



RETAIL & SHOWROOM
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Emeryville, CA 94608
Tel: 510.652.8882
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info@thegraniteexpo.com

RETAIL & WHOLESALE
3401 Mandela Pkwy.
Oakland, CA 94608
RETAIL & DISTRIBUTION
1888 Verne Roberts Cir.
Antioch, CA 94509

OUTLET STORE
3033 Harbor St.
Pittsburg, CA 94565
WAREHOUSE
1618 28th St.
Oakland, CA 94608

RETAIL STORE
916 Cotting Ln.
Vacaville, CA
94568

<input type="checkbox"/> T & C Tan & Chan Construction Lic. B1010166 2827 22nd Street Oakland, CA 94606	<input type="checkbox"/> W WMA Construction Lic. B988052 2888 Darius Way San Leandro, CA 94577	<input type="checkbox"/> X JimXu Builder Lic. B975007 1034 Sutter St. #5 San Francisco, CA 94109	<input type="checkbox"/> F F Huang Construction Inc. Lic. B1011198 3726 Rosalee Court Castro Valley, CA 94546	<input type="checkbox"/> GE Granite Expo Installation Inc. Lic. B896945 3401 Mandela Pkwy. Oakland, CA 94608
Note: Granite Expo only recommends certified licensed contractors for our installation services. All of the above-listed independent subcontractor teams are expertly trained. Please request one of the above subcontractors as your preferred installation team. Otherwise, random placement will be made by Granite Expo				
Customer Name:		Job Date:		
Jobsite Address:				
Telephone #:		Today's Date:		
Contract Price: (Cost of Labor Only)		Labor Deposit:		
Balance on Account:		Labor Deposit may not exceed \$1,000.00 or 10% of the Contract Price, whichever is less. Finance Charges: 10% Upon Default		

HOME IMPROVEMENT CONTRACT

Attn: Homeowner. You are entitled to an executed copy of this Agreement before any services commence.

This Home Improvement Contract (hereinafter "Agreement") is entered into on the date written above as Today's Date (hereinafter "Effective Date") by and between the above-named Contractor (hereinafter "Contractor"), with telephone contact 1-888-282-8281, located at the above-checked address, and the undersigned Homeowner. Parties have contracted for installation services to be rendered at the above-referenced Jobsite, with a summary description as follows:

Description of Services to be Provided:
<div><div><input type="checkbox"/> Installation of Cabinetry. <input type="checkbox"/> Installation of Granite, Marble or Quartz Countertop(s). <input type="checkbox"/> Installation of Plywood. <input type="checkbox"/> Demolition Work. <input type="checkbox"/> Other / Include Description:</div><div>Note: Contracted services do <u>not</u> include electrical, plumbing, tile, flooring, sink (except for stainless steel under-mount sinks) or faucet installations.</div></div>

Description of Services are additionally provided on Invoices, attached hereto and incorporated by reference.

INSTALLATION TERMS & CONDITIONS

- Initials: _____
1. All prices on materials and labor are estimates only based on ordinary installation conditions. If additional material and/or labor is required at the job site, the Undersigned will be notified for approval, at which time the Undersigned will then be responsible for payment of the additional materials and labor. The Contractor has the right to cancel this Agreement if the Undersigned does not approve.

2. All dimensions or size designations provided by the Undersigned are subject to verification by the Contractor on the job site, and adjustments may be made to fit job conditions. The Undersigned consents that additional charges may apply and actual installation may differ from the layout plans.

3. The Undersigned agrees to notify the Contractors and Sales Representatives at least **48 hours** before the date of the scheduled installation of any changes to the scheduled installation. There will be a **\$250 penalty** for any changes made less than **48 hours** prior to the scheduled installation. Any installation that requires rescheduling will be moved to our next available installation date.

