active member with us.

PAID ON	TYPE	MEMO	AMOUNT
6/29/2025	Credit Card		\$534.95
		MEMBER SAVINGS	\$110.00
		SUB-TOTAL	\$534.95
		TAX	\$0.00
		CONTRACT PRICE	\$534.95
		PAYMENT	\$534.95
		BALANCE DUE	\$0.00

We appreciate your business!!

CONTRACT PRICE: \$534.95
APPROXIMATE START DATE: 6/29/2025
APPROXIMATE COMPLETE DATE: 6/29/2025

ANY CHANGES IN THE SCOPE OF WORK OR EXTRA WORK MUST BE CONFIRMED IN WRITING BY BOTH THE CONTRACTOR AND HOMEOWNER IN ADVANCE OF THE WORK COMMENCING. EXTRA WORK OR A CHANGE ORDER IS NOT ENFORCEABLE AGAINST YOU UNLESS THE CHANGE ORDER ALSO IDENTIFIES ALL OF THE FOLLOWING IN WRITING PRIOR TO THE COMMENCEMENT OF ANY WORK COVERED BY THE NEW CHANGE ORDER: THE SCOPE OF WORK ENCOMPASSED BY THE ORDER; (II) THE AMOUNT TO BE ADDED OR SUBTRACTED FROM THE CONTRACT; AND (III) THE EFFECT THE ORDER WILL MAKE IN THE PROGRESS PAYMENTS OR THE COMPLETION DATE. HOWEVER, 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.

DOWNPAYMENT

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

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.

YOU, THE HOMEOWNER (BUYER) OR TENANT HAVE THE RIGHT TO REQUIRE THE CONTRACTOR TO FURNISH YOU WITH A PERFORMANCE AND PAYMENT BOND, HOWEVER THE CONTRACTOR CAN REQUIRE YOU TO PAY FOR THAT BOND.

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

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.

CUSTOMER AUTHORIZATION

Sign here

Date 6/29/2025

THREE DAY RIGHT TO CANCEL

Sign here

Date 6/29/2025

The "Notice of Cancellation" may be sent to:

Hometown Heating and Air Conditioning
4075 Nelson Ave Suite D
Concord, CA 94520
(925) 933-9333

CUSTOMER ACKNOWLEDGEMENT

I have inspected all of the work done by Hometown Heating and Air Conditioning pursuant to the contract terms agreed by me. I find that all work has been completed in a satisfactory and workmanlike manner. I have been given the opportunity to address concerns and/or discrepancies in the work provided, and I either have no such concerns or have found no discrepancies or they have been addressed by Hometown Heating and Air Conditioning to my satisfaction. My signature here signifies my full and final acceptance of all work performed by the contractor pursuant to the contract as agreed.

Sign here

Date 6/29/2025

I authorize Hometown Heating and Air Conditioning to charge the agreed amount to my credit card provided herein. I agree that I will pay for this purchase in accordance with the issuing bank cardholder agreement.

Sign here

A handwritten signature in black ink, appearing to be 'RB' or similar initials, written over a horizontal line.

Date 6/29/2025

TECHNICIAN ACKNOWLEDGEMENT

Sign here

Date 6/29/2025

Walnut Creek Heating and Air Conditioning

Terms and Conditions:

These are important notices required in California:

- 1) Failure by the contractor without lawful excuse to substantially commence work within 20 days from the approximate date specified in the contract when work will begin is a violation of the Contractor's State License Law.
- 2) Under California Mechanics' Lien Law, any contractor, subcontractor, laborer, supplier, or other person or entity who helps to improve your property, but is not paid for his or her work or supplies, has a right to place a lien on your home, land, or property where the work was performed and to sue you in court to obtain payment. This means that after a court hearing, your home, land, and property could be sold by a court officer and the proceeds of the sale used to satisfy what you owe. This can happen even if you have paid your contractor in full if the contractor's subcontractors, laborers, or suppliers remain unpaid.

To preserve their rights to file a claim or lien against your property, certain claimants such as subcontractors or material suppliers are each required to provide you with a document called a "Preliminary Notice." Contractors and laborers who contract with owners directly do not have to provide such notice since you are aware of their existence as an owner. A preliminary notice is not a lien against your property. Its purpose is to notify you of persons or entities that may have a right to file a lien against your property if they are not paid. In order to perfect their lien rights, a contractor, subcontractor, supplier, or laborer must file a mechanics lien with the county recorder which then becomes a recorded lien against your property. Generally, the maximum time allowed for filing a mechanics' lien against your property is 90 days after substantial completion of your project.

TO INSURE EXTRA PROTECTION FOR YOURSELF AND YOUR PROPERTY, YOU MAY WISH TO TAKE ONE OR MORE OF THE FOLLOWING STEPS:

- (1) Require that your contractor supply you with a payment and performance bond (not a license bond), which provides that the bonding company will either complete the project or pay damages up to the amount of the bond. This payment and performance bond as well as a copy of the construction contract should be filed with the county recorder for your further protection. The payment and performance bond will usually cost from 1 to 5 percent of the contract amount depending on the contractor's bonding ability. If a contractor cannot obtain such bonding, it may indicate his or her financial incapacity.
- (2) Require that payments be made directly to subcontractors and material suppliers through a joint control. Funding services may be available, for a fee, in your area which will establish voucher or other means of payment to your contractor. These services may also provide you with lien waivers and other forms of protection. Any joint control agreement should include the addendum approved by the registrar.
- (3) Issue joint checks for payment, made out to both your contractor and subcontractors or material suppliers involved in the project. The joining checks should be made payable to the persons or entities which send preliminary notices to you. Those persons or entities have indicated that they may have lien rights on your property, therefore you need to protect yourself. This will help to insure that all persons due payment are actually paid.
- (4) Upon making payment on any completed phase of the project, and before making any further payments, require your contractor to provide you with unconditional "Waiver and Release" forms signed by each material supplier, subcontractor, and laborer involved in that portion of the work for which payment was made. The statutory lien releases are set forth in exact language in Section 3262 of the Civil Code. Most stationery stores will sell the "Waiver and Release" forms if your contractor does not have them. The material suppliers, subcontractors, and laborers that you obtain release from are those persons or entities who have filed preliminary notices with you. If you are not certain of the material suppliers, subcontractors, and laborers working on your project, you may obtain a list from your contractor. On projects involving improvements to a single-family residence or a duplex owned by individuals, the persons signing these releases lose the right to file a mechanics' lien claim against your property. In other types of construction, this protection may still be important, but may not be as complete.

To protect yourself under this option, you must be certain that all material suppliers, subcontractors, and laborers have signed the "Waiver and Release" form. If a mechanics lien has been filed against your property, it can only be voluntarily released by a recorded "Release of Mechanics' Lien" signed by the person or entity that filed the mechanic's lien against your property unless the lawsuit to enforce the lien was not timely filed. You should not make any final payments until any and all such liens are removed. You should consult an attorney if a lien is filed against your property.

If initiated, the following options and special instructions are part of this Agreement:

Customer Date ____/____/____

Walnut Creek Heating
and Air Conditioning Date ____/____/____