

# HDR Remodeling

## a Honey Do Repair company

11881 Skyline Blvd., Suite F, Oakland, CA 94619 (510) 531-9500

Standard Terms and Conditions - Home Improvement Contract – License #720621

The California Contractor's State License Board licenses HDR Remodeling (HDR) as a general building contractor under license #720621. Philip J. Anderson, President, is the Responsible Managing Officer (RMO) and is certified by the Chimney Safety Institute of America, CSIA Certification # 4291. HDR carries all legally required bonds, liability insurance and worker's compensation. State Compensation Insurance Fund is our workers' comp. carrier. Our liability insurance is written through FRO Insurance Services. Our contractor's license bond is carried by CBS/Commpro. HDR employs permanent, full-time technicians and registered home improvement salespersons.

HDR performs general home maintenance, remodel and repair services on a fixed price contract basis. A 10% down payment is required to be paid 72 hours before work is scheduled. The deposit is refundable without penalty or obligation within three business days after the customer signs the contract with written notice of the customer's intent not to be bound by the contract. The refund will be mailed within 10 days of the date of the cancellation letter. The deposit is not refundable after three business days if the start date is canceled or moved by the customer without 24 hours notice to HDR. In the absence of written payment schedules, payment of 40% of the contract price is due at the halfway point of the job and 50% final payment is due within 48 hours of completion. Lack of prompt payment will stop work. Additional proposals will be prepared if, during our work, health and safety issues, dry rot or other unforeseen conditions are found. Unless specifically noted, the cost of permits, if necessary, and the time involved in obtaining permits and inspections are not included in the proposed priced. Any alteration, additions or deletions to the specifications will be executed only upon written Change Order signed by the owner or authorized agent and often becomes an extra charge over the agreed amount. In the absence of a firm price contract, the customer agrees to pay HDR on a time and material basis at \$85 per hour per person. The customer agrees to pay for the labor, the cost of any materials purchased plus 20% and the time taken to purchase such materials for a minimum of two hours per visit. Some services offered by HDR are billed at a higher rate. All time and material invoices are payable upon daily completion of such services.

Any statement, arrangement or understanding, expressed or implied, not contained herein will not be recognized. Agreements made with employees or subcontractors including price or completion times are not recognized. There is a \$50.00 charge if the customer is not home for a scheduled appointment within the half-hour time scheduled. The scheduled arrival times are always given in half-hour increments.

HDR will not be liable to client for any claims in the performance of work except of gross negligence or willful misconduct. In the event of any dispute, the prevailing party is entitled to recover reasonable attorney fees and collection costs. HDR is responsible for damages only and limited to the amount of the signed contract. There is a 90-day warranty on all labor unless otherwise noted. All materials purchased by HDR will be economy grade or contractor grade unless specifically stated otherwise and carry only manufacturer's warranty. No warranty is given on the following types of repairs: leak repairs, gutter repairs, deck staining, wall patching, furnace or doorbell maintenance or repair and paint matching. We are not responsible for the performance of customer-supplied or customer-specified materials or for damage to plants, flowers or shrubs.

All chimneys, flues and vents must be evaluated before they are cleaned. Chimneys, flues and vents can be inspected without being cleaned. Minimum evaluation charge is \$185 per chimney, flue and vent. All gas lines must be pressure tested before and after HDR does any gas line work.

Client agrees not to independently hire any HDR employees for a period of one year without compensating HDR \$85 per hour for each hour worked. We reserve the right to refuse service to anyone. Emergency services provided either during or outside of normal business hours are billed at double the normal billing rate or a minimum of \$170. All time and material work is to be performed during regular business hours Monday through Friday. Work performed after 3:30 p.m. and/or after the fortieth hour worked by the technician in one week will be at a rate of one and a half times normal hourly rate, unless previously arranged. Fees or rates are subject to change without notice. If an invoice remains unpaid after 20 days, we are required to exercise our rights under the Mechanics' Lien Law.

**NOTICE: STATE LAW REQUIRES ANYONE WHO CONTRACTS TO DO CONSTRUCTION WORK TO BE LICENSED BY THE CONTRACTORS' STATE LICENSE BOARD IN THE LICENSE CATEGORY IN WHICH THE CONTRACTOR IS GOING TO BE WORKING - IF THE TOTAL PRICE OF THE JOB IS \$300 OR MORE (INCLUDING LABOR AND MATERIALS). LICENSED CONTRACTORS ARE REGULATED BY LAWS DESIGNED TO PROTECT THE PUBLIC. IF YOU CONTRACT WITH SOMEONE WHO DOES NOT HAVE A LICENSE, THE CONTRACTORS' STATE LICENSE BOARD MAY BE UNABLE TO ASSIST YOU WITH A COMPLAINT. YOUR ONLY REMEDY AGAINST AN UNLICENSED CONTRACTOR MAY BE IN CIVIL COURT, AND YOU MAY BE LIABLE FOR DAMAGES ARISING OUT OF ANY INJURIES TO HIS OR HER EMPLOYEES. YOU MAY CONTACT THE CONTRACTORS' STATE LICENSE BOARD TO FIND OUT IF THIS CONTRACTOR HAS A VALID LICENSE. THE BOARD HAS COMPLETE INFORMATION ON THE HISTORY OF LICENSED CONTRACTORS, INCLUDING ANY POSSIBLE SUSPENSIONS, REVOCATIONS, JUDGMENTS, AND CITATIONS. THE BOARD HAS OFFICES THROUGHOUT CALIFORNIA. PLEASE CHECK THE GOVERNMENT PAGES OF THE WHITE PAGES FOR THE OFFICE NEAREST YOU OR CALL 1-800-321-CSLB FOR MORE INFORMATION.**