

## WARRANTY AND DISCLOSURE

- A deposit of \$1000 or 10% of the contract price (whichever is less) is due before work begins.
- All payments are to be made within 15 days of presentation of the invoice (NET 15).
- Financing: If payment is not received within 30 days of submittal of the invoice, a finance charge will be applied. Late payment will be charged at an 18% annual rate (1.5% monthly) for each month payment is not received.
- Viewpoint Outdoor Living, LLC (Viewpoint) may suspend all work until a progress payment (if applicable) is made. Unless other arrangements are stated in the contract, failure to make a progress payment within 10 business days of issuing the invoice shall be considered a major breach of the contract.
- The property owner has the right to cancel the contract within 45 calendar days of issuance, but not after substantial commencement of work has begun: defined as the purchase and delivery of materials, or Viewpoint breaking ground at the jobsite.
- Property owner is responsible for any and all fees and permits that may be required by any governing agency and/or association.
- Any changes to the original proposal must be agreed upon in a written change order.
- Change order prices may be higher than original contract prices, and an additional fee may be charged for each change order.
- Delays by the property owner or their contractor(s) may result in an additional cost.
- Failure by Viewpoint to substantially commence work within 20 days from the approximate start date specified in the contract is a violation of the Contractor's License Law.
- Property owner is responsible for extra costs incurred for unforeseeable objects, rock, roots or hardpan.
- This Warranty is only to the legal property owner, and is non-transferable.
- All new lighting systems installed by Viewpoint are **guaranteed against defect for 10 years from the date of installation**. Changes or repairs by any other than Viewpoint Lighting shall void the system warranty.
- Individual Manufacturer's warranty terms apply to all installed fixtures, equipment and components. See manufacturer's literature or website for warranty information.
- Viewpoint is not responsible for vandalism, abuse (yard maintenance crews, pets, children), or acts of God. Warranty repair/replacement at the discretion of the lighting manufacturer and/or Viewpoint.
- This agreement contains the entire agreement between the property owner and contractor and is expressly agreed that no representations, promises, conditions, warranties, or understandings, either expressed or implied, other than that herein set forth, shall be binding upon either party and that none of the provisions of this agreement shall be waived, altered or amended except by a written signed change order.
- The property owner is advised to review their rights and obligations dealing with Viewpoint or ANY contractor, on the California State Contractor's License Board website at: [www.CSLB.ca.gov](http://www.CSLB.ca.gov).
- Client understands that Viewpoint may take photographs of owner's lighting project for use in public displays, videos, printed materials and/or other advertising media Viewpoint deems appropriate Viewpoint may also submit said photos for industry related awards. Client understands that these photos will become property of those organizations which host and provide those awards. All client information will be kept confidential.

### NOTICE TO OWNER

Under the California Mechanics' Lien Law, any contractor, subcontractor, laborer, supplier or other person or entity who helps to improve your property, but is not paid for his or 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.