

**CAL-TECH  
PUMP  
WELL & WATER TREATMENT**

**Notice to Owner, Page 2**

You the buyer or owner has the right to cancel this contract within three business days, without penalty or obligation. You may cancel by mailing, faxing, or delivering a written "Notice of Cancellation" to Cal-Tech Pump by midnight of the third business day after receiving this contract. If you cancel, Cal-Tech Pump must return to you anything you paid within 10 days of receiving the notice of cancellation. You must make available to Cal-Tech Pump any and all goods and/or materials in the same condition as received under this contract. Cal-Tech Pump must pick these materials and/or goods up within 20 days of receiving the notice of cancellation. If you fail to make goods and/or materials available to Cal-Tech Pump, you, the buyer, remain liable for all obligations under this contract.

Cal-Tech Pump carries commercial general liability insurance written by Wells Fargo Insurance Services, you may call this insurance company @ 831-431-2300 to check on insurance coverage. Policy number BKO-15-562714-41  
Cal-Tech Pump carries workers' compensation insurance through State Compensation Insurance Fund Policy No. 1237141

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 made against your property and recorded with the county recorder. Even if you pay your contractor in full, unpaid subcontractors, suppliers, & laborers who helped to improve your property may record a mechanics' lien and sue you in court to foreclose the lien. If a court finds the lien is valid, you can be forced to pay twice or have a court officer sell your home to pay the lien. For a contractor to preserve their right to file a mechanics lien, each subcontractor and material supplier must provide you with a document called a "20 day Preliminary Notice." Contractors and laborers who are in direct contract with the owner do not have to provide you with such a document; the law assumes that you, the owner are aware of their existence. The 20 day preliminary notice is not a lien, the purpose of this notice is to let you know that the person who sends you this notice has the right to record a mechanics' lien on your property if he or she is not paid in full. This notice is sent up to 20 days after the subcontractor starts work or the supplier supplies materials. You can protect yourself from liens by getting a list from your contractor of all subcontractors and material suppliers that work on your project. Find out when they started work or supplied materials. Most important, Pay attention to the preliminary notices you receive.

For more information on protecting yourself against liens, contact the **Contractors' State License Board** at one of the following:

Web site: [www.cslb.ca.gov](http://www.cslb.ca.gov)

Phone: 800.321.2752

Write: C.S.L.B. @ PO Box 26008, Sacramento, Ca 95826.

The Contractor's state license board, (CSLB), is the state consumer protection agency that licenses and regulates California contractors. Contact the CSLB about the license contractor you are considering or to check the status of his or her license.

California state law requires anyone who contracts to do construction work to be licensed by the contractors' state license board in the license category for which the work is going to be done if the total price of the job is \$600.00 or more in labor and materials. If you file a complaint against a licensed contractor within the legal deadline (4 years), CSLB has authority to investigate the complaint. If you use an unlicensed contractor, CSLB may not be able to help resolve your complaint. Your only remedy may be in civil court, and you may be liable for damages arising out of injuries to the unlicensed contractor or his or her employees.

General exclusions from this contract unless written into the contract include:

1. Permits and permit fees, insurance certificates, bonding fees.
2. Winterization of completed and uncompleted work.
3. Seeding or erosion control work.

General conditions of this contract include:

1. If contract is marked "Flat Bid (not approximate)" the amount of the contract can only be increased or decreased by a change order.
2. If contract is marked "Estimate (approximate)" the contract amount is an estimate. The final amount billed will be based on all work upon unit prices which shall be adjusted to reflect actual time and materials in place.
3. All trenching and excavation work will be free from man made obstructions, including utilities. All existing utilities will be located and marked prior to the commencement of work.
4. Should the owner, Owner's agent, public body, or Inspector direct any modification or addition to this contract, the contract price will be adjusted accordingly.
5. Substantial commencement of work shall occur when we first supply workers to the job site. Our failure without lawful excuse to commence work within 20 days is a violation of the Contractors License Law. Due to the uncertainty in weather, material supplies and equipment availability, all dates are approximate.
6. Cal-Tech pump has the right to stop work if any payment owed to us under this agreement is not made on time. We may keep the job site until all payments due are received in full.
7. 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 after a period of two years from the completion of work or cessation of work.
8. We do not warrant the materials or supplies we use against defects in workmanship but we will use our best efforts to enforce any warranties against the manufacturer or supplier on your behalf. We guarantee our own work to be free of defects for a period of one year from the date of installation. No other warranties are offered or implied.

**Payment terms of this contract:** Owner or you or buyer agrees to pay a deposit of 10% or \$1000.00 dollars, whichever ever is less. Owner or you agree to pay for contract immediately upon completion. Interest on monies owed to us after a 30 day period shall accrue interest at a rate 1.5% per month until the principal balance is paid in full.