4. The Undersigned shall be subject to a 3% penalty charge of the total deposit should this Agreement be cancelled.

5. The Undersigned acknowledges that materials are sold **as is** and approves of the quality and condition of purchased materials. There is no guarantee that the granite, marble or quartz material will be uniform in color and pattern. All stone is susceptible to scratching through normal wear-and-tear. Granite and marble are natural stones that may contain imperfections. Quartz may vary by the piece according to the manufacturer's lot number.

6. The Undersigned acknowledges that any purchased and selected products and materials are only reserved for **30 days** by Granite Expo from the date this Agreement is made. The condition of the original product is not guaranteed. Any products held after **30 days** are subject to resale. Future availability is not guaranteed.

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7. The Decision Maker (Homeowner or Authorized Agent of the Homeowner) is responsible for all inspections, approvals, on-site objections, etc. during the installation. The Decision Maker must be over 18 years of age. **The Decision Maker must be present at the job site on the installation date.** The installation cannot proceed if the Decision Maker is not on-site.
- Decision Maker:** _____
8. The Undersigned, Homeowner, and Decision Maker acknowledge that **no adjustments to any product** (stone, cabinets, etc.) can be made once it has been altered by the Contractor. This includes (but is not limited to) cutting and drilling. Cabinet modifications must be made prior to the installation date to be installed. Homeowners must pay for the material before the day of installation.
9. **No refunds or exchanges on products shall be made after cutting or installation.**
10. The Contractor reserves the right to terminate this Agreement if the physical condition of the workplace compromises the Contractor’s safety or if any passage does not allow for the safe handling of materials.
11. Countertop installation **does not** include the following: (1) plumbing, tile, or electrical works; (2) faucet, all sink installations, except for stainless steel under-mount sinks; (3) dry wall, brackets, and/or other structural modifications; (4) appliance removal or installation; and (5) sealing and/or caulking of any material.
12. Unless the Contractor is installing the plywood sub-top, the Undersigned must have existing cabinets and **3/4 or 5/8 inch plywood installed correctly** prior to countertop installation (European Cabinets require 3/4” plywood). Homeowners agrees to hold Contractor harmless if prior installations were poorly constructed or negligently-made prior to the Contractor’s installation.
13. If the existing floor cabinets and/or the plywood sub-top are not leveled at the time of installation, the Contractor cannot guarantee the leveling of the finished countertop.
14. The Undersigned acknowledges that the shape of plywood may naturally change as a result of humidity levels in the climate and weather conditions and that the Contractor shall not be responsible for subsequent changes in the plywood.
15. The Homeowner understands that the bonding agents that are used to adhere the countertop require **72 hours** to completely dry, and therefore agrees **not to touch or use** the countertops for **72 hours** after installation, including (but not limited to) plumbing, backsplash, and/or electrical work.
16. The Homeowner acknowledges that stone sealer is strongly recommended for granite and marble countertops six days after installation. Please read and follow the instructions on the back of the specific sealer purchased. **Installation does not include any sealing.** Kovastone® and other quartz products do not require application of sealer.
17. The Undersigned understands that if the walls are bowed or uneven, there will be gaps between the countertop and the wall. The Undersigned acknowledges that the Contractor is not responsible for any of these gaps caused by wall unevenness.
18. Please circle one.
The Undersigned **must** decide on one of the following regarding joint seams:
 OPTION A: Unpolished joint seams, which the Undersigned understands may not be smooth.
 OPTION B: Polished joint seams, which the Undersigned understands that color dullness or shade variation may occur.
 OPTION C: The Decision Maker will determine on-site with the assistance of the Contractor.
19. The Homeowner must inspect the premises at the end of each work day to confirm that no damage was done by the Contractor. The Homeowner waives any future complaints of damage if no complaint is raised after the installation’s completion date.
20. **OBJECTIONS MUST BE RAISED ON SITE. NO OBJECTIONS SHALL BE MADE AFTER THE FINAL WALK-THROUGH INSPECTION.** The Decision Maker must inspect the finished product once the installation is complete before signing for approval. If the Decision Maker is not satisfied with any part of the installation, such expression must be brought to the Contractor’s attention **while the Contractor is still present at the job site**. The Decision Maker releases the Contractor from liability after the Contractor leaves the installation site.
21. The Undersigned hereby acknowledges that he or she has read the Standard Labor & Installation Warranty Policy.
22. The Undersigned hereby acknowledges that he or she has read the Subcontractor Referral List.

