**California Wildfire Mitigation Program**

**Home Hardening Program**

**Agreement for Wildfire Mitigation Services**

**HOME IMPROVEMENT CONTRACT**

**THE HOMEOWNER MAY SEND THE ATTACHED NOTICE OF CANCELLATION TO THE FOLLOWING ADDRESS** [Insert Contractor’s Address, and CSLB license Number].

This Agreement for Wildfire Mitigation Services (the “**Service** **Agreement**” or “**Agreement”**) is made and entered into on [Insert Date], 2024 (“**Effective Date**”), by and between the Shasta County Fire Safe Council (“**SCFSC**”), a private non-profit organized under the laws of California with principal offices in Redding, California, [Insert Mitigation Contractor Company Name] (“**Contractor**”), a for-profit corporation organized under the laws of California with principal offices in [Insert Contractor Address], California, and [Insert Homeowner Name(s)] (“**Homeowner**”), owner(s) or authorized agent(s) of the property located at [Insert Property Address] (the “**Home**”). SCFSC, Contractor, and Homeowner are referred to in this Service Agreement individually as a “Party” or collectively as the “Parties.” The Parties agree as follows:

# RECITALS

**WHEREAS**, SCFSC received a subgrant from the Federal Emergency Management Agency (“**FEMA**”), and the California Governor’s Office of Emergency Services (“**CalOES**”) to fund home hardening and defensible space actions in Shasta County as part of the California Wildfire Mitigation Program – Home Hardening Initiative. The California Wildfire Mitigation Program – Home Hardening Initiative funds home hardening activities that may include the creation of defensible space around primary residential buildings intended to increase resistance to wildfire heat, flames, and embers.

**WHEREAS**, SCFSC is not in the business of performing home hardening activities, and will not perform any home hardening activities on the Home but will fund home hardening activities using the subgrant provided by FEMA and CalOES, and ensure compliance with the conditions of the subgrant.

**WHEREAS**, Contractor, whose Contractors State License Board number is [INSERT CSLB NUMBER], is in the business of performing residential construction and debris removal of the sort required to complete the Scope of Work of this Service Agreement and is willing to provide such services for the Home. For the avoidance of doubt, Contractor and Contractor alone is providing contracting services to Homeowner directly.

**WHEREAS**, SCFSC entered into a Master Services Agreement with Contractor to perform the home hardening and defensible space actions at qualifying homes owned by property owners who seek such services from SCFSC.

**WHEREAS**, this Service Agreement serves as a task order to the Master Services Agreement between Contractor and SCFSC.

**WHEREAS**, Homeowner seeks home hardening services for the Home consistent with the Scope of Work of this Service Agreement from Contractor as coordinated by, and as part of the California Wildfire Mitigation Program – Home Hardening Initiative.

**WHEREAS**, the Homeowner acknowledges that home hardening activities performed by Contractor will not make the Home impervious to wildfire or related threats. Home hardening addresses the most vulnerable components of a home with building materials and installation techniques that increase resistance to heat, flames, and embers that accompany most wildfires. Homeowner acknowledges that the threat of wildfire damage to lives and property will remain even after successful completion of the Scope of Work of this Service Agreement.

**NOW, THEREFORE,** in consideration of the mutual understandings herein contained, the Parties, intending to be legally bound, agree as follows:

# AGREEMENT

1. **Contract Documents (List of Documents to be Incorporated into the Contract):** The contract between the Parties, embodying the entire agreement of the Parties, consists of this Service Agreement and referenced Exhibits; and any Change Orders to this Service Agreement. “Except for the Master Services Agreement between SCFSC and the Contractor, Contractor and Homeowner each represent that no other representations have been made by SCFSC (or its agents or employees) to Contractor or Homeowner except what has been reduced to writing in this Service Agreement. No other agreements, assurances, conditions, covenants (express or implied) or other terms of any kind, exist between the Parties regarding this Service Agreement.
2. This Service Agreement is a task order to the Master Services Agreement between SCFSC and Contractor, to which Homeowner is not a party. The Master Services Agreement remains in effect between SCFSC and Contractor.
3. **Scope of Work:** Subject to the terms of the Contract Documents, Contractor agrees to perform the Scope of Work as described in **Exhibit A – Scope of Work**. Contractor agrees to furnish all labor, materials, tools, equipment, permits, licenses, inspections, and services to complete the Scope of Work. Contractor has reviewed the Scope of Work and visually inspected the project site, and represents that the Scope of Work appears to be a complete project and in compliance with all applicable building codes and laws.

