



1231 N 1st Street, San Jose, CA  
[www.baymaples.com](http://www.baymaples.com) (408) 372 2141  
Contractors #977639

## DESIGN CONTRACT

This document is an agreement to execute a design consultation for Crunchy Granola, for project located at 123 Redwood Trail, Silicon Valley, CA.

Design Package Includes:

- 2 hour on-site consultation with a Bay Maples designer.
- Verbal and written delivery of expert information & advice from the designer regarding plant selection, placement and irrigation design to be tied into existing L2L system.
- Formal estimate for implementation and scope of work

Cost for design package:     \$XXX    

Deposit: \$XXX.00 - Final Due on Completion

**In an effort to secure your business, if you accept our bid and proceed with the landscaping we will credit back \$400 toward that projects.**

If all terms are agreed by owner and contractor, please sign below:

Homeowner: Print: \_\_\_\_\_ Sign: \_\_\_\_\_ Date: \_\_/\_\_/\_\_

Designer: Print: \_\_\_\_\_ Sign: \_\_\_\_\_ Date: \_\_/\_\_/\_\_

### Owner's Right of Cancellation

"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.

The law requires that the contractor give you a notice explaining your right to cancel. Initial the check box if the contractor has given you a 'Notice of the Three-Day Right to Cancel.' [\_\_\_\_] Initial

The law requires that the owner or tenant has the right to require the Contractor to have a performance and payment bond.

### 8. Complete Agreement

If all terms are read, agreed upon and initialed, please sign below and work will begin on proposed date.

Print\_\_\_\_\_ Sign\_\_\_\_\_ Date\_\_\_\_\_

*Property Owner*

Print\_\_\_\_\_ Sign\_\_\_\_\_ Date\_\_\_\_\_

*Bay Maples Wild California Gardens*

#### "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 '20-day 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 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 website at [www.cslb.ca.gov](http://www.cslb.ca.gov) or call CSLB at 1-800-321-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 Web site at [www.cslb.ca.gov](http://www.cslb.ca.gov)

Call CSLB at 800-321-CSLB (2752)

Write CSLB at P.O. Box 26000, Sacramento, CA 95826.