ADDITIONAL TERMS & CONDITIONS

Pursuant to California Business and Professions Code Section 7159

- A. **Full Compliance of Applicable Laws.** Nothing contained herein shall relieve the Contractor from compliance with all applicable provisions of law.
- B. **Relationship of the Parties.** This Agreement is not intended to create, nor shall it be deemed or construed to create any joint venture, partnership, or other relationship between Granite Expo, the Contractor, and/or the Homeowner, other than that of independent entities contracting with each other solely for the purpose of carrying out the provisions of this Agreement. **This Agreement is entered between the Contractor and Homeowner for certain home improvement services. Granite Expo stands as the third party beneficiary of the Contractor’s consideration, as a referral between the Contractor and the Homeowner.**
- C. **Change Orders.** If the Homeowner requests or requires changes either expanding or limiting work to be performed under this Agreement, the Contractor shall accept such change orders. Granite Expo agrees to provide the Contractor with written notice of any such change orders as soon as practical after Granite Expo receives such notice. Any resulting increase or decrease in the subcontract price provided for must be in writing, mutually agreed to, and signed by both parties. If the parties are unable to reach an agreement regarding any price adjustment for a change order, the Contractor will proceed with the change order work and the matter shall be remitted to arbitration under the laws of California within 30 days from the issuance of the change order. Such arbitration shall set the change order price allowing Granite Expo a reasonable profit, after considering direct costs and reasonable overhead expenses. All Change Orders shall be incorporated into this Agreement.

- D. **Permits.** The Homeowner shall be solely responsible for obtaining and paying for all necessary permits, licenses, and any other instruments required to perform the Services.
- E. **Insurance.** The Contractor hereby represents and warrants that it is covered by workers compensation, employer’s liability, and comprehensive general liability insurance as required by applicable law.
- F. **Remedies on Default.** In addition to any and all other rights available under law, if either party defaults by failing to substantially perform any of the material provisions, terms or conditions herein, the other party may elect to terminate this Agreement if the default is not cured within 30 days after providing written notice to the defaulting party. Notice must describe in sufficient and articulate detail the nature of the default. If legal proceedings are pursued as a result of default, the prevailing party shall be entitled to collect reasonable attorney’s fees from the losing party.
- G. **Force Majeure.** In the event of unforeseen disasters, events, or conditions that the parties were not able to contemplate at the execution of this Agreement, such as sabotage, riots, terrorism, political or governmental complications, market conditions, or natural occurrences such as hurricanes, floods, earthquakes, etc. or other Acts of God (hereinafter “force majeure”), liability shall be borne by the undersigned Homeowner and the Homeowner shall indemnify and hold harmless Granite Expo for any and all damages arising from said force majeure.
- H. **Authority.** The Undersigned Parties hereby represent and warrant that he or she has been duly authorized by its entity or principal to enter into this Agreement and to bind that entity or principal to the terms hereof.
- I. **General Indemnification.** The Homeowner hereby agrees to indemnify and hold harmless Granite Expo and the Contractor against loss or threatened loss or expense by reason of the liability or potential liability of Granite Expo and the Contractor for or arising out of any claims for damages, including payment and compensation for reasonably-incurred attorney’s fees and other related professional fees.
- J. **Warranties.** The Homeowner has been put on notice of all standard warranty policies, attached hereto and incorporated by reference. Granite Expo and the Contractor agree to furnish upon request at any time to the Homeowner a copy of its standard Warranty Policy.
- K. **Release.** Upon satisfactory payment being made for any portion of the services performed, the Contractor shall furnish to the Homeowner a full and unconditional release from any potential claim or mechanic’s lien authorized pursuant to Section 3110 of the Civil Code for that portion of the work for which payment has been made.
- L. **Mechanic’s Lien.** Anyone who helps improve your property but who is not paid may record a mechanic’s lien on your property. A mechanic’s 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, any unpaid subcontractors, suppliers, and laborers who helped to improve your property may record mechanic’s 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, 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 the balance is not paid. The Preliminary Notice can be sent up to 20 days after the subcontractor starts work or the supplier provides material. This may be a big problem if you pay your contractor before you have received the Preliminary Notice. 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. You may also consider payment with joint checks. 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 more information on liens, visit CSLB’s Internet Website at www.cslb.ca.gov or call CSLB at 1-800-321-CSLB.
- M. **Information about the Contractors State License Board.** 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 Internet Web site at www.cslb.ca.gov. Call CSLB at 800-321-CSLB (2752). Write CSLB at P.O. Box 26000, Sacramento, CA 95826

