

BAY AREA FLOORS & DESIGN *featuring*

2225 S El Camino Real, San Mateo, CA 94403
Ph. 650-358-2580 Fax: 650-358-2584
License No. 959991

Contract

Client: Amanda Driscoll
Contract No.: 7788
Sales Rep: Lori Wyzard
Date: 6/6/2018

Billed To:

Amanda Driscoll
600 Alameda de las Pulgas
San Mateo, CA 94402
650-312-7511 karen@emersonfinancial.co

Jobsite:

Baywood Elementary Library
600 Alameda de las Pulgas
San Mateo, CA 94402
650-312-7511 karen@emersonfinancial.co

SCOPE OF WORK

Furnish and install carpet in boxed area Patcraft Chroma custom order and custom color and stairs direct glue down.
47 sq. yds carpet needed, 50 yds minimum required for custom order. \$4,500.00
Labor to install glue down material and installation in stairs \$950.00

Subtotal for carpet: \$5450.00

Furnish 1420.00 sq.ft LVT Tandus Pale Cypress in discussed areas in library \$6959.20 includes material, freight and sales tax. Also includes
Substrate Laguna planks 12 X 36 for center hallway accent strip.
Install LVT in discussed areas in library \$4,500.00

Subtotal LVT: \$11,459.92

Furnish and install rubber base, color to be determined \$1,900.00 includes material, labor, freight and sales tax

Subtotal for rubber base \$1,900.00

Price to tear out and disposal of existing carpet and pad, hauling and dump fees \$1,488.10

After removing vinyl if required 1/4" birch flooring plywood, add \$1,650 for material and \$2,350.00 for installation. Plywood to be installed only in
vinyl areas

Total 24,298.02

SubTotal: \$0.00
Sales Tax: \$0.00
*CARE: \$0.00
Total: \$0.00

*California Carpet Stewardship Assessment

BAF Inc dba Bay Area
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Schedule of Payments

Date: _____ Minimum Down Payment: \$0.00 (10%) Actual Down Payment: _____

THE DOWN PAYMENT MAY NOT EXCEED \$1,000 or 10 (Ten) PERCENT OF THE CONTRACT PRICE, WHICHEVER IS LESS

Min. First Progress Payment Amount: **\$0.00 (40%)** or proposed payment amount _____ for arrival of material to BAF Inc. warehouse.

Min. Final Progress Payment Amount: **\$0.00 (50%)** or balance due _____ for completion (Amount of work for services to be performed, material and/or equipment to be supplied and delivered at warehouse or customers jobsite).

***All materials are special order and therefore non-returnable and non-refundable.**

"The schedule of payments must specifically describe each phase of work, including the type and amount of work or services scheduled 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 TO WAREHOUSE. HOWEVER, A CONTRACTOR MAY REQUIRE A DOWNPAYMENT."

PLEASE COMPLETE THE CREDIT CARD INFORMATION IN ITS ENTIRETY.

Name of cardholder (as it appears on card): _____

Card #: _____ Exp. Date: _____ 3 Digit Security: _____

This credit card will be processed according to Schedule of Payments. INITIALS: _____

Billing address where statement is received

Address: _____

City/State: _____ Zip: _____

By signing below I authorize BAF Inc to charge my credit card for any progress payment and/or balance due at time of completion of the job
If NOT paying by credit card please acknowledge manner of payment: CASH _____ CHECK _____ ESCROW _____ INSURANCE _____ FINANCE _____

The Home Owner/Authorized Representative MUST be home upon completion of job to review workmanship. It is the responsibility of the Home Owner/Authorized Representative to contact either the Salesman or The Operations Manager prior to the Installer leaving the premises, so that all concerns can be addressed at that time.

In the event customer changes credit card number, or decides to pay by check after the original credit card number has been billed, a transaction fee of 3% of the transaction amount will be added to the original contract.

Interest will be charged on all past due accounts at 1.5% per month (annual rate 18%). Any collection, mediation or attorney fees BAF Inc. occurs to collect the debt, will be customer's responsibility.

Client's Printed Name _____

Client's Signature _____

THIS IS A QUOTATION ON THE GOODS NAMED ON PAGE 1, SUBJECT TO THE CONDITIONS NOTED BELOW:

- 1 All material ordered is special order and therefore is non-returnable and non-refundable.
- 2 All material is subject to dye lot change and variation from samples.
- 3 Mouldings are independent of the flooring material, they are made to blend in color, subject to be shipped separately.

