





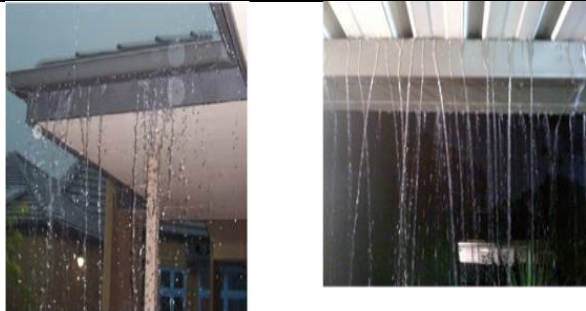

Southern California Patios, Inc. Service Contract Agreement

This Service Contract is provided to both the owner/acting agent of the property and the contractor. Please read Carefully of the following:

1. **Aluminum Patio Cover is a shade structure** and is meant to give you shades for heavy sunlight. Patio Cover structure is not waterproof, and leaks may occur.
 - As the rainy season occurs throughout the year, the shade structure may have some leaks.
 - By signing this contract Customer agrees that Contractor is not liable for these leaks.
 - Any attachment to Fascia, especially L shaped Fascia/Homes, will guarantee to have leaks. 2 story homes with no gutter on the house will guarantee to have leaks. As well with any pop-out of chimney from your home will have leaks.

Examples of what may happen.

<p>Wet Wall Effect: This is very normal, and this is not a leak. During rainy seasons water will bounce off the Aluminum and splashes back into the stucco. The moisture being absorbed into the stucco above the patio cover visibly transfers below the patio cover making it appear there is a leak when in fact it is not. In fact, the stucco is doing exactly what is meant to do that is what they call "Breathe." Breathing is what lets the water escape and evaporate. *** Any hairline cracks in stucco will make this appear worse and will drip water over any windows and doors.</p>	
	<p>Backflow and Overflow: <u>Attaching to a wood fascia</u> on an existing eave with no gutter system in place to capture the runoff is another way to experience backflow and overflow. The patio gutter system is meant to manage the amount of water that comes directly from the rain above. When roof top water flows onto your patio cover the gutter can fill up and overflow, this does not damage anything, and your patio cover will eventually allow the water to escape through the down spouts.</p>

<p>Clogged Rain Gutters: The most common reason your patio cover is overflowing during the rain is due to clogged gutters. The cause of this is when the gutters have not been thoroughly cleaned and debris (leaves, dirt, branches etc.) have filled the gutter up and will block the passage for the water to release into the down spouts and will begin to escape and overflow the gutter.</p> <ul style="list-style-type: none"> We highly suggest cleaning 2 times per year 	
	<p>L-Shaped Home/Fascia:</p> <p>All and Any L-Shaped homes that patio cover is attached to will guarantee to have leaks. Don't be alarmed if this occurs. This is something we cannot avoid as your roof line is sloping on to patio cover and cannot be sealed. The contractor will not be able to fix these issues even with heavy sealing of the covers. If home owner with L-Shaped home/Fascia calls for any leaks we are not able to come out to fix these issues as there is no way around to this.</p>

I. CONTRACT PRICE

Owner/Signee shall pay the Contractor the sum stated above in your Estimated scope of work for the work to be performed under this contractor, subject to additions and deductions pursuant to change orders ~~may occur during project~~

II. PROGRESSIVE PAYMENT

Schedule of Progressive Payments



Down Payment: Collected at time of signing, or the same business day
10% or \$1000, whichever is less

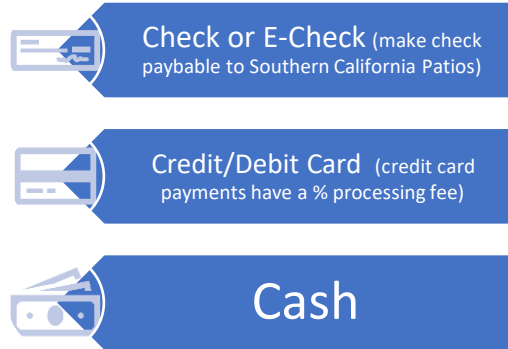


Material Drop Payment:
SCP will collect 80% of remaining balance on the day the material is dropped off at the service location



Final Balance Payment:
Remaing balance will be collected on the day the patio cover is completed

****Currently all Card transaction Fee is 4%. This will be added to your invoice upon signing the contract. 4% will be taken off your invoice if paid in Cash, Check, ACH Transaction****



The schedule of progress payments must specifically describe each phase of work, including the type and amount of work/services scheduled to be supplied in each phase, along with the amount of each proposed progress payment.

