



2835 Contra Costa Blvd.
Pleasant Hill, CA 94523
Tel 925/ 944-0502
Fax 925/ 944-0908
lic. #682814

Work Authorization

I hereby authorize Mark Scott Construction Inc. to perform repairs on my property located at:

_____ per the scope of repairs provided to my insurance company for claim #_____.

I further authorize my Insurance Company to release payment direct to Mark Scott Construction Inc. for the services that are performed in conjunction with the above insurance claim. Should the Insurance Company require direct payment to me, I hereby request that the name, Mark Scott Construction Inc., be added to the draft that will be sent to me in payment of said claim. I further understand that I am responsible for all costs not covered by Insurance and my deductible amount of \$_____ will be paid with the signing of this authorization to Mark Scott Construction, Inc.

I am in agreement with the following payment schedule in regard to this work contract:

10% of contract price upon commencement of work.

Upon 20% completion, a progress payment of 40% of the contract price shall be paid to Mark Scott Construction Inc.

Upon 70% completion, an additional 30% progress payment shall be paid to Mark Scott Construction Inc.

Upon final completion of the repairs to the above said property, the remaining balance, including any and all supplements are due and payable to Mark Scott Construction Inc.

Mark Scott Construction Inc reserves the right to prohibit re-entry into the above noted premises until all related construction costs are satisfied.

All Homeowner change orders shall be signed and paid for prior to commencement of work associated with the said change order.

I acknowledge the fact that Mark Scott Construction, Inc. will not be responsible for identification, testing, removal or abatement of any hazardous materials, including but not limited to the existence of mold, fungus, mildew or cellulose destroying organisms during the inspection, estimating or repair of any dwelling or property.

(THE 3 DAY RIGHT TO CANCEL HAS BEEN WAIVED)

Insured's Signature

Date

THE STATE OF CALIFORNIA REQUIRES ALL CONTRACTORS TO NOTIFY YOU OF THE CALIFORNIA LIEN LAW.

"UNDER THE MECHANICS' LIEN LAW (CALIFORNIA CODE OF CIVIL PROCEDURE, SECTION 1181 ET SEQ), ANY CONTRACTOR, SUBCONTRACTOR, LABORER, SUPPLIERS OR OTHER PERSON WHO HELPS TO IMPROVE YOUR PROPERTY BUT IS NOT PAID FOR HIS WORK OR SUPPLIES, HAS A RIGHT TO ENFORCE A CLAIM AGAINST YOUR PROPERTY. THIS MEANS THAT, AFTER A COURT HEARING, YOUR PROPERTY COULD BE SOLD BY A COURT OFFICER AND THE PROCEEDS OF THE SALE USED TO SATISFY THE INDEBTEDNESS. THIS CAN HAPPEN EVEN IF YOU HAVE PAID YOUR OWN CONTRACTOR IN FULL, IF THE SUBCONTRACTOR, LABORER, OR SUPPLIER REMAINS UNPAID."

CONTRACTORS ARE REQUIRED BY LAW TO BE LICENSED AND REGULATED BY THE CONTRACTORS' STATE LICENSE BOARD. ANY QUESTIONS CONCERNING THE RESPONSIBILITIES OF A CONTRACTOR MAY BE REFERRED TO THE REGISTRAR OF THE BOARD WHOSE ADDRESS IS: CONTRACTOR'S STATE LICENSE BOARD, 1020 "N" STREET, SACRAMENTO, CA 95814"

I hereby authorize Mark Scott Construction Inc to obtain a reasonable size-flooring sample to determine an appropriate replacement.

Insured's Signature

Date

DISPUTE RESOLUTION AND ATTORNEY'S FEES

Any controversy or claim arising out of or related to this Agreement shall be settled by binding arbitration. Judgment upon the award may be entered in any court having jurisdiction thereof. The prevailing party in any arbitration or legal proceedings relating to this Agreement shall be entitled to payment incurred with arbitration. This provision is in addition and can be used concurrently with all other lien rights provided to Contractor under California Law.

INSURED'S SIGNATURE

DATE