INITIALS _____

BAF Inc. IS NOT RESPONSIBLE FOR THE FOLLOWING:

- 1 BAF will NOT be liable for delays regarding installation due to ETA (estimated time of arrival) of all material.
- 2 BAF Inc. is NOT responsible for cutting, trimming, or modifying any doors.
- 3 BAF Inc is NOT responsible for unforeseen floor preparation, if found a contract revision will be addressed.
- 4 BAF Inc WILL NOT remove any flooring containing asbestos.
- 5 BAF is NOT responsible for any waxing or sealing of hardsurfaces done after installation.
- 6 BAF Inc is NOT responsible for moisture and alkalinity changes and or all forms of moisture remediation.
- 7 BAF Is NOT responsible for moving pianos, personal items, books, lamps, art, electronics etc. on top or inside items being moved.
- 8 BAF Inc. is NOT responsible for any hidden damages on items that are authorized to be moved for the installation.
- 9 BAF Inc is NOT responsible for pets allowed in the property during installation.

INITIALS _____

CUSTOMER IS RESPONSIBLE FOR THE FOLLOWING:

- 1 Customer IS to be present the first day of installation to review scope of work and approve materials.
- 2 Customer MUST disclose any moisture issues that have occurred at the residence prior and after signing contract.
- 3 Customer IS responsible for moving all small items on top or inside items that need to be moved, such as clothing, bed apparel, drawers in cabinets, closets, bookshelves, shoes off the floor etc.
- 4 Customer is required to make accommodations for pets during installation time.
- 5 Customer MUST provide an open and clean area for the installer to cut material.
- 6 Customer MUST provide the rules and regulations of their HOA.
- 7 Customer MUST inform salesperson of all special needs or requirements prior to signing contract.

INITIALS _____

STANDARD CLARIFICATIONS PRIMARILY FOR COMMERCIAL JOBS OR NEW HOME CONSTRUCTION:

- 1 Any modification to the design drawings, plans or specifications of the project made after this BID has been delivered shall be subject to CHANGE ORDER. BAF Inc. forms will be accepted as valid format for such change order.
- 2 BAF Inc. shall be responsible for the removal of its own generated debris into dumpsters on job site. General contractor will furnish and permit use of dumpsters at no cost to BAF Inc. dba Bay Area Floors& Design.
- 3 BAF Inc. shall not be required to provide any additional labor, equipment or material until such time as the General Contractor has signed and delivered a written Change Order authorizing and approving such extra work, equipment and or materials.
- 4 Any and all revisions to the agreed scope of work, materials to be used, and/or time for performance shall be subject to written Change Orders agreed upon by the parties in contract.

INITIALS _____

LAW AB2398 (CARE, California Carpet Stewardship Assessment)

BAF Inc is required to add a tax exempt fee of 25 cents per square yard to all orders purchase after July 1, 2011. This fee, also known as the California Carpet Stewardship Assessment, is applicable to broadloom and carpet tiles intended for wall to wall installation. The funds collected will be used to increase the landfill diversion and recycling of post- consumer carpet generated in California. This FEE is included in the amount of this contract.

To accept this proposal, sign here and return. _____

Security Agreement

Purchaser, named on the previous page, for valuable consideration, receipt of which is hereby acknowledged, grants to Bay Area Floors & Design (hereinafter called Secured Party) a purchase money security interest in the previous page described property sold hereunder, hereinafter called Collateral, and proceeds of the Collateral, and all after acquired property of the same class and description, to secure payment of the above stated purchase price and the performance of all obligations to set forth below.

It is hereby agreed between the Purchaser and the Secured Party:

(1) That the Collateral covered hereby is sold for personal, family or household use; provided, however, that if the Collateral is used for other than personal, family or household purposes at any time prior to payment in full of the purchase price, Purchaser will execute a Financial Statement describing the Collateral and pay Second Party the amount of the fee for filing said Financing Statement with the Secretary of State.

(2) That title to the Collateral is retained by Second Party until full payment is made by Purchaser, and the risk of loss Collateral is in Purchaser.

(3) That the Collateral remains personal property and does not become a fixture whether or not it is affixed to real property.

(4) That in the event of default in payment, Purchaser will pay all costs of collection, liens, and court costs, including reasonable attorney's fees necessary to enforce the provisions herein.

