



**CITY OF RIALTO
LIABILITY
CLAIM FOR DAMAGES
TO PERSON OR PROPERTY**

CITY CLERK'S DATE STAMP

CITY OF RIALTO
2023 SEP 19 PM 1:18

RECEIVED
CITY CLERK

1. Claims for death, injury to person, or to personal property must be filed not later than six (6) months after the occurrence (Gov. Code §911.2).
2. Claims for damages to real property must be filed not later than one (1) year after the occurrence (Gov. Code §911.2).
3. READ ENTIRE CLAIM FOR BEFORE FILING
4. ATTACH SEPARATE SHEETS, IF NECESSARY, TO GIVE FULL DETAILS

RETURN TO:
Rialto City Clerk's Office
Mail: 150 S. Palm Ave., Rialto, CA 92376
Address: 290 W. Rialto Ave., Rialto, CA 92376

CLAIMANT INFORMATION:

William Fe lts
FULL NAME

DATE OF BIRTH

Rialto, Ca 92376
HOME ADDRESS INCLUDING CITY, STATE & ZIP

HOME TELEPHONE NO.

Rialto CA 92376
BUSINESS ADDRESS INCLUDING CITY, STATE & ZIP

BUSINESS TELEPHONE NO.

ADDRESS AT WHICH CLAIMANT DESIRES TO RECEIVE
NOTICES OR COMMUNICATIONS REGARDING THIS CLAIM
(if different from home address provided above):

1. WHEN DID DAMAGE OR INJURY OCCUR? DATE: Aug 13 - 2023 TIME: ? ☒ AM ☐ PM

2. PLACE OF ACCIDENT (OCCURRENCE) BE SPECIFIC - Describe fully and (if applicable) locate on diagram on reverse side of this sheet.
Where appropriate, give street names and addresses, measurements and landmarks.

Damages occurred from a damaged irrigation water
line that provided water for trees in the side
walk, walk way

3. HOW DID DAMAGE OR INJURY OCCUR?

Damaged water line leaking under the foundation

4. WERE POLICE AT THE SCENE? ☐ YES ☒ NO WERE PARAMEDICS AT THE SCENE? ☐ YES ☒ NO

5. WHAT PARTICULAR ACT OR OMISSION DO YOU CLAIM CAUSED THE INJURY OR DAMAGES? Give the name of the city/town
employee causing the injury or damage, if known.

Damaged water line
Curb Water Line Broke (City) picture of worker repairing it
Have Video of water flood shop

6. GIVE TOTAL AMOUNT OF CLAIM Include estimate of amount of any prospective injury or damage \$ 2,750.

HOW WAS THE ABOVE AMOUNT COMPUTED? Be specific, list doctor bills, repair estimates, etc. Please attach 2 estimates.

DAMAGES INCURRED TO DATE:

Item/Date: invoice 102-2023 8.17.23

Amount: \$ 2,750.

Item/Date: _____

Amount: \$ _____

TOTAL AMOUNT CLAIMED AS OF PRESENTATION OF THIS CLAIM:

\$ 2750.

ESTIMATED PROSPECTIVE DAMAGES, AS FAR AS KNOWN:

Item/Date: 8/13/23

Amount: \$ 2750.

Item/Date:

Amount: \$

TOTAL ESTIMATED AMOUNT PROSPECTIVE DAMAGES:

\$

7. WITNESSES TO DAMAGE OR INJURY List all persons known to have information (attach additional pages, if necessary)

NAME: Jeff Minner

NAME:

ADDRESS:

ADDRESS:

CA 92335

TELEPHONE:

TELEPHONE: ()

8. IF INJURED, PROVIDE NAME, CONTACT INFORMATION AND DATE/TIME DOCTOR(S) OR HOSPITAL(S) VISITED:

NAME:

NAME:

ADDRESS:

ADDRESS:

TELEPHONE: ()

TELEPHONE: ()