Examples:

Pre-Work such as Demolition or Footings will be guaranteed to be paid as the performance of specified work is complete.

PAYMENT DUE UPON COMPLETION OF PROJECT LATE PAYMENT FEES:

- After **10 days** late 5% of outstanding balance added to amount due.
- After **20 days** late 10% of outstanding balance added to amount due

*Please note: It is against the law for a contractor to collect full payment for work that is not yet completed and/or for materials not yet delivered. However, a contractor may require a down payment upon signing a contract.

III. ELECTRICAL OBLIGATIONS AND INFORMATION

Electrical fixtures **MUST** be present at time of installation to be installed.

We install the fixtures at the time of install if fixtures are not present there will be a \$125 charge per fixtures to return and install.

Electrical that we DO NOT provide:

- Ceiling Fans
- Post Lights
- Flood Lights
- Customer Chosen Ceiling Lights

Electrical that we provide:

- LED recessed lights
- Light Switches
- Outlets

IV. INSTALLATION SCHEDULE

The work to be performed under this Contract shall be commenced on approximate start date, fany *required building permits* are received, and *all agreed upon funds are paid to Contractor*. The project shall be completed by the approximate completion date, subject to permissible delays as defined in this contract.

Extra work and Change Orders become part of the contract once the order is prepared in writing and signed by the parties prior to the commencement of any work covered by the new Change Order. The order must describe:

- The scope of the extra work or change
- The cost will be added to or subtracted from the contract
- The effect the order will have on the schedule of progress payments

****The owner may not require the contractor to perform extra work without written authorization. A*

Change Order is not enforceable against the owner unless the Change Order complies with this provision. However, Contractor's failure to provide the forgoing information does not preclude contractor's recovery based on legal or equitable remedies designed to prevent unjust enrichment.

V. PERMITS

Property Owner is to pay for All permits related to the project. Owner is responsible for all taxes, assessments, and charges requires by publicagencies.

VI. PERMISSIBLE DELAYS

Contractor shall be excused for any delay and may be entitled to an increase in the contract time due to any of the following events providing that such event is beyond the control of contractor.

The Following Permissible Delays are as Followed:

- Acts of God including, but not limited to wind, rain, flood, storm, landslide, subsidence, and earthquake
- Acts of neglect of Owner
- Failure of owner to promptly process submittals, payment applications, or change orders
- Delays caused by public utilities or government or public bodies of their agents, (vii) materials embargoes
- Labor troubles, strikes and union activities
- Fire
- Delays in transportation
- Delays in orders from our manufacturer regarding on-demand material and/or custom orders
- Changes ordered in the Scope of Work
- Failure of owner to make payments required to contractor as required in contract documents
- Other causes beyond the reasonable control of Contractor, its employees, agents, and subcontractors

VII. RELEASE OF MECHANIC LIENS

Lien release Notice must be given to buyer upon request after payment is made.

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, findsthe 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.

***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 yourprime contractor or from Laborers who work on you 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 you 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 received.

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 or call CSLB at 800-321-2752. 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.

VIII. ATTORNEY'S FEES

In any dispute relating to the interpretation or enforcement of this agreement, the prevailing party shall be entitled to its costs and attorney's fees.

IX. CONTRACTORS REQUIRED TO BE LICENSED

State law requires that all contractors give the following information on licensing *BEFORE* a contract is signed.

Contractor Notice: Contractors are required by law to be licensed and regulated by the Contractors State License Board, which has authority 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 the contractor may be referred to the Registrar, Contractors State License Board, Post Office Box 26000, Sacramento, California 9582

For all residential contracts of four or fewer units:

"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 suspensions, revocations, judgements, 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"

X. PROPERTY INSURANCE

Notifications and Disclosure Statements:

- This contractor carries commercial general liability insurance written by State Compensation Insurance Fund of California. You may contact them at 951-676-3365 to check the contractor's insurance coverage

XI. INFORMATION ABOUT THE CONTRACTOR STATE LICENSE BOARD (CSLB)

CSLB is the state consumer protection agency that license and regulates construction contractors. Contact CSLB for more 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 and 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:

www.CSLB.CA.gov

800-321-2752 CSLB PO Box 26000, Sacramento, CA 95826

This agreement is entered into as of the day and year first written above and is executed in atleast two original copies, of which is to be delivered to the contractor and to the owner.

XII. CONSUMER NOTICES

Documents that are incorporated into the contract:

- Notice of Cancellation
- Home Improvement Change Order Form
- Commercial General Liability Insurance Information

XIII. 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.

NOTICE OF RIGHT TO CANCEL

Notice of Cancellation

(To be provided in duplicate - One copy to Owner and one copy to Contractor)

You may cancel this transaction, without any penalty or obligation, within three business days from the above date.

