Since 1978

ANDERSON PLUMBING HEATING & AIR

Nobody wows clients like we do!®

Anderson Plumbing, Heating & Air
1830 John Towers Ave
El Cajon, CA 92020
800.530.1102

BILL TO
James Long
839 Givens Street
San Diego, CA 92154 USA

INVOICE	INVOICE DATE
391784128	Mar 13, 2024

Home Improvement Contract
License #1089994

JOB ADDRESS
James Long
839 Givens Street
San Diego, CA 92154 USA

Completed Date: 3/13/2024
Technician: Robert Kerns
Registration #: ROBKRN

Technician: Christian A. Perez

Technician: Jimmy Gilmore

Payment Term: Due Upon Receipt
Due Date: 3/13/2024

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

INSTALLED 80% FURNACE- MODEL# AM9C800603BX SERIAL # 2312144996
INSTALLED 16 SEER HEAT PUMP- MODEL# ASZH503610 SERIAL # 2311101737
INSTALLED UPFLOW MATCHING 3 TON COIL MODEL # CE36D44175L004 SERIAL # G23-00029485
B CAB PLEADED FILTER BASE
INSTALLED NEST PRO THERMOSTAT
USED EXISTING 3/4 LINSET
INSTALLED SAFETY FUSE AND DISCO WITH WHIP
USED EXISTING CONDENSOR PAD
INSTALLED NEW GAS FLEX AND SAFETY SHUT OFF
USED EXISTING GAS LINE
INSTALLED NEW 4 IN FLUE
ADDED CONDENSATE PUMP
USED EXISTING PLATOFMR
CFM NEEDED IS 1200
INSTALLED NEW SUPPLY PLENUM
REPLACED DUCTWORK WITH R-6
INSTALLED DAMPERS
INSTALLED 8 SUPPLY REGISTERS
INSTALLED NEW RETURN GRILL

10 YEAR WARRANTY PARTS & LABOR

LIFETIME WARRANTY ON DUCTWORK INSTALLED BY ANDERSON-EXCLUDING RODENT DAMAGE & WATER DAMAGE
LIFETIME WARRANTY ON HEAT EXCHANGER AND COMPRESSOR

TASK	DESCRIPTION OF MATERIALS AND EQUIPMENTS	QTY	PRICE	TOTAL
AND3S-B	Silver Complete Comfort System 3 Ton: Install a Silver Semi Efficient Complete 3 Ton Single Stage Heating and Air Conditioning System. We Will Remove and Recycle Your Old System and Inspect your Existing Air Distribution or Duct System for Compatibility. We Will Pull All Necessary Permits and Coordinate City Inspections as well as any Sub Contractors so you don't have too. Standard Installation Includes the Following: 1. Anderson Brand ASXH5 Outdoor Condenser 2. Anderson Brand AMEC 80% 60K BTU Furnace (17.5w) 3. Matching Indoor Coil 4. Programmable Thermostat 5. Anderson Industry Leading Guarantee We Will Install Your New Heating and Cooling System in a Timely Manor with regard to providing the Ultimate Highest Level of Professionalism, Care and Quality, Insuring our 100% Satisfaction Guarantee. **Warranty** • 10 years Parts • 10 years Labor • Lifetime Unit Replacement on Heat Exchanger • Lifetime Unit Replacement on Compressor • Anderson's Industry Leading Guarantees	1.00	$19,085.00	$19,085.00
MISC-12	Permit & HERS Testing: Anderson Plumbing Heating & Air will furnish a mechanical and/or an electrical permit, ensuring your install is in compliance with all municipal building codes, and is operating properly and efficiently. Also included is HERS (Home Energy Rating System) testing, performed by a certified third party professional who inspects the install, ensuring it is in compliance with California Title 24 energy regulations. This testing includes checking the refrigerant charge and pressurizing the duct system in order to verify the amount of air leakage. A HERS test is required on nearly all permitted installs. Final inspection cannot be called for without passing a HERS test.	1.00	$0.00	$0.00
RE-DUCT	Replace Existing Supply or Return Duct: Replacement of single supply or return duct. Includes R-6 flex ducting.	8.00	$416.00	$3,328.00
MISC-05	Subcontractor-Asbestos Removal: Provide licensed and bonded sub contractor to perform asbestos abatement on behalf of Anderson Plumbing, Heating and Air Inc.	1.00	$1,190.00	$1,190.00