DATE: TIME: ☐ AM ☐ PM

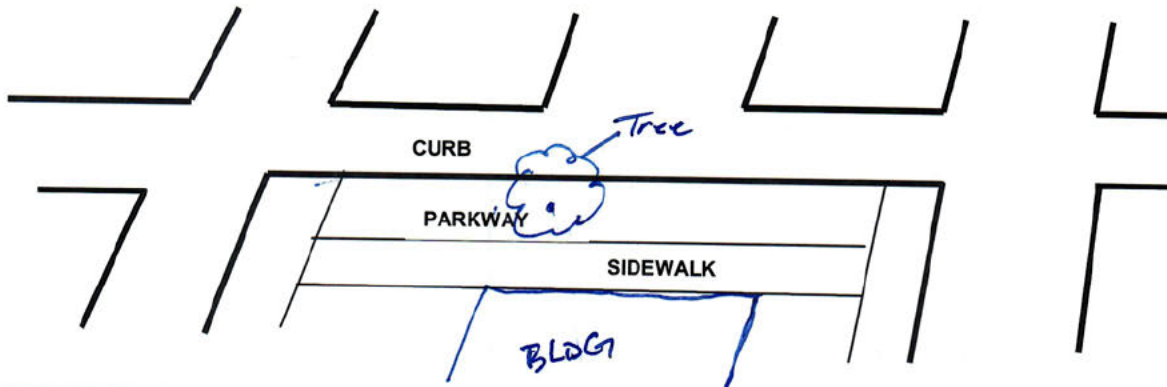
DATE: TIME: ☐ AM ☐ PM

9. PLEASE READ THE FOLLOWING CAREFULLY:

For all vehicle accident claims, place on the following diagram, the names of streets, including NORTH, EAST, SOUTH AND WEST directions. Indicate place of accident by "X" and by showing house numbers or distances to street corners.

If a city/town vehicle was involved, designate by letter "A" location of the City/Town vehicle when you first saw it, and by "B" location of yourself or your vehicle when you first saw City/Town vehicle; location of City/Town vehicle at time of accident by "A-1" and location of yourself or your vehicle at the time of the accident by "B-1" and the point of impact by "X".

⇒ NOTE: IF THE DIAGRAM BELOW DOES NOT FIT THE SITUATION, PLEASE ATTACH A PROPER DIAGRAM SIGNED BY THE CLAIMANT.



I HAVE READ THE FOREGOING CLAIM AND KNOW THE CONTENTS THEREOF; AND CERTIFY THAT THE SAME IS TRUE OF MY OWN KNOWLEDGE EXCEPT AS TO THOSE MATTERS WHICH ARE HEREIN STATED UPON MY INFORMATION AND BELIEF; AND AS TO THOSE MATTERS I BELIEVE THEM TO BE TRUE.

I CERTIFY (OR DECLARE) UNDER PENALTY OF PERJURY THAT THE FOREGOING IS TRUE AND CORRECT.

SIGNATURE OF CLAIMANT OR AGENT

William Felt's

TYPE OR PRINT NAME

DATE

9-19-23

RELATIONSHIP TO CLAIMANT

NOTE: PRESENTATION OF A FALSE CLAIM IS A FELONY (CA PENAL CODE 72)
RETURN CLAIM TO: RIALTO CITY CLERK'S OFFICE - 150 S. PALM AVE., RIALTO, CA 92376

Garren Construction

HOME IMPROVEMENT CONTRACT NO. 102-2023

14918 Dublin Ave.
Gardena, CA 90249

310.591.0221

CA CSLB License No. 841678
(B) General Building Contractor

Should buyer wish to exercise their 3-Day Right to Cancel, the "Notice of Cancellation" may be sent here:

Owner's Name: Bill Felts		Owner's Address:	
Owner's City, State, Zip: Rialto, CA 92376		Owner's Phone:	Owner's Alt. Phone:
Project Name & Address: Suite slab leak,			Email:

I/WE, the Owner(s) of the premises described above authorize Garren Construction, hereinafter referred to as "Contractor", to furnish all materials and labor necessary to improve the above premises according to the following terms, specifications and provisions:

- a. **Description of the Project and Description of the Significant Materials to be Used and Equipment to be Installed is on page 3.**
- b. **Description of any areas that will NOT be worked on is on page 3.**
- c. **Contract Price:** Contractor proposes to perform the above work, (subject to any additions and/or deductions pursuant to authorized change orders), for the...

Total Sum of \$ **1500** Down Payment (if any) \$ **150.00**

THE DOWN PAYMENT MAY NOT EXCEED \$1,000 OR 10 PERCENT OF THE CONTRACT PRICE, WHICHEVER IS LESS.

- d. **Schedule of Progress Payments:**

<u>PAYMENT DUE WHEN</u>	<u>AMOUNT</u>	<u>PAYMENTS TO BE MADE IN INSTALLMENTS AS FOLLOWS:</u>
1. Completion of scope	1350	Completion of scope or as specified in scope.
2.		
3.		
4.		

