



Mr. Rooter of Monterey
P O Box 1088
Monterey, California 93942
CSLB licence# 783377
(831) 373-6100

Estimate 9760119
Job 9656059
Estimate Date 1/11/2021
Technicians KEVIN
PATRICK

Customer PO

Billing Address
Carmel Realty Company
P.O. Box Door C
Carmel, CA 93921 USA

Job Address
Carmel Realty Company
Torres 2 SE of 9th
carmel, CA 93921 USA

Estimate Details

Sewer replacement : Mr rooter will pull permit we will dig expose sewer line cut out sewer line install new sewer line new clean out new backwater valve pull inspection backfill compact soil remove dispose all debris

Task #	Description	Quantity	Your Price	Your Total
UG1440	Replace PVC sewer line	1.00	\$4,412.40	\$4,412.40
				Sub-Total \$4,412.40
				Tax \$0.00
				Total \$4,412.40

Thank you for your business.

IMPORTANT NOTICE: You and your contractor are responsible for meeting the terms and conditions of this contract. If you sign this contract and you fail to meet the terms and conditions of this contract, you may lose legal ownership rights to your home. **KNOW YOUR RIGHTS AND DUTIES UNDER THE LAW. YOU THE BUYER, MAY CANCEL THIS TRANSACTION AT ANY TIME PRIOR TO MIDNIGHT OF THE 3RD BUSINESS DAY AFTER THE DATE OF THIS TRANSACTION. SEE THE ATTACHED NOTICE OF CANCELLATION FORM FOR AN EXPLANATION OF THIS RIGHT.** I agree that initial price quoted prior to start of work does not include and additional or unforeseen tasks. Nor materials which may be found to be necessary to complete repairs or replacement. I also agree to hold Mr. Rooter or it's assigns harmless for parts deemed corroded, unusable or unreliable for completion of stated work to be done. I hereby authorize Mr. Rooter to perform proposed work and agree to all agreement conditions as displayed on the face and reverse sides of this document and further acknowledge that this invoice is due upon receipt. A monthly service charge, at maximum allowance by law, will be added after 10 days. Independently owned and operated franchise.

TERMS AND CONDITIONS

It is agreed that Mr. Rooter is not responsible for the following:

1. Damage caused to the customer's property as a result of obtaining access to and exposing plumbing and drainage systems.
2. Additional plumbing work beyond that specifically mentioned in this estimate and proposal including, but not limited to, that which may be required because of preexisting plumbing code violations or additional work revealed to be necessary as a result of performing the specified work.
3. Any repairs, installation, removal or replacement of non-plumbing items or activities including, but not limited to: concrete, paving, asphalt, slabs, sidewalks, driveways, patios, pools, shrubbery, grass laws, fences, electrical wiring and fixtures, painting, decorations, plastering, sheet rock and other wall coverings, glass, carpentry, millwork, cabinets, floors, carpeting, floor surfaces and preparation, roofing flashing, sheet metal gutters, downspouts, brick, stonework, extension walls, steel and other framework.
4. Damage caused to customer's plumbing system by sewer and drain cleaning equipment when such is caused by pre-existing defects in such plumbing systems.

Customer accepts full responsibility for the prompt payment of all costs of this agreement even though customer may intend to obtain reimbursement from others such as landlords, tenants, insurance companies, and tort feasers.

This proposal and said specifications shall not be altered or modified except by written agreement between the parties hereto and verbal understandings and agreements with representatives shall not be binding unless set forth herein.

LIMITED SERVICE WARRANTY

Mr. Rooter, the franchisee, warrants, to the extent stated therein, the plumbing repair service and drain cleaning services furnished by it. The stated period of warranty commences upon installation or repair of plumbing or upon cleaning of drains.

Purchaser understands that Mr. Rooter's, the franchisee, liability under this warranty is limited to repair, replacement, reclearing, or refund of purchaser's money and does not extend to property damage resulting from drains which become clogged or obstructed or from plumbing work which fails during the agreed upon warranty period.

This warranty gives you specific legal rights. You may also have other rights which vary from state to state.

NOTICE TO OWNER

THE LAW REQUIRES THAT THE CONTRACTOR SHALL SUBMIT A SWORN STATEMENT OF PERSONS FURNISHING MATERIALS AND LABOR BEFORE ANY PAYMENT IS REQUIRED TO BE MADE TO THE CONTRACTOR.

1. Do not sign the contract until you read it or if any spaces intended for the agreed terms, except as to unavailable information, are blank.
2. You are entitled to a copy of this contract at the time you sign it.
3. You may at any time pay off the full unpaid balance due under this contract, and in doing so you may receive a partial rebate of the service charge.
4. You may cancel this contract if it is solicited in person, and you sign it, at a place other than the seller's business address, by sending notice of cancellation by certified mail return receipt requested to the seller at his address which notice shall be postmarked no later than midnight of the third day (excluding Sundays and holidays) following your signing this contract. If you choose to cancel this contract, you must return or make available to the seller at the place of delivery any merchandise, in its original condition, received by you under this contract.