BESTBOGO1	BEST BOGO SALE! FREE FURNACE: Purchase a complete Anderson Comfort System and receive the FURNACE for FREE!	1.00	-$3,800.00	-$3,800.00
AM9C800603BX 1	AM9C800603BX 80% AFUE Upflow Multi - Speed Two Stage ECM FER UF: 80% AFUE Upflow Multi - Speed Two Stage ECM FER UF	1.00	$0.00	$0.00
ANDERSON AM9C800603BX S/N: 2312144996				
ASXH503610 1	ASXH503610 15.2 SEER2 3 TON AC SINGLE STG: ASXH503610 15.2 SEER2 3 TON AC SINGLE STG	1.00	$0.00	$0.00
ANDERSON ASZH503610 S/N: 2311101737				
GENEQUIP-COIL	HVAC Coil: Line item for general HVAC equipment	1.00	$0.00	$0.00
ANDERSON CE36D44175L004 S/N: G23-00029485				

PAID ON	TYPE	MEMO	AMOUNT
3/13/2024	Mobile Check Capture		$19,803.00

SUB-TOTAL	$19,803.00
CONTRACT PRICE	$19,803.00
PAYMENT	$19,803.00
BALANCE DUE	$0.00

CONTRACT PRICE: $19,803.00
APPROXIMATE START DATE: 3/13/2024
APPROXIMATE COMPLETE DATE: 3/13/2024

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.

LIST OF DOCUMENTS TO BE INCORPORATED INTO THE CONTRACT
HVAC INSTALLATION SCOPE OF WORK
HVAC AIR DELIVERY SYSTEM DISCLAIMER

NOTE ABOUT EXTRA WORK & CHANGE ORDERS
HOME IMPROVEMENT CONTRACT AMENDMENT
MECHANICS LIEN WARNING
WAIVER OF RIGHT TO CANCEL
TERMS AND CONDITIONS
CUSTOMER AUTHORIZATION

AUTHORIZATION TO WORK: PAYMENT OF THIS CONTRACT IS DUE IMMEDIATELY UPON COMPLETION OF EQUIPMENT INSTALL ON THE LAST DAY OF INSTALLATION. I, the undersigned, am owner/authorized representative/tenant of the premises at which the work mentioned above is to be done. I hereby authorize you to perform above-mentioned services, and to use such labor and materials as necessary. I have read this contract, including the terms and conditions on the following pages and agree to be bound by all the terms contained here. I have received a copy of this contract and Notice to Owner. All parts will be removed from premises and discarded unless otherwise specified herein. All work performed using UP FRONT PRICING contract. No BREAKDOWN will be provided.

I agree that the amount set forth on this contract in the space labeled "CONTRACT PRICE" to be the Contract Price/minimum charge. A monthly service charge of 1.5% will be added after 10 days. I acknowledge that I have read and received a legible copy of this contract and have read the Notice to Owner and statement required on contract.

This contractor carries commercial general liability insurance written by Safety National. You may call Safety National at (502) 244-1343 to check the contractor's insurance coverage.
This contractor carries workers' compensation insurance for all employees.

Sign here

Date

THREE DAY RIGHT TO CANCEL

You, the Owner/Client, have the right to cancel this contract within THREE business days. You may cancel by emailing, mailing, faxing, or delivering a written notice to the contractor at the contractor's place of business by midnight of the third 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 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 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."

Sign here

Date

The "Notice of Cancellation" may be sent to:

Anderson Plumbing, Heating & Air
1830 John Towers Ave
El Cajon, CA 92020
800.530.1102

CUSTOMER ACKNOWLEDGEMENT

ACCEPTANCE OF WORK PERFORMED: I find the service and materials rendered and installed in connection with the above mentioned, to have been completed in a satisfactory manner. I agree that the amount set forth on this contract in the space labeled "TOTAL CONTRACT PRICE" to be the Contract Price/minimum charge. A monthly service charge of 1.5% will be added after 10 days. I acknowledge that I have read and received a legible copy of this contract, including the terms and conditions and have read the Notice to Owner and statement required on contract.

