# CONTRACT AGREEMENT

**ELLIOTT AND ELLIOTT CO.**

**MAIN OFFICE:** 745 Kevin Court, Oakland, California 94621
Phone: (510) 444-7270
***ESTABLISHED SINCE 1918***
State Contractor's License #241345

**THIS AGREEMENT** is between ELLIOTT AND ELLIOTT CORP., 745 Kevin Court, Oakland, California a licensed contractor (California License NO. 241345) herein referred to as Contractor and,

Owner Mr. & Mrs.

Address _____

City _____ State _____ Zip _____

Phone _____ (Hereinafter referred to as Buyer or Owner)

**IN CONSIDERATION** of the promises herein contained, it is mutually agreed as follows:

1. **CONSTRUCTION:** Contractor promises to furnish the necessary labor, material and equipment and to perform in a workmanlike manner and complete for the owners at _____ the following work:

2. **SPECIFICATIONS:**

ENTIRE HOUSE

Removal and reroofing and flashings as per our letter of specification dated September 3, 1997 Tamko Heritage M25 shingles in color:_____.
Cost: $20,016.00
Chimney Cap replacement: $350.00
Gutter replacement: $1,950.00 Color:_____

No painting of the stucco that is replaced is included in our estimate. We will tie in with the existing downspouts as they are in good condition.

**SPECIAL REMARKS:** This work shall carry our Five Year Warranty. Should any dry rot be discovered during removal, we will supply an estimate for repairs as necessary.

3. **CONTRACT PRICE:** Owner promises to pay or cause to be paid to Contractor in consideration hereof, the Cash Price of ( $ 22,316.00 )
Twenty Two Thousand Three Hundred Sixteen & No/100 Dollars,
payable as follows: Payment on Completion upon receipt of Invoice

For purposes of determining the exact dates upon which payments under the hereinabove described payment schedule are due, Contractor shall invoice Owner in writing as to the applicable payment amounts and dates including the date of completion. Completion date by Contractor shall be binding on buyer. Any amount not paid when due will accrue Finance Charges at the rate of 12% per annum from due date.

4. **TIME FOR COMPLETION:** The work to be performed by Contractor shall be commenced within approximately 30 days from date of full execution of this Agreement and shall be substantially completed within approximately 15 working days of said date of commencement. Contractor, however, shall not be liable for any delays or variations from the foregoing completion schedule which are caused by factors beyond the control of Contractor (such as, but not limited to: rain or other acts of God; acts of war or civil disturbance; and strikes, boycotts, or other obstructive action by labor organizations or employees, or lock outs or other defensive actions by employers), or which are caused by acts or negligence of owner or delays caused by construction scheduling. In the event that any delay or variation from foregoing completion schedule is caused by any of such factors, a reasonable extension of time for commencement and completion shall automatically be deemed to have been granted. For purposes of this paragraph, "a reasonable extension of time" shall include sufficient time to allow Contractor to commence and complete his obligations under contract agreements with other parties which were originally scheduled for commencement prior to the commencement date of this Contract, and Contractor shall be entitled to complete said other Contract obligations prior to the commencement and/or completion of work on this Contract.