IN WITNESS WHEREOF, the Undersigned Parties cause this Agreement to be duly signed and executed as set forth below.

AGENT OF CONTRACTOR (or Contractor): X	HOMEOWNER (or Authorized Agent of Homeowner): X
Installer Name:	Print Your Name Legibly:
Signor’s Name:	Name of Homeowner:
Position/Title: Authorized Sales Agent of Contractor	Telephone Number:



FILL OUT THE FORM BELOW ON-SITE AND BEFORE INSTALLATION

MATERIALS INSPECTION

The Decision Maker and Contractor have had a reasonable opportunity to inspect and have inspected the materials prior to installation and hereby agree that the materials are to their satisfaction. The Decision Maker hereby approves the installation of the materials and waives any future objections to the material.

Date Signed: _____Signature of the Decision Maker : _____

FILL OUT THE FORM BELOW ONLY AFTER THE INSTALLATION IS COMPLETE

WALK-THROUGH FINAL INSPECTION

The Decision Maker and Contractor hereby agree and acknowledge that they have walked through and inspected the premises, and the following are true and correct:

- All contracted-for installation work has been completed to the Decision Maker’s satisfaction.
- All materials used are free of defects and damage.
- All labor and installation work has been performed per the Decision Maker’s instruction.
- No damage has incurred from the labor and installation work performed.
- The premise has been cleaned by the Contractor to the Decision Maker’s satisfaction.
- The Decision Maker has read and fully understood all applicable warranties and agrees to the terms thereof.

Date Signed: _____Signature of the Decision Maker: _____

Demolition Agreement

1. The Undersigned acknowledges that if demolition and removal of existing counters and/or cabinets are contracted, then all water, gas, and/or electrical lines must be disconnected **before** the Contractor’s arrival. All appliances must be disconnected and removed before demolition begins; the Contractor will not be responsible for reconnecting any appliances.

2. The Undersigned understands that demolition is a process that creates dust, debris, etc.

3. The Undersigned acknowledges that if the existing floor cabinets and/or the plywood sub-top are not leveled at the time of demolition, the Contractor cannot guarantee the leveling of the finished countertop and/or plywood sub-top.

4. The Undersigned understands that any existing material, such as sinks, faucets, and/or backsplash, will be included in the demolition and will be unusable after the process. Any materials to be preserved must be removed **before** the Contractor arrives for demolition.

5. The Undersigned acknowledges that any removal of existing backsplash will leave damage on the wall, and that the Contractor is not responsible for fixing the wall and/or paint. It is recommended that the new backsplash material must be tall enough to cover damage caused by demolition. **The Contractor does not install tile.**

I hereby acknowledge that I have read and understood the Demolition Agreement.

Homeowner (or Authorized Agent of Homeowner)

Print Name

Date

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