Sign here

Date

Anderson Notifications & Disclosures

NOTE ABOUT EXTRA WORK & CHANGE ORDERS

Extra Work and Change Orders become part of the contract once the order is prepared in writing and signed by the parties prior to the commencement of any work covered by the new change order. The order must describe the scope of the extra work or change, the cost to be added or subtracted from the contract, and the effect the order will have on the schedule of progress payments.

You, the owner/client, may not require a contractor to perform extra or change-order work without providing written authorization prior to the commencement of any work covered by the new change order.

Extra work or a change order is not enforceable against an owner/client 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:

(i) The scope of work encompassed by the order.

(ii) The amount to be added or subtracted from the contract.

(iii) The effect the order will make in the progress payments or the completion date.

The contractor's 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.

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 Web site at www.cslb.ca.gov or call CSLB at 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.

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Anderson Terms and Conditions

1. SERVICES NOT COVERED: Unless specifically stated in this Agreement, Contractor will not perform any other work or trade than that which is specified herein, including but not limited to carpentry, plaster/wall work, electrical work, tile work, landscaping, masonry, flooring, roofing, paving, etc., even if that work is incidental or necessary to the contracted work, or necessary to restore the premises after the repair is made.

At the customer's request, we will refer a subcontractor for repair and/or replacement of carpeting, cabinetry, tile, flooring, etc. for a free estimate.

2. CHANGES IN THE WORK—CONCEALED CONDITIONS: Should the Owner, construction lender, or any public body or inspector direct any modification or addition to the work covered by this contract, the contract price shall be adjusted accordingly.

Modification or addition to the work shall be executed only when a Change Order has been signed by both the Owner and Contractor. The change in the contract price caused by such Change Order shall be as agreed to in writing, or if the parties are not in agreement as to the change in contract price, or whether the term(s) or work constitute a change, Contractor's actual cost of all labor, equipment, subcontracts and materials, plus 49.5% for its overhead and 5% for profit shall be the change in contract price. The Change Order may also increase the time within which the contract is to be completed. Any Change Orders shall be incorporated in, and become a part of the contract. However, in the event that the building department or other governing body requires a change or modification then Contractor may make that change prior to receiving written authorization and thereafter negotiate the effect of that change with the Owner.

Contractor shall promptly notify the Owner of: (a) latent physical conditions at the site differing materially from those indicated in this contract, or (b) unknown physical conditions differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in this contract. Any expense incurred due to such conditions shall be paid for by Owner as added work.

Payments for extra work will be made as extra work progresses.

3.OWNER'S RESPONSIBILITIES: The Owner is responsible to supply water, gas, sewer and electrical utilities unless otherwise agreed to in writing. Electricity and water to the site is necessary. Owner agrees to allow and provide Contractor and Contractor's equipment access to the property. The Owner is responsible for having sufficient funds to comply with this agreement. This is a cash transaction unless otherwise specified. The Owner is responsible to remove or protect any personal property and Contractor is not responsible for same nor for any carpets, drapes, furniture, driveways, lawns, shrubs, landscaping, irrigation and/or sprinklers (exclusion includes but is not limited to rocks/stones, brick/block, bark and other decorative landscaping items), etc. The Owner will point out and warrant the property lines to Contractor.

Repair and/or replacement to ANY/ALL flooring, sidewalks, decorative walkways, driveways, etc. requiring removal/ excavation to allow access for repairs is excluded; Anderson Technicians will perform a ROUGH CONCRETE PATCH ONLY IF NOTED IN THIS CONTRACT OR IN ANY OF THE INCORPORATED DOCUMENTS MENTIONED IN THIS CONTRACT. Referral of repair/replacement of flooring, sidewalks, decorative walkways, driveways, professional masonry, etc. is available upon request by the customer.

