

MMP, Inc. TERMS & CONDITIONS

Responsibilities and representation of customer

The owner is responsible to supply water, gas, sewer and electrical utilities unless otherwise agreed to in writing. Electricity and water to the site is necessary. Owner agrees to allow and provide contractor and his equipment access to the property. The owner is responsible for having sufficient funds to comply with this agreement. This is a cash transaction unless otherwise specified. The owner is responsible to remove or protect any personal property and contractor is not responsible for same for carpets, drapes, furniture, driveways, lawns, shrubs, etc. The owner will point out and warrant the property lines to contractor.

Changes in the work

Should the owner, construction lender, or any public body or inspector direct any modification or addition to the work covered by this contract, the contract price shall be adjusted accordingly. Modification or addition to the work shall be executed only when a additions to contract change order has been signed by the owner or owners representative. The change in the contract rice caused by such contract change order shall be as agreed to in writing, or if the parties are not in agreement as to the changes in contract price, the contractor's actual cost of all labor equipment, subcontracts and materials, plus a contractor's fee of ___% shall be the change in contract price. The contract change order may also increase the time within the contract is to be completed. Contractor shall promptly notify the owner of (a) subsurface or latent physical conditions at the site differing materially from those indicated in the contract, or (b) unknown physical conditions differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in this contract. Any expense incurred due to such conditions shall be paid for by owner as added work.

Delays

Contractor agrees to start and diligently pursue work through to completion, but shall not be responsible for delays for any of the following reasons: failure of the issuance of all necessary building permits within a reasonable length of time, funding of loans, disbursement of funds into funding control or escrow, acts of neglect or omission of owner or owner's employees or owner's agent, acts of god, stormy or inclement weather, strikes, lockouts, boycotts, or other labor union activities, extra work ordered by owner, acts of public enemy, riots or civil commotion, inability to secure material through regular recognized channels, imposition of government priority or allocation of materials, failure of owner to make payments when due, or delays caused by inspection or changes ordered by inspectors of authorized governmental bodies, or for acts of independent contractors, or other causes beyond contractor's reasonable control.

Plans and specifications

If plans and specifications are prepared for this job, they shall be attached to and become a part of the agreement. Contractor will obtain and pay for all required building permits, but owner will pay assessments and charges required by public bodies and utilities for financing or repaying the cost of sewers, storm drains, water service, other utilities, water hook-up charges and the like.

Subcontractors

The contractor my subcontract portions of this work to properly licensed and qualified subcontractors.

Taxes and assessments

Taxes and assessments of all descriptions will be paid for by owner.

Insurance and deposits

Owner will procure at this own expense and before the commencement of any work hereunder, fire insurance with course of construction, vandalism and malicious mischief clauses attached, such insurance to be a sum at least equal to the contract price with loss, if any, payable to any beneficiary under any deed of trust covering the project, such insurance to name the contractor and his subcontractors as additional insured and to protect owner, contractor and his subcontractors and construction lender as their interests may appear should owner fail to do so, contractor may procure such insurance as agent for an at the expense of owner, but is not required to do so. If the project is destroyed or damaged by accident, disaster or calamity, such as fire, storm, earthquake, flood, landslide, or by theft or vandalism, any work done by the contractor is rebuilding or restoring the project shall be paid by the owner as extra work. Contractor shall carry worker's compensation insurance for the protection of contractor's employees during the progress of work. Owner shall obtain and pay for insurance against injury to his own employees and person's under owner's discretion and person's on the job site at owner's invitation.

Right to stop work

Contractor shall have the right to stop work if any payment shall not be made when due to contractor under this agreement; contractor may keep the job idle until all payments due are received. Such failure to make payment when due is a material breach of this agreement.

Limitation

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 more than two years after completion or cessation of work under this contract.

Compliance with laws

In connection with the performance by contractor of his duties pursuant to this agreement, contractor shall obtain and pay for all permits and comply with all federal, state, county, and local laws, ordinances and regulations.

Validity and damage

In case one of more of the provisions of this agreement or any application thereof shall be invalid, unenforceable or illegal, the validity, unenforceable and legality of the remaining provisions and any other applications shall not in any way be impaired thereby. Any damages for which contractor may be liable to owner shall not, in any event exceed the cash price of this contract.

Mechanic's lien

Notice to owner:

Under the California mechanic's lien law any contractor, subcontractor, laborer, supplier or other person or entity who helps to improve your property, but is not paid for his/her work or supplies, has a right to place a lien on your home, land, or property where the work was performed and to sue you in court to obtain payment. This means that after a court hearing, your home, land, and property could be sold by a court officer and the proceeds of the sale used to satisfy what you owe. This can happen even if you have paid your contractor in full if the subcontractors, laborers, or suppliers remain unpaid.

To preserve their right to file a claim or lien against your property, certain claimants such as subcontractors or material suppliers are each required to provide you with a document called a "preliminary notice". Contractors and laborers who contract with owners directly do not have to provide such notice since you are aware of their existence as an owner. A preliminary notice is not a lien against your property. Its purpose is to notify you of persons or entities that may have a right to file a lien against your property if they are not paid. In order to perfect their lien rights, a contract, subcontractor, supplier, or laborer must file a mechanic's lien with the county recorder which then becomes a recorded lien against your property. Generally, the maximum time allowed for filing a mechanic's lien against your property is 90 days after substantial completion of your project.

Materials

It is agreed that the company will retain title to any materials furnished until final payment is made, and if settlement is not made as agreed, company shall have the right to remove the materials and company will be held harmless for any damages resulting from the removal thereof.

Limited warranty

Company warrants its work for up to 90 days for fixture drains, main sewer lines, plumbing installation & repairs from job completion date. If a defect in material or service rendered exists & is covered by warranty, company will, with reasonable promptness, during normal business hours, remedy the defect. In no event shall the company be liable for water or other damage caused by any delay in remedying the defect.

Exclusions & limitations

- If payment is not received by the due date
- If excessive amounts of materials or food are put in it
- If drain does not have a strainer
- Toilets are excluded from any warranty
- Faucet washers are excluded from any warranty
- If customer tries to repair themselves or contracts another party to repair the defect
- If existing pipes have defects due to pipes being broken, rusted, cracked or leaking
- If stoppage is caused by defects in the line like cracks, dislocations, roots or other damages
- If illegal conditions exist
- If other hidden or unknown leaks or defects exist
- Commercial or industrial waste lines are not covered
- Defects and failures from mistreatment or neglect
- Defects from heavy weight upon sewer lines and plantation or trees growing into sewer lines

Protection of customer's property

Customer agrees to remove or to protect any personal property, inside and out including, but not limited to, carpets, rugs, shrubs and plantings, and company shall not be held responsible for said items. Nor shall company be held responsible for the natural consequences of the company's work which may cause damage to improvements to real property including, but not limited to curbs, sidewalks, walks, driveways, garages, patios, lawns, shrubs, sprinkler systems, and other appurtenances to the residence of the other property. Company shall not be held responsible for damage to personal property, real property, or any improvements to real property, caused by persons delivering materials or equipment or keeping gates and doors closed for children and animals.

Attorney's fees

If an arbitration or an action at law or in equity, including an action for declaratory relief, is brought to enforce or interpret the provision of this agreement, the prevailing party shall be entitled to reasonable attorney's fees in addition to any other relief to which the prevailing party may be entitled.

Entire agreement

This is the entire agreement. The parties are not bound by any oral expressions or representation by any agent purporting to act for or on behalf or by any commitment or arrangement not set forth herein. The agreement binds jointly customer, their heirs.