The schedule of progress payments must specifically describe each phase of work, including the type and amount of work or services scheduled to be supplied in each phase, along with the amount of each proposed progress payment. IT IS AGAINST THE LAW FOR A CONTRACTOR TO COLLECT PAYMENT FOR WORK NOT YET COMPLETED, OR FOR MATERIALS NOT YET DELIVERED. HOWEVER, A CONTRACTOR MAY REQUIRE A DOWNPAYMENT.

- e. **Commencement and Completion of Work:** Substantial commencement of work shall mean either the physical delivery of materials onto the premises or the performance of any labor and shall be subject to any permissible delays as per provision (7) on the reverse side.

Approximate Start Date: **8/13/2023**

Approximate Completion Date: **8/15/2023**

- f. **List of Documents to be Incorporated into the Contract:**

- g. **Additional Provisions and Notices:** Additional Provisions and Notices Of This Proposal/Contract Are On The Reverse Side And May Be Continued On Subsequent Pages (see page number below). A notice concerning commercial general liability insurance is attached to this contract. A notice concerning workers' compensation insurance is attached to this contract. Read "Arbitration of Disputes" provision on page three (3), provision 18 and the NOTICE following this provision. If you agree to arbitration, initial on the line below the NOTICE where indicated. Also, initial in the same place on EACH COPY of this contract.

- h. **Acceptance:** This proposal/contract is approved and accepted. I (we) understand there are no oral agreements or understandings between the parties of this agreement. The written terms, provisions, plans (if any), specifications and any other contract documents (if any) included with this proposal/contract is the entire agreement between the parties. Changes in this agreement shall be done by written change order only and with the express approval of both parties prior to the commencement of any work covered by the change order. Changes may incur additional charges.

approved and accepted (owner)

date

 approved (contractor)

8-13-23
date

approved and accepted (owner)

date

Date The Buyer Signed This Contract Is: **8/13/2023**

This contract may be withdrawn or renegotiated after 20 days from 8/13/2023 if not approved and signed by **BOTH** parties. 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. The Owner or Tenant has the right to require the Contractor to have a performance and payment bond. The cost of this bond shall be paid by the Owner. The law requires that the contractor give you a notice explaining your right to cancel. Initial the checkbox if the contractor has given you a Notice of the Three-Day Right to Cancel. ☒  initial here

ADDITIONAL PROVISIONS- Unless otherwise specified herein, the following additional provisions are expressly incorporated into this proposal/contract:

1. Contract, Plans, Specifications, Permits and Fees. The work described in this contract shall be done according to the plans and the plan specifications (if any) except in the case of conflict when the provisions of this contract shall have control over both the plans and the plan specifications. All required building permits will be paid for by owner and obtained by Contractor. All other charges, taxes, assessments, fees etc., of any kind whatsoever, required by any government body, telephone or utility company or the like shall be paid for by Owner.

2. Property Lines. Owner is responsible to locate and inform Contractor of the location of all property lines. At the discretion and direction of Contractor, Owner may be required to provide at Owner's expense, a licensed surveyor's map of the property.

3. Installation. Contractor has the right to subcontract any part of, or all of, the work herein.

4. Note about 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.

5. Change Orders. Should Owner, construction lender, or any government body or inspector require any modification to the work covered under this contract, any cost incurred by Contractor shall be added to the contract price as extra work and Owner agrees to pay Contractor his normal selling price for such extra work. All extra work as well as any other modifications to the original contract shall be specified and approved by both parties in a written change order. All change orders shall become a part of this contract and shall be incorporated herein.

6. Owner's Responsibility: Insurance etc. Owner is responsible for the following: (1) to see all necessary water, electrical power, access to premises, and toilet facilities are provided on the premises. (2) to provide a storage area on the premises for equipment & materials. (3) to relocate and protect any item that prevents Contractor from having free access to the work areas such as but not limited to TV or radio antennas, vehicles, tools, clothing, furniture, draperies, or garden equipment. If Owner fails to relocate such items, Contractor may relocate these items as needed but in no way is Contractor responsible for damage to these items during their relocation and during the performance of the work. (4) to obtain permission from the owner(s) of adjacent property(ies) that Contractor must use to gain access to work areas. Owner agrees to be responsible and to hold Contractor harmless and accept any risks resulting from the use of adjacent property(ies) by Contractor. (5) to correct any existing defects which are recognized during the course of the work. Contractor shall have no liability for correcting existing defects such as, but not limited to, dry rot, structural defects, or code violations. (6) to maintain property insurance with Fire, Cause of Construction, all Physical Loss with Vandalism and Malicious Mischief clauses attached, in a sum at least equal to the contract price, prior to and during performance of this contract. If the project is destroyed or damaged by accident, disaster, calamity, theft or vandalism, work or materials supplied by Contractor in reconstructing or restoring the project shall be paid for by Owner as extra work.