Please be aware there will be a fair amount of dust and/ or debris during the course of repair inside your home due to the scope of work. Every precaution will be taken to contain the dust and preserve the cleanliness of your home; however, we recommend you remove and/or cover any valuables such as furniture, clothing, photos, etc. from the area work will be performed prior to the arrival of our technicians on the first day of repair.

Any occupants should be kept away from jobsite at ALL times for their own safety; any pets will need to be confined while work is underway.

4.FEES, TAXES AND ASSESSMENTS; COMPLIANCE WITH LAW: Taxes, Permits, Fees, and assessments of all descriptions will be paid for by Owner, upon request by Owner. Contractor will obtain all required building permits, at the sole expense of Owner. Owner shall provide ample funds to acquire any and all necessary permits on a timely basis. Owner will pay assessments and charges required by public bodies and utilities for financing or repaying the cost of sewers, storm drains, water service, schools and school facilities, other utilities, hook-up charges and the like. Contractor shall comply with all federal, state, county and local laws, ordinances and regulations.

5. DESTRUCTION OF WORK, WORKERS' COMPENSATION INSURANCE & OTHER FORMS OF INSURANCE: Owner will procure at his or her own expense and before the commencement of any work hereunder, "all risk" insurance with course of construction, vandalism and malicious mischief clauses attached, such insurance to be a sum at least equal to the Contract price with loss, if any, payable to any beneficiary under any deed of trust covering the project. Such insurance shall also name Contractor and its subcontractors as additional insured, and include sufficient funds to protect Owner, Contractor and its subcontractors and any construction lender as their interests may appear; should Owner fail to do so, Contractor may procure such insurance as agent for and at the expense of Owner, but is not required to do so. If the project is destroyed or damaged by accident, disaster or calamity, such as fire, storm, earthquake, flood, landslide, or by theft or vandalism, any work done by Contractor in rebuilding or restoring the project shall be paid by the Owner as extra work.

If Contractor has employees, Contractor shall carry Worker's Compensation Insurance for the protection of Contractor's employees during the progress of the work. Owner shall obtain and pay for insurance against injury to Owner's own employees and persons under Owner's discretion and persons on the job site at Owner's invitation.

6. INSURANCE AND DEPOSITS: Owner will procure at his or her own expense and before the commencement of any work hereunder, "all risk" insurance with course of construction, vandalism and malicious mischief clauses attached, such insurance to be a sum at least equal to the Contract price with loss, if any, payable to any beneficiary under any deed of trust covering the project. Such insurance shall also name Contractor and its subcontractors as additional insureds, and include sufficient funds to protect Owner, Contractor and its subcontractors and any construction lender as their interests may appear.

7. PAYMENTS AND RIGHT TO STOP WORK: If the contract price is not paid in full by the Completion Date, any unpaid portion of the contract price shall bear interest at the rate of 1.5% per month (18% per annum) from the Completion Date until fully paid. Payments received other than the down payment shall be applied first to accrued interest and then to the contract price. Any unpaid contract price shall continue to bear interest until fully paid. Contractor shall have the right to stop work if any payment shall not be made, when due, to Contractor under this Agreement; Contractor may keep the job idle until all payments due are received. This remedy is in addition to any other right or remedy that Contractor may have. Such failure by Owner to make payment, when due, is a material breach of this Agreement.

8. CLEAN-UP: Contractor will remove from Owner's property debris and surplus material created by its operation and leave it in a neat and broom clean condition.

9.LIMITATIONS: No action of any character arising from or related to this contract, or the performance thereof, shall be commenced by either party against the other more than two years after completion or cessation of work under this contract.

10. SUBCONTRACTS: Contractor may subcontract portions of this work to properly licensed and qualified subcontractors.

11. VALIDITY: In case one or more of the provisions of this Agreement or any application thereof shall be invalid, unenforceable or illegal, the validity, enforceability and legality of the remaining provisions and any other application shall not in any way be impaired thereby.