If you cancel, any property traded in, any payments made by you under the contract or sale, and any negotiable instrument executed by you will be returned within 10 days following receipt by seller of your cancellation notice, and any security interest arising out of the transaction will be canceled.

If you cancel, you must make available to the seller at your residence, in as good condition as when received, any goods delivered to you under this contract or sale, or you may, if you wish, comply with the instructions of the seller regarding the return shipment of the goods at the seller's expense and risk.

If you do make the goods available to the seller and the seller does not pick them up within 20 days of the date of your notice of cancellation, you may retain or dispose of the goods without any further obligation.

If you fail to make the goods available to the seller, or if you agree to return the goods to the seller and fail to do so, then you remain liable for performance of all obligations under the contract.

To cancel this transaction, mail or deliver a signed and dated copy of this notice, or any other written notice, or send a telegram to:

The law requires that the contractor give you a notice explaining your right to cancel. If the contractor has given you a "Notice of Right to Cancel."

If Cancellation of this contract is requested after the three-day cancellation, the buyer shall be responsible for restocking of material fee, which is 25% of the material cost.

Contractor shall take the fee out of the initial deposit and return the remainder (if applicable) to the buyer.

XIV. WARRANTY INFORMATION

This warranty shall be null, and void and contractor shall not be liable for any damages or expenses,

if the owner does not first grant contractor access to the premises and the opportunity to inspect, correct or replace alleged defective items before owner incurs expenses or has work done by replacement contractor.

Contractor warrants that the work conforms to the requirements of the contract documents, drawings, plans, and specifications. If any defects are found, contractor shall repair or replace the alleged defective work at its cost. The work to be corrected will be the part or area that is defective. Contractor shall start work within a reasonable time after written notice from the owner.

XV. THINGS TO KNOW: WATER CONCERNS/LEAKING

Your new Alumawood Patio Cover is a shade structure, not to be thought of as a waterproof structure. "Water Resistant" is the proper description. After installing thousands of covers, we can confidently say that our covers are 99% effective against water. In moderate rain the cover will be fine. However, in heavy rain the water will find its way around stucco (especially stucco cracks), caulking, gaskets, fascia, and screws. You may also see occasional drips from the seams of the shade structure.

- L- Shaped and Angled Fascia is guaranteed to have drips during rainy seasons.
- Overflow from the downspouts can occur - this is generally from leaves, dirt, or other excess debris, which clogs up the gutter.
- Gutter maintenance should be performed seasonally to ensure the gutter remains unclogged. Please ask your installer with any questions on how this is performed.
- We cannot guarantee your patio will not leak

***Keep in mind that your patio cover is aluminum and water *cannot* damage it.

XVI. TERM OF WARRANTY

What is Covered Under Warranty?

- Electrical fixtures
- 60 months structural

Please note that the last form of this contract has a warranty form from Amerimax that needs to be filled out by the customer within 3 months from time of install.

I, the customer, understand that I am responsible to fill out this warranty card and send it in to Amerimax.

You also have the option to fill out the warranty info online and that link provided.
http://www.alumawood.net/contact_warranty_registration.php

Southern California Patios
Kyle Kelly - General Contractor at 1787 Pomona Rd, STE B,
Corona, CA 92880

Limited-Lifetime Material Warranty

Amerimax Exterior Home Products, Norcross, Georgia (hereinafter referred to as "Amerimax") warrants that its Alumawood Lattice, Patio Covers, Gazebos, and Awning products manufactured by Amerimax which are installed at the location shown on this warranty certificate will not rot, and the finish will not chip, peel, flake or blister under conditions of normal wear for the life of the original retail purchaser.

This warranty is TRANSFERABLE by the original retail purchaser to a subsequent owner of the product during the first ten (10) years of warranty coverage. In the event of the transfer of this warranty, the warranty period shall be ten (10) years from the date of original installation. The warranty only applies to manufacturing defects in the products. Steel products are not warranted against rust.

Claims Procedure

Any claim under this warranty must be communicated via website (Alumawood.net/warranty) or in writing and sent to Amerimax Exterior Home Products, 303 Research Drive, Suite 400, Norcross, Georgia 30092 and received within 30 days of discovering a claimed defect. This written notification must include a description of the defect, the address of the installed product, plus the date of installation, and the name and address of the contractor who installed the product. Amerimax shall have the right to inspect each claim. Any repairs or alterations to the product prior to said inspection may void the warranty.