7. Permissible Delay/Force Majeure. Contractor shall not be held liable and shall be allowed to seek price adjustments or terminate this contract if events occur which are beyond Contractor's control, including but not limited to, volatile market conditions for materials, delays resulting from work done by Owner's subcontractors or extra work, acts of Owner or Owner's agent(s) including failure of Owner to make timely progress payments or payments for extra work, shortages of material and/or labor, bad weather, fire, strike, war, pandemic, governmental regulations, or any other contingencies unforeseen by Contractor.

8. Escalation Clause. Any price adjustments due to volatile market conditions or inflation, resulting in unpredictable, rapid material price increases, shall be documented pursuant to a change order for execution by Owner and Contractor.

9. Surplus Materials and Salvage. Any surplus materials left over after this contract is completed are the property of Contractor. No credit is due Owner for any surplus materials and all salvage resulting from work under this contract is the property of Contractor.

10. Cleanup & Advertising. Upon completion, and after removing all debris and surplus materials, wherever possible, Contractor will leave premises in a neat, broom clean condition. Owner hereby

grants to Contractor the right to display signs at the job site for the period of time starting at the date of signing of this contract and continuing uninterrupted until fourteen (14) days past the date job is completed and payment in full is made. Owner grants Contractor the right to publish the project street address on a "references" list and to take "before" and "after" photos which may be given to prospective customers.

11. Unanticipated Conditions & Concealed Damage. Expense incurred because of unusual or unanticipated conditions shall be paid for by owner as extra work (conditions such as, but not limited to, ground conditions that require fill, or unusually hard soil, rocky soil, or the presence of ground water). Contractor will inform Owner of any dry rot or other deterioration or unanticipated condition which is concealed and is discovered. Contractor is not responsible to repair any such discovered deterioration or condition and work done by Contractor to remedy such will only be done as extra work in a written change order.

12. Hazardous Substances. Owner understands that Contractor is not qualified as a Hazardous Material Handler or Inspector or as a Hazardous Material Abatement contractor. Should any hazardous substances as defined by the government be found to be present on the premises, it is the Owners' responsibility to arrange and pay for abatement of these substances.

13. Right to Stop Work and to Withhold Payment on Labor and Materials. If any payment is not made to Contractor as per this contract, Contractor shall have the right to stop work and keep the job idle until all past due progress payments are received. Contractor is further excused by Owner from paying any material, equipment and/or labor suppliers or any subcontractors (hereinafter collectively called "suppliers"), during the period that Owner is in arrears in making payments to Contractor for bills received during that same period. If these same "suppliers" make demand upon Owner for payment, Owner may make such payment on behalf of Contractor and Contractor shall reimburse Owner for this amount at such time that Owner becomes current with Contractor for all past due payments. Owner is responsible to verify the true amounts owed by Contractor to these same "suppliers", prior to making payment on behalf of Contractor. Owner shall not be entitled, under any circumstances, to collect as reimbursement from Contractor any amount greater than that exact amount actually and truly owed by Contractor to these same "suppliers" on Owner's job.

14. Payment. Per Sec. 7159 (c) of the California Business & Professions Code, upon satisfactory payment being made for any portion of the work performed, the contractor shall, prior to any further payment being made, furnish to the person contracting for this home improvement, a full and unconditional release from any claim or mechanic's lien pursuant to Section 8400 and 8404 of the Civil Code, for that portion of the work for which payment has been made.

15. Completion. When applicable, Owner agrees to record a Notice Of Completion within five days after project completion & after the project passes final building inspection. Should owner fail to sign & record a Notice Of Completion within this five day period, the owner authorizes Contractor to be Owner's agent to sign & record a Notice Of Completion on the behalf of Owner. This agency is irrevocable and Contractor is acknowledged to be a party of interest in this matter by Owner. Contractor may use any necessary force to deny occupancy of the project until Contractor has received all payments that are due Contractor under this contract, excluding any retention payment, and until recording of the Notice Of Completion.

