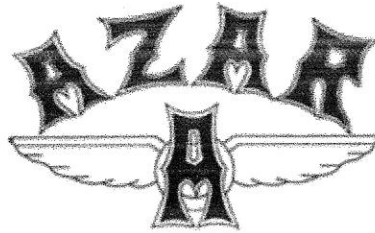


pete@azarbuilders.com
Phone/Fax: 619-523-6202
Cell: 619-454-2348



BUILDERS, INC.
License #665752

General
Engineering & Building
Contractors

CONTRACT AGREEMENT

THIS AGREEMENT made on 10/9/2019 by and between **AZAR BUILDERS INCORPORATED**, P.O. Box 70228 San Diego, CA 92167, Phone 619.454-2348, hereinafter called the Contractor, and 4090 FALCON ST. HOA hereinafter called the Owner, Witnesseth, that the Contractor and the Owner for the considerations named, agree as follows.

Article 1.

The Contractor shall furnish all materials and labor to perform all of the contracted work as stated in article #6, page 2 of this contract as it pertains to work performed on property at: 4090 FALCON ST.

NOTE: Refer to page 2; Article six (#6) for full and complete agreement

Article 2. Time of Completion

The work to be performed under this Contract shall be commenced on or before (upon agreement) and will be completed in approximately 3-5 working days. Time begins from permit issuance. Failure by the contractor without lawful excuse to substantially commence work within 20 days of the approximate date specified in this contract when work will begin is in violation of contractors' state license law.

Article 3. The Contract Price:

The owner shall pay the Contractor for the material and labor to be performed under the Contract the sum of \$4,600.00 Four Thousand Six hundred and 00 which is subject to additions pursuant to authorized change orders.

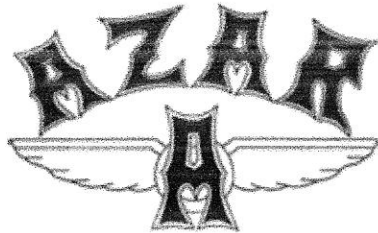
Article 4. Progress Payments shall be paid in the following manner:

1. 1000 UPON ACCEPTANCE
2. 50% upon 50% completion
3. final upon completion
- 4.
- 5.

Article 5. General Provisions

1. All work shall be completed in a workmanship like manner.
2. To the extent required by law all work shall be performed by individuals duly licensed and authorized by law to perform said work.
3. Contractor may at its discretion engage subcontractors to perform work hereunder, provided contractor shall fully pay said subcontractor and in all instances remain responsible for the proper completion of this Contract.
4. Contractor shall furnish Owner upon request, appropriate releases or waivers of lien for all work performed or materials provided at the time of final payment shall be due.
5. All change orders shall be in writing and signed both by Owner and Contractor, only that which is in writing and signed shall be binding. Initial X bb
6. Contractor warrants it is adequately insured for injury to its employees and other incurring loss or injury as a result of the acts of Contractor or its employees or subcontractors.
7. Contractor shall obtain all permits necessary for the work to be performed unless other provisions are stated in this agreement. Owner shall furnish electric, water and toilet facilities.