12. LIMITED WARRANTY: Contractor warrants that all work performed by Contractor and its subcontractors shall be done in a good and workmanlike manner in accordance with accepted trade practices. Said warranty shall extend for one (1) year from the date of substantial completion of Contractor's work, unless stated otherwise in this contract, or in any of the incorporated documents mentioned in this contract. The warranties for assemblies, appliances and the like, shall be those warranties provided by the manufacturer or supplier of that item rather than based on Contractor's warranty herein. Contractor shall assemble and provide to Client all such manufacturer's warranties. THIS IS THE ONLY WARRANTY PROVIDED BY CONTRACTOR TO OWNER OR AGENT. Owner shall notify Contractor within twenty-four (24) hours of discovery of any warranty claim. CONTRACTOR SHALL RESPOND TO WARRANTY CALLS WITH REASONABLE PROMPTNESS, BUT ONLY BETWEEN THE HOURS OF 8:30 A.M. TO 4:30 P.M. MONDAY THROUGH FRIDAY, EXCLUDING HOLIDAYS, UNLESS OTHERWISE AGREED TO IN WRITING. FAILURE OF OWNER TO NOTIFY CONTRACTOR AS SET FORTH HEREIN SHALL VOID ANY WARRANTIES AFFORDED HEREIN. CONTRACTOR SHALL NOT BE LIABLE FOR WATER OR OTHER DAMAGES RELATING FROM ANY DEFECT OR DELAY IN RESPONDING TO SAID WARRANTY. CONTRACTOR SHALL NOT BE LIABLE FOR ANY LOST PROFITS, INCIDENTAL, SPECIAL, EXEMPLARY, INDIRECT OR CONSEQUENTIAL DAMAGES RESULTING FROM ANY WORK PERFORMED, OR ANY PROBLEM, WHETHER OR NOT COVERED BY THIS LIMITED WARRANTY. NO WARRANTIES SHALL APPLY IF CONTRACTOR WAS NOT PAID IN FULL FOR ALL OF THE WORK IT PERFORMED. IF CONTRACTOR IS PROVIDING ANY GREATER WARRANTY PROTECTION TO OWNER IT WILL BE IN A WARRANTY ADDENDUM ATTACHED TO THIS CONTRACT.

13. PRE-EXISTING CONDITIONS: Contractor calls attention to Owner the limitations of patching plaster and stucco, matching paint, matching texture and/or matching any finished product. Contractor will make every effort to match all existing conditions, i.e., textures and colors, however exact duplication is not promised or guaranteed.

Pre-existing pipes; pre-existing plumbing fixtures; pre-existing plumbing issues unrelated to the work being proposed in this Contract are excluded.

Damage to pre-existing water lines and/or gas lines during the course of excavation is excluded. Customer will be notified immediately should damage occur and repair to pre-existing water lines and/or gas lines becomes necessary. Any necessary repairs to these lines will be at a cost in addition to the proposed price and a change order will be immediately provided to the customer for review.

Failures that occur as a result of pre-existing circumstances or defects in the home such as: failures caused by equipment, ductwork, and/or controls that Contractor did not install and/or repair and failures caused by pre-existing defects with the crawl space, attic and/or insulation are excluded from this contract.

14. ASBESTOS, MOLD AND HAZARDOUS SUBSTANCES: Owner hereby represents that Owner has no knowledge of the existence on or in any portion of the premises affected by the Project of any asbestos, lead paint, mold (including all types of microbial matter or microbiological contamination, mildew or fungus), or other hazardous materials. Testing for the existence of mold and other hazardous materials shall only be performed as expressly stated in writing. Contractor shall not be testing or performing any work whatsoever in an area that is not identified in the Scope of Work.

Unless the contract specifically calls for the removal, disturbance, or transportation of asbestos, polychlorinated biphenyl (PCB), mold, lead paint, or other hazardous substances or materials, the parties acknowledge that such work requires special procedures, precautions, and/or licenses. Therefore, unless the contract specifically calls for same, if Contractor encounters such substances, Contractor shall immediately stop work and allow the Owner to obtain a duly qualified asbestos and/or hazardous material contractor to perform the work.

