

CONTRACT AGREEMENT TERMS

This is a Contract Agreement between Customer, (hereafter, the "Customer" as defined in BP #/ID), and Terrence O'Rourke-TKO Structure (hereafter, the "Contractor" CSLB# 904712). Under the terms set forth below, Customer agrees to purchase the services of Contractor in preparing and constructing specified items as set forth in the Project Description, and Contractor agrees to render such services. As consideration, Customer agrees to pay Contractor the amount shown as "Total" in the Project Description ("Contract Price") in exchange for performing the services described in the Contract Description. The parties further agree as follows:

PAYMENTS

All deposits are non-refundable. Contractor will invoice Customer for payments as outlined on contract summary page. The invoice shall be paid by Customer within 15 days of the invoice date. If the total balance is not received by Contractor by the end of the 15-day period, interest will be paid on that balance by Customer at a rate of 10% per year. Failure by Customer to pay the remaining balance within 90 days will constitute breach of this agreement. Upon breach of this agreement, Customer agrees to pay all costs of collecting any remaining balances, including attorney's fees. No warranties will be issued until full payment is received.

WARRANTY/GUARANTEE

Contractor warrants that any structures built will be free from defects and the installation will be functional for a period of One (1) year from the date of completion of the Contract, except when a longer guarantee is provided by the supplier or manufacturer of the materials only, provided the installation was used as was intended when the Contract was designed, and was not misused. Any repairs/replacements made to any installation after expiration of the warranty will be made at Customer's expense. Any repairs made to any installation by any party other than Contractor voids any warranties offered by Contractor. Contractor further agrees that after being notified in writing of any work not in accordance with the requirements of the Contract Documents or any defects in the structure, it will commence and prosecute with due diligence all work necessary to fulfill the terms of this Guarantee, and to complete the work within a reasonable period of time.

NATURAL WOOD DISCLAIMER

Variations in color and grain are a natural characteristic of wood. Changes in color on finished wood can occur due to density and composition, exposure to light and other environmental factors, as well as varying absorption rates of different species of wood. Additionally, some individual boards/pieces may either weep, check or de-lam if/when painted. These variations, color changes, etc. are not to be deemed defective and therefore are not covered under this warranty. As such, if any remediation is requested, it may necessitate additional charges.

CHANGES

Contractor will make reasonable efforts to complete the Contract as designed. Circumstances may arise beyond the control of Contractor that may prevent construction of the Contract exactly as planned. Contractor will make reasonable efforts to minimize this impact on the design and construction. Customer acknowledges this possibility and accepts the action Contractor will take to minimize the potential change in design. If Customer wishes to change any part of the installation after this Agreement is signed, but prior to commencement of installation, which results in additional material or labor costs for Contractor or results in delays in the completion of the Contract, said costs will be added to the remaining balance of the Contract and billed as part of the original Contract. Any changes in the design or Contract, whether the changes result in additional time, cost, or neither, must be made in writing and signed by both parties, using a Work Change Order Form.

PERMITS

Unless otherwise agreed upon, customer is solely responsible for securing all necessary permits. Contractor is not responsible for code violation made at Customer's request.

CONCEALED PHYSICAL CONDITIONS

If subsurface or otherwise concealed physical conditions at the premises differ materially from those indicated in this Agreement or from those ordinarily found to exist in the vicinity of the premises, including (but not limited to) subsurface utilities, boulders, tree stumps or unexpected construction materials and/or items, then the Contract Price can be adjusted to account for any changes required to this Agreement or in the materials or method of work required to carry out the agreed upon work.

PROJECT START AND COMPLETION

An estimate of the number of days to complete the contracted work and an expected start date are provided as a courtesy. There may be delays in the beginning date and completion date due to poor weather or other circumstances beyond the control of Contractor. Those delays will not alter or invalidate any part of this Agreement, nor will they entitle Customer to additional rights under the Agreement. Completion 'Hard-Deadlines' may necessitate an additional fee, and must be signed and agreed to by both parties in advance.

TERMINATION

This Agreement may be canceled by Customer by mailing written notice to Contractor before midnight the third business day after Customer has signed this Agreement. If after that time Customer wishes to terminate this Agreement, Customer must give Contractor five (5) days advance written notice. Contractor will retain any monies paid by Customer up to the effective date of termination, and is entitled to any expenses for materials or other expenses incurred by Contractor.

COPYRIGHT CLAIMS

All images of the work performed by Contractor shall be useable by Contractor with full and legal rights to use for personal promotion of contracted work only.

NOTICE OF LIEN RIGHTS

As required by the California construction lien law, builder hereby notifies owner that persons or companies furnishings labor or materials for the construction on owner's land may have lien rights on owner's land and buildings if not paid. Those entitled to lien right's, in addition to the undersigned builder, or those who contract directly with the owner or those who give the owner notice within 60 days after they first furnish labor or materials for the construction. Accordingly, owner probably will receive from those who furnish labor or materials for the construction, and should give a copy of each notice received to the mortgage lender, if any, to see that all potential lien claimants are duly paid.

The failure of Contractor to enforce any right accruing under this agreement shall not be construed as a waiver of a subsequent right of Contractor to enforce the same or any other right, term or condition.

This agreement shall be interpreted and enforced in accordance with the laws of the State of California.