pete@azarbuilders.com
Phone/Fax: 619-523-6202
Cell: 619-454-2348

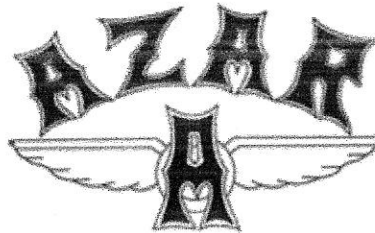


BUILDERS, INC.
License #665752

General
Engineering & Building
Contractors

8. Contractor agrees to leave the premises in broom clean condition. Contractor is not responsible for unavoidable damage in work area(s). Only that stated in Article 6 applies relative to work to be performed.
9. In the event Owner shall fail to pay any periodic or installment payment due hereunder, Contractor may cease work without breach pending payment or resolution of any dispute.
10. All disputes hereunder shall be resolved by arbitration in accordance with rules of the American Arbitration Association. In the event the binding arbitration and/or legal action (i.e.: attorney's fees, court costs, and related costs, etc.) the losing party will pay the prevailing parties cost. All parties agree to items number 10 herein and all else encompassed in this contract agreement.
11. Contractor shall not be liable for any delay or damage due to circumstances beyond its control including strikes, acts of god, flood, rain, casualty, general unavailability of materials, and/or unworkable weather.
12. Contractor warrants all workmanship and materials only, structural foundation work for a period of TWO years following completion. Initial X b.e. Workmanship and materials only for all other contracted work for a period of ONE years following completion. Initial X b.e. This warrants workmanship and materials only and does not make any claims as to the future performance of repair. Initial X b.e.
13. Only this contract and changes signed after this contract date shall be binding on the parties herein, nothing verbal is binding on the parties herein.
14. Owner may wish to consult one or more engineers. Contractor believes an engineer (Civil, Structural, and/or Soils) is often needed and sometimes required. Contractor has no liability for engineering and/or engineer(s) findings. Contractor is only responsible for specific work stated in this contract. Contractor has no liability for engineer or other professional he refers and/or recommends to owner and owner's representative. Initial X b.e.
15. Jack hammering, rock drilling, engineering, surveying, permit fees, are not a part herein. Replacement of vegetation, irrigation and over laments are not a part herein unless otherwise stated herein. Costs: Jack Hammering \$N/A per hour. All drillable material using a standard soil bucket is included. Any/all other drilling (i.e. materials) is at the rate of \$N/A per hour. Plus \$N/A per foot for materials and labor. Initial X b.e.
16. You may cancel this transaction, without penalty or obligation within three business days from the above date.
17. Notice to Owner
 - A. 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 the right to place a lien on your home, land or property where the work is performed and to sue you in court to obtain payment.
 - B. Contractors are not to be paid more than 10% or \$1000.00 whichever is less at commencement of the contract and are not to be paid more than the contracted progress, For example; 50% can be paid if the work is 50% complete.
 - C. "Contractors are required by law to be licensed and regulated by the Contractor's State License Board which has jurisdiction to investigate complaints against contractors if a complaint is filed within three years of the date of the alleged violation. Any questions concerning a contractor may be referred to the Registrar, Contractor's State License Board, P.O. Box 26000, Sacramento, California, 95682.

pete@azarbuilders.com
Phone/Fax: 619-523-6202
Cell: 619-454-2348



BUILDERS, INC.
License #665752

General
Engineering & Building
Contractors

Article 6. Scope of Work

1. **Install a new 3" brass drain connected to a new 3" solid pipe which will gravity out flow to parking area. We will remove and replace twelve tiles in entry to courtyard. We will also cut remove and replace concrete to install new drain. Owner to supply tile.**

We will provide proof of General liability insurance, workers compensation, vehicle insurance and general engineering and building licenses.

AZAR BUILDERS, Inc.

General Engineering & Building Contractors

License 665-752 A & B


PO Box 70228

San Diego, CA 92167

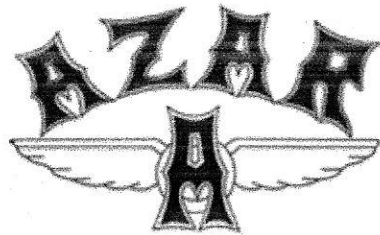
Representative _____

Azarbuilders.com

Date: 11/5/2019
By Owner: 4090 FALCON ST. HOA
Street Address: 4090 FALCON ST.
City/State/Zip: SAN DIEGO, CA 92103
Telephone: Home 310-383-2037
Work/Cell: 310-383-2037


GAVIN GRANT
HOA PRESIDENT

pete@azarbuilders.com
Phone/Fax: 619-523-6202
Cell: 619-454-2348



BUILDERS, INC.
License #665752

**General
Engineering & Building
Contractors**