This contractor is registered to business in the state in which the work is performed. (See registration number on the front side of this contract.) Where required, this contractor has posted with the state all necessary bonds or cash deposits for the purpose of satisfying claims against the contractor for negligent or improper work or breach of contract in the conduct of the contractor's business. This bond or cash deposit may not be sufficient to cover a claim which might arise from the work done under your contract. If any supplier of materials used in your construction project or any employee of the contractor or subcontractor is not paid by the contractor or subcontractor on your job, your property may be liened to force payment. If you wish additional protection, you may request the contractor to provide you with the original "lien release" documents from each supplier or subcontractor on your project. The contractor is required to provide you with further information about lien release documents if you request it.

CALIFORNIA RESIDENTS ONLY 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.

This means that after a court hearing, your home, land, and property could be sold by a court officer and the proceeds of the sale used to satisfy what you owe. This can happen even if you have paid your contractor in full if the contractor's subcontractors, laborers, or suppliers remain unpaid.

To preserve their rights to file a claim or lien against your property, certain claimants such as subcontractors or material suppliers are each required to provide you with a document called a "Preliminary Notice." Contractors and laborers who contract with owners directly do not have to provide such notice since you are aware of their existence as an owner. A preliminary notice is not a lien against your property. Its purpose is to notify you of persons or entities that may have a right to file a lien against your property if they are not paid. In order to perfect their lien rights, a contractor, subcontractor, supplier or laborer must file a mechanics' lien with the county recorder which then becomes a recorded lien against your property. Generally, the maximum time allowed for filing a lien against your property is 90 days after substantial completion of your project.

TO INSURE EXTRA PROTECTION FOR YOURSELF AND YOUR PROPERTY, YOU MAY WISH TO TAKE ONE OR MORE OF THE FOLLOWING STEPS:

(1) Require that your contractor supply you with a payment and performance bond (not a license bond), which provides that the bonding company will either complete the project or pay damages up to the amount of the bond. This payment and performance bond will usually cost from 1 to 5 percent of the contract amount depending on the contractor's bonding ability. If a contractor cannot obtain such bonding, it may indicate his or her financial capacity.

(2) Require that payments be made directly to subcontractors and material suppliers involved in the project. Funding services may be available, for a fee, in your area which will establish voucher or other means of payment to your contractor. These services may also provide you with lien waivers and other forms of protection. Any joint control agreement should include the addendum approved by the registrar.

(3) Issue joint checks for payment, made out to both your contractor and subcontractors or material suppliers involved in the project. The joint checks should be made payable to the persons or entities which send preliminary notices to you. Those persons or entities have indicated that they may have lien rights on your property, therefore you need to protect yourself. This will help to insure that all persons due payment are actually paid.

(4) Upon making payment on any completed phase of the project, and before making any further payments, require your contractor to provide you with unconditional "Waiver and Release" forms signed by each material supplier, subcontractor and laborer involved in that portion of the work for which payment was made. The statutory lien releases are set forth in exact language in Section 3262 of the Civil Code. Most stationery stores will sell the "Waiver and Release" forms if your contractor does not have them. The material suppliers, subcontractors, and laborers working on your project, you may obtain a list from your contractor. On projects involving improvements to a single-family residence or a duplex owned by the individuals, the person signing these releases loses the right to file a mechanics' lien claim against your property. In other types of construction, this protection may still be important, but may not be as complete.

To protect yourself under this option, you must be certain that all material suppliers, subcontractors, and laborers have signed the "Waiver and Release" form. If a mechanics' lien has been filed against your property, it can only be voluntarily released by a recorded "Release of Mechanics' lien against your property unless the lawsuit to enforce the lien was not timely filed. You should not make any final payments until any and all such liens are removed. You should consult an attorney if a lien is filed against your property.

Credit Card Payment Authorization

Please pay total due amount. Thank you.

Print Name below as it appears on credit card

Payment Type _____	Credit Card # _____	EXP _____	CVC _____
Name on card _____	Signature _____		

Remit to:

Amount Due: \$4,412.40

PO Box 1088
Monterey, CA 93942 United States

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your construction project or any employee of the contractor or subcontractor is not paid by the contractor or subcontractor on your job, your property may be liened to force payment. If you wish additional protection, you may request the contractor to provide you with the original "lien release" documents from each supplier or subcontractor on your project. The contractor is required to provide you with further information about lien release documents if you request it. General information is also available from the licensing board in your state.

The specific telephone number and address of your governing agency can be found by calling 1-800-583-8003 or by writing Mr. Rooter Corporation, P.O. Box 3146 Waco, Texas 76707.

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This means that after a court hearing, your home, land, and property could be sold by a court officer and the proceeds of the sale used to satisfy what you owe. This can happen even if you have paid your contractor in full if the contractor's subcontractors, laborers, or suppliers remain unpaid.

To preserve their rights to file a claim or lien against your property, certain claimants such as subcontractors or material suppliers are each required to provide you with a document called a "Preliminary Notice." Contractors and laborers who contract with owners directly do not have to provide such notice since you are aware of their existence as an owner. A preliminary notice is not a lien against your property. Its purpose is to notify you of persons or entities that may have a right to file a lien against your property if they are not paid. In order to perfect their lien rights, a contractor, subcontractor, supplier, or laborer must file a mechanics' lien with the county recorder which then becomes a recorded lien against your property. Generally, the maximum time allowed for filing a mechanics' lien against your property is 90 days after substantial completion of your project.

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