FixSway
PAINTING & DECORATING

Where craft lives.

HOME IMPROVEMENT

Home Improvement Contract

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.

Date the owner signed this contract

Contract No.

Contractor

California contractor license CSLB #1157138 · C-33 Painting and Decorating · License bond: American Contractors Indemnity Company, No. 101053328, $25,000

The "Notice of Cancellation" may be sent to the contractor at the address or email address noted on this contract:

Valentin Krasnov, dba FixSway

1321 N Poinsettia Pl, Apt 7, Los Angeles, CA 90046 · info@fixsway.com

For help locating and filling out the "Notice of Cancellation," call the contractor at (323) 333-2724.

Owner & property

Owner name(s)

Project address, city and ZIP

Email address

Phone number

Contract Price $

Project dates

Approximate Start Date

Approximate Completion Date

Project & materials

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

Describe the rooms, surfaces and work included in this agreement.

Preparation & protection

Record the repairs, surface preparation and protection included in the work.

Significant materials & finishes

Room / surface	Manufacturer / product	Color name / code	Sheen / coats

Colors and finishes not selected at signing will be chosen by the Owner and confirmed in a Color / Finish Schedule signed by both parties before work in that area begins. Changes after selection that require extra work or materials are handled by Change Order.

Exclusions

Work and items not included in the contract price.

Payments

Downpayment $ _____

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

Schedule of Progress Payments

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.

Phase of work completed or materials delivered	Amount ($)
Final payment — on completion of all work	

> Upon satisfactory payment being made for any portion of the work performed, the contractor, prior to any further payment being made, shall furnish to the person contracting for the home improvement a full and unconditional release from any potential lien claimant claim or mechanics lien authorized pursuant to Sections 8400 and 8404 of the Civil Code for that portion of the work for which payment has been made.

Project terms

Substantial commencement of work. Work is considered substantially commenced when the contractor begins surface preparation, masking or protection of the work area at the project address.

Subcontractors

Will a subcontractor be used on this project?

☐ Yes ☐ No

If "Yes" is checked: One or more subcontractors will be used on this project, and the contractor is aware that a list of subcontractors is required to be provided, upon request, along with the names, contact information, license number, and classification of those subcontractors.

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 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.

The owner may not require the contractor to perform extra or change-order work without providing written authorization prior to the commencement of work covered by the new change order. Extra work or a change order is not enforceable against the owner unless the change order also identifies all of the following in writing prior to the commencement of work covered by the new change order: (i) the scope of work encompassed by the order; (ii) the amount to be added or subtracted from the contract; and (iii) the effect the order will make in the progress payments or the completion date. The contractor's failure to comply with these requirements does not preclude the recovery of compensation for work performed based upon legal or equitable remedies designed to prevent unjust enrichment.

List of Documents to be Incorporated into the Contract

☐ Change Order form (page 9)

☐ Notice of Cancellation, two copies (pages 10–11)

☐ Color / finish schedule, dated _____

☐ Other: _____

Workmanship Warranty

For one year from completion, the contractor will repair, at no charge, peeling, blistering or flaking of paint caused by the contractor's preparation or application. Not covered: impact or abrasion, moisture or leaks, structural movement, earthquakes, fire, flood or other natural disasters, normal wear, or work by others. Requests must be in writing within the warranty period; the contractor will inspect and repair the affected area. This warranty is in addition to the owner's rights under the law.

Notices to owner

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 they are 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 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 internet website 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.

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 internet website at www.cslb.ca.gov
Call CSLB at 800-321-CSLB (2752)
Write CSLB at P.O. Box 26000, Sacramento, CA 95826.

Lead-safe work · homes built before 1978

☐ The home was built before 1978 — owner acknowledgment below is required.

☐ The home was built in 1978 or later, or this does not apply.

I have received a copy of the pamphlet "The Lead-Safe Certified Guide to Renovate Right" informing me of the potential risk of lead hazard exposure from renovation activity to be performed in my dwelling unit. I received this pamphlet before the work began.

Owner signature _____ Date _____

Commercial General Liability Insurance (CGL)
Valentin Krasnov, dba FixSway does not carry commercial general liability insurance.

Workers' Compensation Insurance
Valentin Krasnov, dba FixSway has no employees and is exempt from workers' compensation requirements.

Client Support

In addition to email, mail or phone, the owner may send questions, requests and notices about this project through the contact form at **fixsway.com/contact**: select "Client Support," then the matching request type, and include the contract number.

Request types: Project question · Schedule & access · Change order request · Payment & invoices · Touch-ups & follow-up · Notice of Cancellation · Other

Using the form is optional. It adds to, and does not replace or limit, any other way of giving notice under this contract or the law, including the Notice of Cancellation.

Signatures

By signing below, the owner and the contractor agree to this Home Improvement Contract, including all pages and the documents listed as incorporated into it. Any changes must be made in writing on a Change Order signed by both parties before the changed work begins.

> **Performance and payment bond.** The owner or tenant has the right to require the contractor to have a performance and payment bond.

☐ Initials

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.'

You, the buyer, may cancel this transaction at any time prior to midnight of the third business day after the date of this transaction. See the attached notice of cancellation form for an explanation of this right.

Owner signature

Owner name (print)

Date

Second owner signature (if any)

Name (print)

Date

Contractor signature · Valentin Krasnov, dba FixSway

Date

Three-Day Right to Cancel

You, the buyer, have the right to cancel this contract within three business days. You may cancel by emailing, 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 them, 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.

Owner acknowledges receipt of this notice:

Owner signature	Second owner signature (if any)
Date	Date

Change Order

Part of the Home Improvement Contract between the owner and Valentin Krasnov, dba FixSway (CSLB #1157138). This change order becomes part of the contract only once it is in writing and signed by both parties before the work it covers begins.

Change order no. _____ Date _____ Original contract no. _____

Scope of the extra work or change

_____

_____

_____

Amount added (+) or subtracted (–) $ _____ Revised contract price $ _____

Effect on the schedule of progress payments and the completion date

_____

_____

Subcontractors

☐ Yes ☐ No

If "Yes" is checked: One or more subcontractors will be used on this project, and the contractor is aware that a list of subcontractors is required to be provided, upon request, along with the names, contact information, license number, and classification of those subcontractors.

_____ _____

Owner signature Contractor signature

_____ _____

Date Date

COPY 1 OF 2 · DETACH AND KEEP

Notice of Cancellation

Date of transaction (date of this contract) _____

Contract No. _____

You may cancel this transaction, without any 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, email, mail, or deliver a signed and dated copy of this cancellation notice, or any other written notice, or send a telegram to Valentin Krasnov, dba FixSway (info@fixsway.com) at the seller's place of business below, not later than midnight of the date below.

Seller's place of business: 1321 N Poinsettia Pl, Apt 7, Los Angeles, CA 90046

Cancel no later than midnight of (date) _____

You may also send this notice online at fixsway.com/contact — select "Client Support" › "Notice of Cancellation."

I hereby cancel this transaction.

_____ _____

Buyer's signature Date

COPY 2 OF 2 · DETACH AND KEEP

Notice of Cancellation

Date of transaction (date of this contract) _____

Contract No. _____

You may cancel this transaction, without any 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.

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Seller's place of business: 1321 N Poinsettia Pl, Apt 7, Los Angeles, CA 90046

Cancel no later than midnight of (date)

_____

You may also send this notice online at fixsway.com/contact — select "Client Support" › "Notice of Cancellation."

I hereby cancel this transaction.

_____ _____

Buyer's signature Date