



THIS AGREEMENT, Made as of XXXXXX, 2009

Between the **Owner**:

Joe Property Owner
111 Main Street
San Francisco

And the **Contractor**:

Maven Maintenance, Inc.
1138 Taylor Street
San Francisco, CA 94108
Phone: 415.923.0916
Email: lipton@maveninvestments.com

For the **Project**:

222 Front Street
San Francisco, CA

Project:

Maven Maintenance, Inc. will provide the materials and labor to provide/complete....

Time of Completion:

The approximate commencement date of the Project will be no later than two weeks from the execution of this Agreement. The approximate completion date will be XX weeks from commencement date, however, any Change Orders or unusual weather might delay the completion date.

Contract Price:

The cost of the Project shall be set at the sum of XXXX dollars (\$XXXX), subject to authorized Change Orders. This will include all labor and materials.

or

The Project is to be billed on a time and materials basis at a rate of \$XX/hour, with an estimated labor cost for job #1 of \$XXX - \$YYYY. Materials are billed at cost plus 10%.

Billing to be done twice a month on approximately the 5th and 20th and payment is due within 10 days of receipt of invoices.

The Owner and Contractor acknowledge that the Owner will pay a sum of **XXXX dollars (\$xxxx) (10%)** upon execution of this Agreement and before construction begins as a deposit towards

MAVEN MAINTENANCE, INC. | GC LICENSE 881403 | LIPTON@MAVENINVESTMENTS.COM

1138 TAYLOR STREET | SAN FRANCISCO CA 94108 | TEL: 415.923.0916 | FAX: 415.440.7584

the total cost of this Project. A second payment of XXX shall be due upon XXX and the balance shall be due at completion of the Project.

General Provisions:

If conditions are encountered at the construction site which are subsurface or otherwise concealed or unknown physical conditions of an unusual nature, which differ naturally from those ordinarily found to exist and generally recognized as inherent in construction activities, the Owner will promptly investigate such conditions and, if they differ materially and cause an increase in the Contractor's cost, and/or time required for performance of any part of the Project, the Owner will negotiate with the Contractor an equitable adjustment in the Contract Price, Time of Completion, or both.

Change Orders:

Any alteration or deviation from the Project involving extra costs of labor or materials (including any changes in the Project required by governmental plan checkers or field building inspectors) will be executed upon a written Change Order that shall be signed by Contractor and Owner prior to commencement of additional work by the Contractor.

Standard Exclusions:

Unless specifically included, this Agreement does not include labor or material for the following: Plans, engineering fees, or governmental permits of any kind. Testing, removal and disposal of any materials containing asbestos (or any other hazardous material as defined by EPA). Temporary sanitation, power or fencing. Correction of existing out-of-plumb or out-of-level conditions in existing structure. Correction of concealed substandard framing. Rerouting/removal of vents, pipes, ducts, structural members, wiring conduits, or steel mesh which may be discovered in the removal of walls or the cutting of opening in walls. Removal and replacement of existing rot or insect infestation. Failure of surrounding part of existing structure, despite Contractor's good faith efforts to minimize damage, such as plaster or drywall cracking and popped nails in adjacent rooms or blockage of pipes or plumbing fixtures caused by loosened rust within pipes. Contractor can not guarantee the exact matching of existing finishes.

Warranty:

Contractor provides a limited warranty on all supplied labor and materials used in this Project for a period of one year following substantial completion of all work. One year after substantial completion of the Project, the Owner's sole remedy on all materials that are covered by a manufacturer's warranty is strictly with the manufacturer. No warranty is provided by Contractor on any materials furnished by Owner for installation or any existing materials that are moved and/or reinstalled by the Contractor.

THE EXPRESS WARRANTIES CONTAINED HEREIN ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING ANY WARRANTIES OF MERCHANTABILITY, HABITABILITY, OR FITNESS FOR A PARTICULAR USE OR PURPOSE. THIS LIMITED WARRANTY EXCLUDES CONSEQUENTIAL AND INCIDENTAL DAMAGES AND LIMITS THE DURATION OF IMPLIED WARRANTIES TO THE FULLEST EXTENT PERMISSIBLE UNDER STATE AND FEDERAL LAW.

Arbitration of Disputes:

Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association under its

Construction Industry Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

NOTICE: BY INITIALING THIS SPACE BELOW YOU ARE AGREEING TO HAVE ANY DISPUTE ARISING OUT OF THE MATTERS INCLUDED IN THE 'ARBITRATION OF DISPUTES' PROVISION DECIDED BY NEUTRAL ARBITRATION AS PROVIDED BY CALIFORNIA LAW AND YOU ARE GIVING UP ANY RIGHTS YOU MIGHT POSSESS TO HAVE THE DISPUTE LITIGATED IN A COURT OF JURY TRIAL. BY INITIALING IN THE SPACE BELOW YOU ARE GIVING UP YOUR JUDICIAL RIGHTS TO DISCOVERY AND APPEAL, UNLESS THOSE RIGHTS ARE SPECIFICALLY INCLUDED IN THE 'ARBITRATION OF DISPUTES' PROVISION. IF YOU REFUSE TO SUBMIT TO ARBITRATION AFTER AGREEING TO THIS PROVISION, YOU MAY BE COMPELLED TO ARBITRATE UNDER THE AUTHORITY OF THE BUSINESS AND PROFESSIONS CODE OR OTHER APPLICABLE LAWS. YOUR AGREEMENT TO THIS ARBITRATION PROVISION IS VOLUNTARY.

WE HAVE READ AND UNDERSTAND THE FOREGOING AND AGREE TO SUBMIT DISPUTES ARISING OUT OF THE MATTERS INCLUDED IN THE 'ARBITRATION OF DISPUTES' PROVISION TO NEUTRAL ARBITRATION.

I agree to arbitration _____ I agree to arbitration _____
(Initials of Owner) (Initials of Contractor)

Attorney Fees, Costs of Collection & Governing Law:

In the event of any arbitration or litigation relating to the Project or this Agreement, the prevailing party shall be entitled to reasonable attorney fees, costs and expenses. The Owner is responsible for all costs of collections, including lien fees and Contractor' legal expense. Owner agree that there shall be an eighteen percent (18%) annual interest rate applied to any invoices outstanding for 30 days beyond the due date. This Agreement shall be construed in accordance with, and governed by, the laws of the State of California

Owner's Right of Cancellation:

Owner may cancel this Agreement at any time prior to midnight of the third business day after the date of the execution of this Agreement without penalty or obligation. If Owner cancels, any payments made under the Agreement shall be returned within 7 days following receipt of said notification.

OWNER:

CONTRACTOR:

XXXXXX

Maven Maintenance, Inc.
Contractor's License No. 881403

By: _____

By: _____
Craig Lipton, President

Contractors are required by law to be licensed and regulated by the Contractor's State License Board. Any questions concerning a contractor may be referred to the Contractors' State License Board. www.cslb.ca.gov

Our workers are fully covered by workmen's compensation insurance and we carry general liability insurance. Certificates of insurance are available upon request.

Exhibit AScope of Work:

Prep and paint unit. Patch and repair cracks in walls.

Replace garbage disposal.

Install under cabinet lights in kitchen.

Remove stainless steel backsplash and replace with tile and backsplash.

Replace bedroom door jamb and repair door.

Repair shelves in bedroom closet.

Snake bathroom drain

Replace 3 hardwood thresholds in kind

Make best effort to repair cigarette burns in hardwood floors and in bathtub.