

HOME IMPROVEMENT CONTRACT

ANNUAL INSPECTION AND MAINTENANCE PACKAGE

This Annual Inspection and Maintenance Package Contract ("Contract") is entered into by and between Granville Homes, Inc. (Contractor), and _____ (Owner), whose residence address is _____ and whose project address is _____.

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.

Contractor: Granville Homes, Inc.,
1396 West Herndon Avenue, Suite 101, Fresno, California 93711
(559) 268-2000

License No.: 586845

Buyer/Owner: _____ Name: _____
Address: _____
Telephone: _____
Email: _____
Date Contract Signed: _____

EXPECTED START AND COMPLETION DATES

Expected Start Date: _____

Expected Completion Date: _____

Description of the Project and Description of the Significant Materials to be Used and Equipment to be installed:

Contractor will furnish all labor, materials, equipment, supervision, and contract administration to complete in a good and workmanlike manner the following:

1. Roof Clean-Up and Inspection. Remove debris from roof and roof valleys. Inspect roof tiles and roof jacks. Re-sealing of roof jacks. Broken tiles, clean-up and removal of bird excrement is not included.
2. Rain Gutter Inspection and Clean Up. Inspect all rain gutters attached to the home. Remove all debris from rain gutters, adjust pitch as needed, seal leaks at joints as needed, and re-attach existing gutters as needed.
3. Inspection and Replacement of HVAC Filters. Inspect HVAC System, replace HVAC filters, test HVAC low voltage system, clean and lubricate HVAC equipment.
4. Plumbing Inspection. Inspect toilets and under sinks for leaks, inspection of interior faucets and fixtures. Inspect all spigots around the exterior of the residence and visually inspect sewer clean-out. Any repairs and/or replacement required is not included in package.
5. Tankless Water Heater Inspection and Flush. Inspect tankless water heater system. Flush vinegar solutions through system and clean filter.

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Corporate: 559.436.0900 Established: 1977 Websites: gvhomes.com • gvurban.com

THE CONTRACT PRICE

- Complete Granville Care Package - \$_____ **OR:**
- Roof Clean-Up & Inspection - \$_____ Rain Gutter Clean-Up & Inspection - \$_____
- Plumbing Inspection - \$_____ Inspection & Replacement of HVAC Filters - \$_____
- Tankless Water Heater Flush - \$_____

Owner shall pay Contractor the total fixed sum of \$_____ (the "Contract Price") for the work to be performed under this Contract, subject to additions and deductions pursuant to change orders agreed upon in writing by the parties. Upon satisfactory payment being made for either all or a portion of the work performed, the Contractor, prior to any further payment being made, shall furnish to Owner a full and unconditional release from any potential lien claimant or mechanics lien authorized pursuant to sections 8400 and 8404 of the Civil Code for that portion of the work for which payment has been made. Payments for services rendered hereunder shall be made by major credit/debit card (Visa, MasterCard, or American Express only), personal check, cashier's check, and/or money order. Cash payments are not accepted.

EXTRA WORK AND 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.

REPLACEMENT PARTS. The law requires that the Contractor offer you any parts that were replaced during the service and/or repair call. If you do not want the part, initial the box where indicated: _____ "Ok for Contractor to take replaced parts."

INSURANCE. Commercial General Liability Insurance (CGL) is carried by this Contractor written by Steadfast Insurance Company. You may call Steadfast Insurance Company at (214) 866-1283 to check the Contractor's insurance coverage.

WORKERS' COMPENSATION INSURANCE. This Contractor carries workers' compensation insurance for all employees.

CHANGES TO CONTRACT. Any changes to this Contract, and any attachments must be in writing and signed or acknowledged by the parties. Owner may not require Contractor to perform extra or change-order work without providing written authorization prior to the commencement of work covered by the new change order. Conversely, extra work or change orders may not be enforced against Owner unless the change order also identifies all of the following in writing prior to the commencement of work covered by the new change order:

- i) The scope of the 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.

INFORMATION ABOUT THE CONTRACTORS' STATE LICENSE BOARD (CSLB). CSLB is the state consumer protection agency that licenses and regulates construction contractors. Contact the 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 LICENED 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

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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.

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For more information:

Visit CSLB's website at www.cslb.ca.gov

Call CSLB at 1-800-321-CSLB (2752)

Write CSLB at PO 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, supplies, 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 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 Internet 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.

The Owner has the right to require Contractor to have a performance and payment bond in place.

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THREE DAY RIGHT TO CANCEL

“You, the Buyer, have the right to cancel this contract within three business days. You may cancel by e-mailing, 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 not 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.”

Date: _____

Contractor

Buyer/Homeowner

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