16. Collection & Legal Fees. Owner agrees to pay all collection fees and charges that result should Owner default in payment of this contract. Overdue accounts are subject to interest charged at 18% or at the highest rate allowed by law. In the event litigation or arbitration arises out of this contract, prevailing party(ies) are entitled to all legal, arbitration, and attorney fees.

17. Severability of Provisions: This Agreement shall be governed by and construed in accordance with the substantive laws of the State of California. If any provision of this Agreement is found to be invalid or unenforceable, it shall not have an effect on the remaining provisions of this Agreement which shall continue in full force and effect as if said provision was not included herein.

18. ARBITRATION OF DISPUTES. ANY CONTROVERSY OR CLAIM ARISING OUT OF OR RELATING TO THIS PROPOSAL/CONTRACT, OR THE BREACH THEREOF, SHALL BE SETTLED BY ARBITRATION IN ACCORDANCE WITH THE APPLICABLE CONSTRUCTION INDUSTRY ARBITRATION RULES OF THE AMERICAN ARBITRATION ASSOCIATION WHICH ARE IN EFFECT AT THE TIME THE DEMAND FOR ARBITRATION IS FILED. A JUDGMENT UPON THE AWARD RENDERED BY THE ARBITRATOR(S) MAY BE ENTERED IN ANY COURT HAVING JURISDICTION THEREOF. ANY ARBITRATION AWARD SHALL BE SUBJECT TO CORRECTION AND/OR VACATION FOR THE REASONS STATED IN THE CODE OF CIVIL PROCEDURE. THE ARBITRATOR SHALL AWARD REASONABLE ATTORNEYS FEES AND EXPENSES TO THE PREVAILING PARTY. AFTER BEING GIVEN DUE NOTICE, SHOULD ANY PARTY FAIL TO APPEAR AT OR PARTICIPATE IN THE ARBITRATION PROCEEDINGS, THE ARBITRATOR SHALL MAKE AN AWARD BASED UPON THE EVIDENCE PRESENTED BY THE PARTY(IES) WHO DO (DOES) APPEAR AND PARTICIPATE. NOTWITHSTANDING CONTRACTOR'S RIGHT TO ARBITRATE, CONTRACTOR DOES NOT WAIVE ANY OF ITS LIEN RIGHTS. VENUE FOR ARBITRATION PROCEEDINGS SHALL BE THE PROJECT COUNTY UNLESS OTHERWISE SPECIFIED IN THIS AGREEMENT.

NOTICE: BY INITIALING IN THE 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 OR 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: _____
(INITIALS OF OWNER)

I AGREE TO ARBITRATION: _____
(INITIALS OF OWNER)

a. Description of the Project and Description of the Significant Materials to be Used and Equipment to be Installed:

8/14/2023-Dried up standing water in Nail Suite. Troubleshoot water leak by turning off all fixtures and monitored water meter for any movement. RESULTS- Minor movement, found small leak at water bib at east side of the building. Repaired leak with new gasket.

8/15/2023-Tenant complained of standing water and no change in amount. Pressurized the water lines with air. Crawled through attic looking for bad pipes or possible condensate lines that are leaking. Returned to site @ 7pm to inspect for new water spots, turn off water to the suite and open faucet so pressure doesn't build up over night. RESULTS- Held air @ 10lbs for 30 minutes, No condensate or pressurized water lines ran routed through the attic space. No new water puddles after 11 hours.

8/16/2023-Dried up suite of new water puddles across suite. Checked north suite for possible leaks and a possible transferring through block wall. RESULT- no water lines in common wall.

8/17/2023- Dried up suite where water puddles occurred over night. Called water company to have their tech test their lines. RESULTS- waited 3 hours for water company tech to show. Found no leak and has no recommendations.

Went into public works office and requested the have a tech inspect and test their irrigation lines for leaks. The receptionist said she put in the request and someone will be out.

Total time and extra trip charges total- \$1250.00 plus original contracted amount of \$1500.00

TOTAL COST \$2750.00

b. Description of any areas that will NOT be worked on:

SECTIONS "a" & "b" ABOVE ☐ ARE ☒ OR ☐ ARE NOT CONTINUED ON ADDITIONAL PAGES.

COMMERCIAL GENERAL LIABILITY INSURANCE (CGL).

- ☒ This Contractor does not carry commercial general liability insurance.
- ☐ This Contractor is self-insured.
- ☐ This Contractor carries commercial general liability insurance written by TheInsuranceCompany. You may call InsuranceCompanyOrAgent at XXXXXXXXXXXX to check the contractor's insurance coverage.
- ☐ This Contractor is a limited liability company that carries liability insurance or maintains other security as required by law. You may call TheInsuranceCompanyOrTrustCompanyOrBank at XXXXXXXXXXXX to check on the contractor's insurance coverage or security.

