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FROM: Pavestone West

Ph:

Fax:

CONTRACT

This agreement is between Hotel California , 123 Main, Malibu, CA 94310 hereafter referred to as Owner, and Pavestone West , hereafter referred to as Contractor.

The work to be done by Contractor is described briefly as follows:
(Detailed estimate / quote is attached with this contract)

Areas Estimated for this Project: 1 - 1 (1)

Area	Overage	Type	Manufacturer	
Driveway - 1,465 Sqft.	5.00%	Paver	Pavestone Denver	\$0.00

Grand Total: \$0.00

Owner shall pay Contractor the sum of \$0.00, as per the following payment terms:

*** PLEASE CHANGE THIS PORTION OF THE CONTRACT TO YOUR SPECIFICATIONS AND DELETE THIS TEXT ***

40% is due upon acceptance of this contract. The balance is due within 90 days of completion of this project

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Work will commence approximately _____ days after acceptance and will be substantially completed approximately _____ working days thereafter, subject to delays caused by acts of God, stormy weather, uncontrollable labor trouble, or unforeseen contingencies

MOLD AND MILDEW: Customer agrees to forever release and hold harmless contractor from any and all claims relating to mold, mildew and fungus that might occur in past, present, and future. Deltas general liability specifically excludes coverage for all such claims, therefore Delta cannot contract to do work, where such coverage is required.

UTILITIES: It is the customers responsibility to call Dig alert at (800) 227-2600 at least 2 days in advance of start to have all utilities marked. It is the costumers responsibility to, at is expense, to provide electricity and water to the site, as needed by the contractor. Delta assumes all utilities are installed to local building code and below contracted area of CONTRACTORS ARE REQUIRED BY LAW TO BE LICENSED AND REGULATED BY THE CONTRACTORS STATE LICENSE BOARD. ANY QUESTIONS CONCERNING A CONTRACTOR MAY BE REFERRED TO THE REGISTRAR OF THE BOARD WHOSE ADDRESS IS:

Contractors' State License Board
3121 Bradshaw Road
P.O. Box 26000
Sacramento CA 95826

NOTICE TO OWNER

Under the California Machanics Lein Law any contractor, subcontractor, laborer, supplier or other person who helps to improve your property, but is not paid for his/her work or supplies, has a right to enforce a claim against your property. This means that after a court hearing, your property could be sold by a court officer and the proceeds of the sale used to satisfy the indebtedness. This can happen even if you have paid your contractor in full if the

To preserve their right to file a claim or lein against your property, certain claimants such as subcontractors or material suppliers are required to provided you with a document entitled preliminary Notice. Original (or prime) contractors and laborers for wages do not have to provided this notice. A Preliminary Notice is not a lien against your property. Its purpose is to notify you of persons who may have a right to file a lien against your property if they are not paid. (Generally, the maximum time allowed for filing a claim or lien against your property is ninety (90) days after 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.
2. Require that payments be made directly to subcontractors and material suppliers through a joint control. Any joint control agreement should include the addendum approved by the Registrar of Contractors.
3. Issue joint checks for payment, made out to both your contractor and subcontractors or material supplier involved in the project. This will help to insure that all person due payment are actually paid.
4. After making payment on any completed phase of the project, and before making any further payments, require your contractor to provide you with unconditional lien releases signed by each material supplier, subcontractor and laborer involved in the portion of the work for which payment was made. 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 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 OR LABORERS HAVE SIGNED.