In the event that mold or microbial contamination is removed by Contractor, Owner understands and agrees that due to the unpredictable characteristics of mold and microbial contamination, Contractor shall not be responsible for any incidents of mold or microbial contamination appearing in the same or any adjacent location, subsequent to the completion of the work performed by Contractor. Owner agrees to hold Contractor harmless, and shall indemnify and defend Contractor and all its agents and employees harmless for any recurrence of mold or microbial contamination. Owner also agrees that Contractor shall not be responsible, and agrees to hold Contractor harmless and indemnify and defend Contractor for any claims as to the existence of mold or microbial contamination. Further, Owner is hereby informed, and hereby acknowledges, that most insurers expressly disclaim coverage for actual or alleged damages arising from mold or microbial contamination; Contractor makes no representations whatsoever as to coverage for mold contamination.

15. STANDARDS OF MATERIALS AND WORKMANSHIP: Contractor shall use and install "standard grade" or "builder's grade" materials on the project unless otherwise stated in the Scope of Work, the plans and/or specifications provided to Contractor prior to the execution of this Agreement. Unless expressly stated in the Scope of Work, Contractor shall have no liability or responsibility to restore or repair the whole or any part of the premises affected by the work of Contractor to be performed herein or by any subsequently agreed-upon change order, including as an illustration and not as a limitation, any landscaping, sprinkler system, flooring and carpet, wall coverings, paint, tile, or decorator items.

16. DELAYS AND INCREASES IN MATERIAL COSTS: Contractor shall be excused for any delay in completion of the contract caused by acts of God; stormy or inclement weather; strikes, lockouts, boycotts or other labor union activities; acts of Owner, of Owner's agents, or of Owner's employees or independent contractors; disbursement of funds into funding control or escrow; acts of public utilities or public bodies; acts of public enemy, riots or civil commotion; inability to secure material through regular recognized channels; imposition of Government priority or allocation of materials; delays caused by inspection or changes ordered by the inspectors of authorized governmental bodies; changes requested by Owner; Owner's failure to make progress payments promptly; failure of the issuance of all necessary building permits within a reasonable length of time; or other contingencies unforeseen by Contractor and beyond its reasonable control.

Additionally, while Contractor believes that it can complete the Project without any increases in costs, to the extent that material costs increase by more than 10% from the costs of said materials on the date this Agreement was signed, Contractor shall be entitled to an increase in the contract price equal to the increased costs above the 10% increase in material cost. To the extent material costs increase due to delay caused by Owner, Owner's agents or separate contractors, Contractor shall be entitled to all cost increases incurred as a result, in addition to any extended field and home office expenses. There shall be no additional markup for overhead or profit on the increased cost, except as otherwise indicated.

17. RIGHT TO CURE: In the event that Owner alleges that some of the work is not or has not been done correctly or timely, Owner shall give Contractor a notice that Contractor shall commence to cure the condition that Owner has alleged is insufficient within ten days.

18. WEATHER AND OTHER DAMAGE: Contractor shall attempt to keep the project reasonably covered during the construction. However, Owner understands that unexpected weather conditions can arise that might cause damage to the project or its contents. Contractor shall not be responsible for any such damage beyond its reasonable control.

19. RELEASE: Upon full and complete payment being made for any portion of the Work performed, Contractor shall, prior to any further payment being made, furnish to Owner a partial release from any claim or mechanic's lien pursuant to Section 3114 of the Civil Code for that portion of the Work for which payment has been made.

20. INTEGRATION; AMENDMENT: This contract together with all referenced addendums and attachments shall constitute the entire agreement between the parties pertaining to the subject matter contained herein and supersedes all prior and contemporaneous agreements, representations and understandings of the parties. There are no representations, warranties, agreements or understandings, express or implied, written or oral between the parties hereto relating to the subject matter of this contract which are not fully expressed herein. No supplement, amendment, modification discharge or change of this contract shall be binding unless executed in writing by all of the parties.

21. VENUE: This contract is not valid and effective until accepted at the corporate office of Contractor in El Cajon, California.
This contract is entered into and is to be performed in San Diego County, California; and the venue for any litigation, or other proceeding to enforce or interpret the terms of this contract shall be in the sole jurisdiction in San Diego County, California.