WORKERS' COMPENSATION INSURANCE.

- ☒ This Contractor carries workers' compensation insurance for all employees.
- ☐ This Contractor has no employees and is exempt from workers' compensation requirements.

INFORMATION ABOUT THE PERFORMANCE OF EXTRA OR CHANGE-ORDER WORK.

The buyer may not require a contractor to perform extra or change-order work without providing written authorization prior to the commencement of any work covered by the new change order. Extra work or a change order is not enforceable against a buyer unless the change order also identifies all of the following in writing prior to the commencement of any work covered by the new change order:

- 1) The scope of work encompassed by the order.
- 2) The amount to be added or subtracted from the contract.
- 3) The effect the order will make in the progress payments or the completion date.

Contractor's failure to comply with the requirements of this paragraph does not preclude the recovery of compensation for work performed based upon legal or equitable remedies designed to prevent unjust enrichment.

INFORMATION ABOUT THE CONTRACTORS' STATE LICENSE BOARD (CSLB):

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 Web site at www.cslb.ca.gov
 Call CSLB at 800-321-CSLB (2752)
 Write CSLB at P.O. 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, suppliers, 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 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 to record a lien, each subcontractor and material supplier must provide you with a document called a '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 other persons you contract with directly 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 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."

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 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."

I acknowledge receipt of this Three-Day Right to Cancel Notice as well as two copies of the Notice of Cancellation Form by my date and signature below:

X

(signature of buyer)

(date)

NOTICE OF CANCELLATION FOR HOME SOLICITATION CONTRACTS

(GIVE THIS ENTIRE PAGE TO BUYER.)

NOTICE OF CANCELLATION

You may cancel this transaction, without penalty or obligation, within three business days from the above date.

If you cancel, any property traded in, any payments made by you under the contract or sale, and any negotiable instrument executed by you will be returned within 10 days following receipt by the seller of your cancellation notice, and any security interest arising out of the transaction will be canceled

If you cancel you must make available to the seller at your residence, in substantially as good condition as when received, any goods delivered to you under this contract or sale, or you may, if you wish, comply with the instructions of the seller regarding the return shipment of the goods at the seller's expense and risk.

If you do make the goods available to the seller and the seller does not pick them up within 20 days of the date of your notice of cancellation, you may retain or dispose of the goods without any further obligation. If you fail to make the goods available to the seller, or if you agree to return the goods to the seller and fail to do so, then you remain liable for performance of all obligations under the contract.

To cancel this transaction, mail or deliver a signed and dated copy of this cancellation notice, or any other written notice or send a telegram to:

Garren Construction at 14918 Dublin Ave., Gardena, CA 90249.

not later than midnight of _____
date

I hereby cancel this transaction _____ X _____
date buyer's signature

Buyer, should you wish to exercise your right to cancel, date and sign the above Cancellation Notice not later than midnight of the date shown above and mail it to the contractor at the above address. Keep the bottom copy for your records.

NOTICE OF CANCELLATION FOR HOME SOLICITATION CONTRACTS

(GIVE THIS ENTIRE PAGE TO BUYER.)

NOTICE OF CANCELLATION

You may cancel this transaction, without penalty or obligation, within three business days from the above date.

If you cancel, any property traded in, any payments made by you under the contract or sale, and any negotiable instrument executed by you will be returned within 10 days following receipt by the seller of your cancellation notice, and any security interest arising out of the transaction will be canceled

If you cancel you must make available to the seller at your residence, in substantially as good condition as when received, any goods delivered to you under this contract or sale, or you may, if you wish, comply with the instructions of the seller regarding the return shipment of the goods at the seller's expense and risk.

If you do make the goods available to the seller and the seller does not pick them up within 20 days of the date of your notice of cancellation, you may retain or dispose of the goods without any further obligation. If you fail to make the goods available to the seller, or if you agree to return the goods to the seller and fail to do so, then you remain liable for performance of all obligations under the contract.

To cancel this transaction, mail or deliver a signed and dated copy of this cancellation notice, or any other written notice or send a telegram to:

Garren Construction at 14918 Dublin Ave., Gardena, CA 90249.

not later than midnight of _____
date

I hereby cancel this transaction _____ X _____
date buyer's signature

