



TERMS AND CONDITIONS

1. Parties and Scope of Work. The parties and scope of work are set forth in Proposal No. _____. These Terms and Conditions are hereby expressly incorporated therein as though specifically set forth therein.

2. Change Orders. No extra or change-order work shall be required to be performed without prior written authorization of Owner. Any change-order forms for changes or extra work shall be incorporated into, and become part of, this agreement.

3. Payment. Owner agrees to pay Contractor for the above services upon the following terms and conditions: Net 30.

Owner shall comply with all prompt payment laws, including, but not limited to those contained in California Civil Code sections 8800-8848, California Business and Professions Code section 7108.5, and, if applicable, all relevant provisions of the California Public Contract Code.

If not timely paid, interest shall accrue on the unpaid balance at the rate of one percent per month. If suit is commenced to collect this obligation, debtor shall pay all costs of collection, including reasonable attorney fees.

4. Compliance With Law. In performing the services required of it under this Agreement, Contractor shall comply with all applicable federal, state, county and city statutes, ordinances, and regulations.

5. Attorney Fees. In addition to any other attorney fee provisions contained herein, in the event of any arbitration or litigation relating to the project, project performance, or any other claims arising out of or related to this agreement, the prevailing party shall be entitled to reasonable attorney fees, costs and expenses.

6. Delays. Contractor shall not be responsible for any delay or failure in its performance under this contract caused by events beyond its reasonable control, including but not limited to; terrorism, war, riots, labor strikes, interruption of utility services, fires, floods, earthquakes, or other natural disasters.

7. Conflicting Terms. These Terms and Conditions control in the event of any conflict in language or content with any related Proposal or Agreement for Services.

8. Notices. All notices which may be required to be given by one party to another may be made by mailing the same to the party at the address given below.

9. Modification. These Terms and Conditions may not be modified nor amended except by a written agreement signed by both parties.

10. Assignment. Neither party may assign or transfer any Agreement between them, in whole or in part, without the prior written consent of the other party, which will not be unreasonably refused. Any unpermitted transfer or assignment shall be void at the option of the other party.

11. Legal Notice.

Bus. & Prof. Code § 7030(a)

CONTRACTORS ARE REQUIRED BY LAW TO BE LICENSED AND REGULATED BY THE CONTRACTORS' STATE LICENSE BOARD, WHICH HAS JURISDICTION TO INVESTIGATE COMPLAINTS AGAINST CONTRACTORS IF A COMPLAINT REGARDING A PATENT ACT OR OMISSION IS FILED WITHIN FOUR YEARS OF THE DATE OF THE ALLEGED VIOLATION. A COMPLAINT REGARDING A LATENT ACT OR OMISSION PERTAINING TO STRUCTURAL DEFECTS MUST BE FILED WITHIN 10 YEARS OF THE DATE OF THE ALLEGED VIOLATION. ANY QUESTIONS CONCERNING A CONTRACTOR MAY BE REFERRED TO THE REGISTRAR, CONTRACTORS' STATE LICENSE BOARD, P.O. BOX 26000, SACRAMENTO, CA 95826.

12. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

Executed this ____ day of _____, 2____, at _____

OWNER

By _____ Its _____
Name Title

Business address: _____

G.P. CRANE AND HOIST SERVICES, INC.

Signature

By: Brian Pinckney
Its: President