John Owens Services, Inc.

4340 Redwood Highway, Suite F150
San Rafael, CA 94903
Tel: (415) 456-2906 Lic. # 501853
Website: Johnowensservices.com Email: johnowensservices@gmail.com

PROPOSAL & CONTRACT
(Home Improvement)

Proposal Date: 2/8/2018

Submitted to: Rodney and Bryna Holland
55 Loring Avenue
Mill Valley, CA 94941
rod.h.holland@gmail.com
415-314-8453

Billing address:
15 Blanca Drive
Novato, Ca. 94947

John Owens Services, Inc. (hereinafter "JOSI") proposes to furnish material and labor for the following work:

1). Rough-in plumbing three fixture bath, Panasonic fan and rough-in electrical per estimate

Total For Line Items #1: $5,444.00

2). Trim out three fixture bath; Customer Supplied Fixtures per estimate

Total for Line Items # 2: $1162.00

3). Possible extra visit to extend vent piping through the roof if needed; Initial vents to be through the wall. May need to coordinate with the roof contractor when the rainy season is over per estimate

Total for Line Items #3: $420.00

Total For Line Items 1,2,3 Price $7026.00

Payment terms: Total balance is due upon startup of unit, progress billing, and/or receipt of invoice. Customer agrees to be present at time of startup of unit or other project when completed, and to make payment in full at that time. Payment is not contingent on final inspection schedule. We accept cash, checks, Visa/MC

This offer and agreement is conditioned as follows:
Right to Stop Work: JOSI shall have the right to stop work if any payment including any payment for extra work is not made to JOSI as agreed to under this contract. In the event of such nonpayment JOSI may discontinue JOSI's portion of the work until all payments are received. In the event JOSI requires further assurances of payment to JOSI under this contract, JOSI shall be entitled to suspend performance of this contract in whole or in part, until such time as it receives satisfactory assurances of performance by the Owner in regards to payment.
Extra Work: Any Modifications or additions to the work covered by this contract will be executed upon written change orders only. Pricing for extra work will be Principal or Journey-person $140 per hour, Assistant/Laborer $65-$75 per hour, any Materials or Subcontractor at cost plus 17%.
Time Frame of Contract: Any contract for a residential project is valid up to 12 months after the acceptance of this contract (NOTE: JOSI has the right to review any proposal and contract if the proposal has not been signed within 30 days of issue). After 12 months JOSI will review the contract price and extra costs may be charged to the job for increased costs of material or labor.
Delays: JOSI shall be excused for any delay in completion of this contract caused by acts of "God", of Owner, of Owner's agents, Owner's employees or Owner's independent contractors; stormy weather, labor trouble, acts of public utilities, public bodies, or inspectors; addition of extra work, failure of Owner to make any payments or payments for extras when requested and due; or other contingencies unforeseen by JOSI, the Owner, and beyond their reasonable control.
Assignment: This contract shall not be assigned or delegated by the Owner unless permission for such assignment or delegation is obtained in writing from JOSI.
Governing Law: This agreement shall be construed in accordance with and governed by the laws of the State of California.
Insurance: Owner to carry fire, tornado, and other necessary insurance on said project. JOSI will carry General Liability Insurance with a $1,000,000 limit per incident, and workmen's compensation for all employees. Subcontractors will carry the same or higher limits for General Liability Insurance and Workmen's Compensation (certificates of insurance will be required for subcontractors before commencing work on site).
CONTRACTORS REQUIRED TO BE LICENSED: Contractors are required by law to be licensed and regulated by the Contractors' State License Board which has jurisdiction to investigate complaints against contractors if a complaint regarding a patent act or omission is filed within four years of the date of the alleged violation. A complaint regarding a latent act or omission pertaining to structural defects must be filed within 10 years of the date of the alleged violation. Any questions concerning a contractor may be referred to the Registrar, Contractors' State License Board, P.O. Box 26000, Sacramento, California 95826.
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

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 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.

EXTRA WORK: Any modifications or additions to the work covered by this contract will be executed upon written change orders only.

GOVERNING LAW: This agreement shall be construed in accordance with and governed by the laws of the State of California.

INSURANCE: Owner to carry fire, tornado, and/or other necessary insurance on said project. JOSI will carry General Liability Insurance with a $1,000,000 limit per incident, and worker's compensation for all employees.

ATTORNEYS' FEES: If either party becomes involved in litigation arising out of this contract or its performance, the court or tribunal in such litigation, or in a separate suit, may award reasonable costs and expenses of litigation, including expert witnesses' fees and attorneys' fees to the prevailing party or the party justly entitled to them.

STANDARD WARRANTY: JOSI warrants all materials, supplies and labor furnished to the work for a period of one year following completion of the work. A 30-day warranty on drain stoppages. The guarantee is in lieu of all guarantees express or implied. JOSI does not warrant materials supplied by others. Extra charges may be made for time delays, removal, replacement or repair of materials supplied by others.The Customer is responsible to notify JOSI promptly of any warranty situation. JOSI will perform warranty work promptly during normal business hours Monday through Friday. Report warranty problems by calling (415) 456-2906 or via e-mail to johnowensservices@gmail.com.

EXTENDED WARRANTY: JOSI warrants specific items or installations for a period of five years for parts and labor. This applies to only those items or installations noted on the front page of the contract as "5-year warranty".

CONTRACTOR INDEMNIFICATION: The Buyer hereby agrees to hold the Contractor harmless and to indemnify the Contractor against any and all claims that may arise during the course of the work as a consequence of the negligent acts or deliberate omissions of the Buyer, its agents or employees.

NOTICE OF THE "Three-Day Right To Cancel":
You, the buyer, have the right to cancel this contract within three (3) business days. You may cancel by e-mailing, mailing, faxing or delivering written notice to the contractor at the contractor's place of business by midnight of the third (3rd) 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 ten (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 twenty (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.

NOTICE OF RIGHT TO CANCEL
Notice of Cancellation _____*(Enter date of 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 seller 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, e-mail, or deliver a signed and dated copy of this cancellation notice, or any other written notice, to John Owens Services, Inc. not later than midnight of _____(Date). I hereby cancel this transaction _____(Date) _____(Buyer's signature)

Acceptance

The undersigned accepts the above proposal and all the terms and conditions contained herein. Payment will be made in accordance with this contract.

Name and Address of the Customer :
Rodney and Bryna Holland
55 Loring Avenue
Mill Valley, CA 94941

Billing address:
15 Blanca Drive
Novato, Ca. 94947

I have received a copy of the Notice of the Three-Day Right to Cancel, which is contained in this agreement.

ACKNOWLEDGMENT: Customer is entitled to request and receive a completely filled in copy of this agreement, signed by both you and the Contractor, before any work may be started.

Accepted & Acknowledged By:_____ _____ Date:_Feb. 8, 2018

John Owens, John Owens Services, Inc.
4340 Redwood Highway, Suite F150
San Rafael, CA 94903

Date:_____ _____
John Owens