(5) That Purchaser will make full payment in cash to Secured Party upon completion of Secured Party's performance hereunder.

(6) Acceptance by Purchaser of floor covering materials which vary slightly from that displayed in Secured Party's literature, advertising, samples or models shall be accepted by Purchaser in accordance with each and every term and condition of this contract. Secured Party disclaims all express warranties in connection with the sale of the above described and itemized floor covering materials or services and the installation thereof.

(7) That installation shall be in accordance with recognized standards of the industry. Delay for any cause beyond Secured Party's control excuses performance during the period of delay. Secured Party assumes no responsibility for alkali or moisture conditions, or for defects in floor covering occasioned by faulty plyscore, plywood or other sub-flooring. Areas to be covered shall be free of debris and broom clean. Secured Party assumes no responsibility for trimming doors necessitated by the installation of new floor covering or for the re-installation of gas, electric, or plumbing fixtures which requires removal. All carpentry and plumbers work necessary for installation of the Collateral shall be done and furnished by Purchaser at his expense.

(8) All past due accounts shall bear a Finance Charge of 1 1/2 % per month, which is 18% annum, until paid in full.

(9) That in case of default by Purchaser, Secured Party shall have the right to enter Purchaser's premises and remove Collateral from its location therein; Secured Party shall have the right to re-sell said Collateral and shall credit all sums received from said sale first to all costs of sale and then to the unpaid balance hereunder; any amount in excess shall be paid to Purchaser.

Default in payment or performance of any of the obligations contained herein, or default under any agreement evidencing any of the obligations is a default under this agreement. Upon such default Secured Party may declare all the obligations immediately due and payable and shall have the remedies of a Secured Party under the Uniform Commercial Code.

All rights of either party hereunder shall inure to the benefit of their respective successors, assigns, executor and/or administrators. If there be more than one Purchaser, their obligations hereunder shall be joint and several.

7030. Statement Required on Contracts

State law requires anyone who contracts to do construction work to be licensed by the contractors' state license board in the license category in which the contractor is going to be working - - if the total price of the job is \$500 or more (including labor and materials). Licensed contractors are regulated by laws designed to protect the public. If you contract with someone who does not have a license, the contractors' state license board may be unable to assist you with a complaint. Your only remedy against an unlicensed contractor may be, in civil court, and you may be liable for damages arising out of any injuries to the contractor or his or her employees. You may contact the contractors' state license board to find out if this contractor has a valid license. The board has complete information on the history of licensed contractors, including any possible suspensions, revocations, judgments, and citations. The board has offices throughout California. Please check the government pages of the white pages for the office nearest you or call 1-800-321-CSLB for more information.

Mechanics' Lien Notice

Under the Mechanics' Lien Law (California Civil Code, Section 2082 et. seq.) any contractor, subcontractor, laborer, materialman or other person who helps to improve your property and is not paid for his labor, services or material, has a right to enforce his claim against your property. This means that, after a court hearing, your property could be sold by a court officer and the proceeds of the sale used to satisfy the indebtedness. This can happen even if you have paid your own contractor in full, if the subcontractor, laborer, or supplier remains unpaid.

Under the law, you may protect yourself against such claims by filing, before commencing such work or improvement, an original contract for the work of improvement or a modification thereof, in the office of the county recorder of the county where the property is situated and requiring that a contractors' payment bond be recorded in such office. Said bond shall be in an amount not less than fifty percent (50%) of the contract price and shall, in addition to any conditions for the performance of the contract, be conditioned for the payment in full of the claims of all persons furnishing labor, services, equipment or material for the work described in said contract.

Liquidate Damages for Delay

Bay Area Floors & Design shall charge \$_____ for each time they are called to the jobsite but are unable to proceed with work due to the conditions of jobsite or scheduling conflicts with other trades. At Bay Area Floors & Design's discretion and, if requested by purchaser, the installers shall stand-by at the rate of \$_____ per hour, until the job is ready. These liquidated damages shall compensate Bay Area Floors & Design for actual costs incurred by the delay and the lost opportunity to perform work on other jobs. The changes agreed to above are not necessarily the actual damages incurred by Bay Area Floors & Design, but an approximation of those damages agreed to in advance by both parties to be a reasonable amount.

Notice Under Contractors License Law

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 registrar of the board whose address is:

Contractor's State License Board · P.O. Box 26000 · Sacramento, California 95826