...Terms & Conditions are continued on Page 2

Owner: _____ Date: _____

Contractor: _____ Date: _____

*** PLEASE CHANGE THIS PORTION OF THE CONTRACT TO YOUR SPECIFICATIONS AND DELETE THIS TEXT ***

AGREED CONDITIONS

1. The work of improvement is to be constructed and completed in compliance with all laws, ordinances, rules and regulations of competent public authority.
2. Owner hereby authorizes construction lender, if any, to make all payments directly to Contractor when due.
3. Owner acknowledges that this agreement supersedes all written or oral agreements, if any, between the parties, and that this agreement constitutes the entire and only agreement pertaining to the work to be performed hereunder.
4. If any provision of this contract is held invalid, such invalidity shall not affect other provisions of the contract which can be given effect, and to this an the provisions of this contract are severable.
5. Contractor shall not perform his work under unfavorable weather conditions that in his opinion may adversely affect such work, except upon express instructions from Owner, at which time Owner assumes responsibility for such adverse effects.
6. Owner agrees to maintain at his expense during construction of the project property damage insurance on the work at the site to its full insurable value, including interests of Owner and Contractor, against fire, vandalism, and other perils ordinarily included in extended coverage.
7. Contractor disclaims any and all IMPLIED WARRANTIES, including but not limited to, any WARRANTY OF MERCHANTABILITY or FITNESS FOR A PARTICULAR PURPOSE. Contractor disclaims liability and will not be responsibility for any CONSEQUENTIAL or SPECIAL DAMAGES resulting from or related to his work of improvement described herein.
8. Owner shall protect Contractor's work and be responsible under all circumstances for its good condition until final acceptance or the project.
9. Contractor shall not be liable for any pop-outs, discoloration, marbling or cracking.
10. Contractor shall not be liable for any damages to the project, or for delays on the project, resulting from rain, flood, earthquake, swelling of the ground, or other acts of the elements, or from strikes, fires, act of other contractors or persons, governmental controls, or acts of God, non-issuance of permits, hidden obstructions such as electrical, plumbing, etc., or from any other causes beyond contractor's control. Contractor does not assume any liability for any work performed by other. Additionally, Contractor will not be responsible for pop-outs, discoloration, marbling or cracking.
11. Title to materials supplied by Contractor will remain in Contractor and not pass to the Owner until the entire price called for herein, and in any subsequent work contract, has been paid in full to Contractor. Such materials will not be deemed to become a part of the real property regardless of the completeness of their affixation until such time of entire payment. Contractor may remove any amount or portion of such materials equivalent in value to any payment then in default.
12. Any arbitration or litigation arising from the terms and conditions of this agreement must be brought within one calendar year from the completion of the work described herein, or the Limitation of Actions will be deemed to have expired for this contract.
13. Any controversy which the parties do not promptly adjust and determine, shall be submitted to and determined by arbitration in the city last above named under the Construction Industry Arbitration Rules of the American Arbitration Association, and the parties agree to be bound by the award in such arbitration. If any party refuses or neglects to appear at or to participate in arbitration proceedings, the arbitrators are empowered to decide the controversy in accordance with

whatever evidence is presented by the participating party or parties.

14. In the event of any arbitration or litigation between the parties concerning this work or any modification or event related to it, that the prevailing party in such dispute shall be awarded all costs and reasonable attorneys fees.

NOTICE OF CANCELLATION

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 CANCELLED.

IF YOU CANCEL, YOU MUST MAKE AVAILABLE TO THE SELLER AT YOUR RESIDENCE IN SUBSTANTIALLY AS GOOD CONDITION 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 EXPENSES 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 THIS CONTRACT.

TO CANCEL THIS TRANSACTION MAIL OR DELIVER A SIGNED AND DATED COPY OF THIS CANCELLATION NOTICE, OR ANY OTHER WRITTEN NOTICE OR SEND A TELEGRAM TO: JOHN DOE, 100 SAMPLE STREET., SAMPLE CITY, STATE 10001, NOT LATER THAN MIDNIGHT OF _____.

I HEREBY CANCEL THIS TRANSACTION

Date _____

Owner's Signature _____

Driveway : 1465 Sqft., Manufacturer: Pavestone Denver

Category:Venetian Stone Heritage
60mm 2 3/8

Color:Venetian Antique Terra
Cotta-ONLY MADE IN FOUNTAIN,
CO

Pattern:Venetian Stone,
Combo,6x12, 12x12,
Random



Venetian Stone 9 X 6 Heritage Rectangle 60mm 2 3/8	Venetian Antique Terra Cotta- ONLY MADE IN FOUNTAIN, CO	365 Sqft.	4 Pallets (432 Sqft.)	\$0.00
Venetian Stone Heritage Combo 60mm 2 3/8	-No Colors-	510 Sqft.	6 Pallets (570 Sqft.)	\$0.00
Venetian Stone Heritage Giant 12 X 12 60mm 2 3/8	-No Colors-	583 Sqft.	5 Pallets (600 Sqft.)	\$0.00
(Border) Venetian 6 X12 Soldier Course	-No Colors-	80 Lineal Ft.	1 Pallets (96 Sqft.)	

Misc. Additions

HPNextGel(Joint Sand)	19 Bags (50 lb/Bag)
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BaseRock		0.70 Cubic Yards
		34.18 Cubic Yards (20 %Comp.Rate)
Edge Restraint	Dimex Rigid	10 Pieces
Shipping Details		
		Shipping Price: \$0.00
		Total: 0
GrandTotal:		0