If Amerimax determines that said claim is covered by this warranty, Amerimax shall have one hundred twenty (120) days to remedy the defect as follows:

- 1) For valid warranty claims during the first (1) year after original installation, Amerimax, at its sole option, will repair, refresh, or replace the defective product at no cost to you;
- 2) For valid warranty claims from the second (2) year through the fifth (5) year after original installation (or through the tenth (10) year after original installation in the event of a transfer of this warranty), Amerimax, at its sole option, will repair, refresh, or replace the defective product, but you will be responsible for any labor and product shipping charges; and
- 3) For valid warranty claims from the sixteenth (16) year through the life of the warranty, Amerimax will refund to you, if you are the original retail purchaser, 50% of the original wholesale cost of the defective item.

Amerimax shall not be liable for any shipping or labor costs to remedy the defective products following the first year of the warranty period.

Exclusions and Limitations

Amerimax does not warrant the qualifications of the person installing its products and this warranty does not cover installation or any consequences of improper installation. This warranty does not cover damage due to normal weathering; chalking; fading; corrosion due to atmospheric contamination; chemical fumes; salt; vandalism; accident; misuse; improper care or any act of God, explosions or other causes beyond the control of Amerimax.

The owner must follow the Care and Cleaning Instructions outlined on the back of this page. Failure to follow such instructions may void this warranty.

Amerimax does not warrant damage due to aggressive environmental conditions. This includes, but not limited to, black staining.

The warranty only applies to manufacturing defects in the products. Steel products are not warranted against rust.

This warranty shall not be valid or enforceable unless it is registered with Amerimax within thirty (30) days after completion of the original installation of the product covered hereby and on the registration form attached hereto.

Amerimax reserves the right to discontinue and make changes in any of its products. In the event that products covered by this warranty are not available, Amerimax shall have the right to substitute products that in Amerimax's sole discretion are of comparable grade, quality, or price. This limited warranty only covers products erected within the continental United States, Canada, and Mexico.

THE LIMITED WARRANTY IS MADE IN LIEU OF ALL OTHER WRITTEN AND ORAL, EXPRESSED OR IMPLIED WARRANTIES, AND AMERIMAX EXPRESSLY DISCLAIMS ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE PURCHASER'S RIGHTS ARE LIMITED TO THE TERM OF THIS WARRANTY. The foregoing shall constitute Amerimax's sole and exclusive liability in connection with the purchase of the products. Amerimax shall not be liable for any incidental, special or consequential damages.

This warranty is governed by the laws of the State of Georgia, excluding its conflict of law rules.

Go to Alumawood.net/warranty for fast and easy warranty registration!

Register online at Alumawood.net/warranty or complete and return this certificate within thirty (30) days after completion of your Amerimax shade structure installation.

I hereby certify that I am the original retail purchaser of the installation described on this certificate, that it has been supplied as ordered, has been properly installed, and functions satisfactorily.

Warranty No. _____ Date _____ Invoice No. _____ Installation Date _____
 Location of Installation _____
 Description of Product Installed _____
 Name of Purchaser (Printed) _____ Signature of Purchaser _____
 Street Address _____ City _____ State/Prov _____
 Zip/Postal Code _____ Phone No. _____ Email _____
Dealer Information
 Name _____ Street Address _____ City _____ State/Prov _____
 Zip/Postal Code _____

Please Stamp Here

Amerimax Exterior Home Products
 Amerimax Registration
 303 Research Drive
 Suite 400
 Norcross, GA 30092

Care and Cleaning Instructions
 Amerimax aluminum products are easy to maintain. Simply clean/refresh surfaces to keep in appearance form. If cleaning is needed, use nonabrasive cleaning agents. Periodic inspection determines glass or other window cover, screens, awnings, and other accessories that may be subject to the normal wear and tear of use.

1. For routine care - An occasional washing with clear water using gentle soap and soft-bristle brush to remove dirt is suggested, allowing surfaces to dry for the period:

- L13 nonbleached (e.g., TSP)
- L13 nonbleached (e.g., bleach)
- L13000 water

2. When cleaning - Always use water on surfaces of all types of building products and to other areas on surfaces that have not been properly maintained. Always clean and rinse as often as possible. Always use soap to clean the following (where possible):

- L13 nonbleached (e.g., TSP)
- L13 nonbleached (e.g., bleach)
- L13000 water (e.g., bleach)
- L13000 water

3. When cleaning - Always use water on surfaces of all types of building products and to other areas on surfaces that have not been properly maintained. Always clean and rinse as often as possible. Always use soap to clean the following (where possible):

4. Check for corrosion, etc. - Use white vinyl or stainless steel brush to clean areas of corrosion or staining. Rinse the area thoroughly with water immediately after cleaning.



**Amerimax
 Shade Structures**
 Transferable
 Limited-Lifetime Warranty



Alumawood.net
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