Contractor will perform work in a workmanlike manner, and in accordance with California Building Code Chapter 7A; California Residential Code; the Shasta County Local Building Code and Ordinances; California Public Resource Code 4291; Shasta County Code, Chapter 8.10 Defensible Space for Fire Protection; Shasta County Development Standards, Chapter 6 Fire Safety Standards; industry standards; and manufacturer specifications. All work will be completed consistent with the Requirements for Service and Best Management Practices (the “**Minimum Quality Standards**”) established by CalOES for the California Wildfire Mitigation Program – Home Hardening Initiative. Contractor and Homeowner acknowledge

that they have received a copy of the Minimum Quality Standards, and that they are incorporated by reference into the Scope of Work as if restated in full therein.

Any changes to or deviations from the Minimum Quality Standards are identified in the Attachment A. Should any requirement in the Minimum Quality Standards conflict with, or be less than any applicable building code, ordinance, industry standard or manufacturer specification, Contractor will perform the Scope of Work to the highest applicable standard or specification.

1. **Work Period (Approximate Start Date):** All Work will proceed in a timely manner without delays. No work shall commence by Contractor until Contractor has received a written Notice to Proceed from SCFSC. Work will begin within seven days after SCFSC issues the Notice to Proceed.
   1. Contractor will provide notice to SCFSC at least 24 hours before commencing work. SCFSC will forward the notice to Homeowner.
   2. Normal work hours are from 8:00 A.M. to 5:00 P.M., Monday through Friday. Any changes to the work hours must be agreed to by the Parties.
   3. **(Approximate Completion Date)** Substantial Completion shall be achieved within [INSERT NUMBER BETWEEN THIRTY AND SEVENTY] calendar days. "**Substantial Completion**” is the state in the progress of the work when the work is sufficiently complete in accordance with the Contract Documents so that the work can be occupied and utilized for its intended use. An additional fifteen calendar days shall be allowed for final completion including Deficiency Checklist items (up to five days for SCFSC/Homeowner inspection plus ten days to complete Deficiency Checklist items).
   4. **Contractor must complete the Scope of Work by [INSERT CALENDAR DATE THAT CORRESPONDS TO THE DATE CALCULATED IN c ABOVE].**
   5. Time extensions may only be approved via written Change Order signed by SCFSC and the Homeowner.
   6. Nesting Bird Surveys. SCFSC will coordinate nesting bird surveys for site work expected to be performed during migratory bird season (February 1– August 31). These surveys must be completed within seven days of work commencement. If site work stops for a period of seven days or more between February 1 and August 31, an additional nesting bird survey must be completed before work may resume. Contractor must notify SCFSC if site work stops for any reason so that a nesting bird survey can be coordinated before work resumes, if necessary.

SCFSC will fund the cost of the initial nesting bird survey and any other nesting bird surveys required for stoppage of work in excess of seven consecutive days due to an Act of God including weather. “Act of God” is a severe, unanticipated natural event for which

neither SCFSC, Contractor, nor the Homeowner, or Homeowner’s guests, invitees, heirs, administrators, agents, or representatives is directly responsible.

If Homeowner requires Contractor to stop work or creates conditions at the Home that require Contractor to stop work for more than seven consecutive days, Homeowner will fund the cost of the required nesting bird survey(s) to resume work. Similarly, if Contractor stops work for more than seven consecutive days without an Act of God or fault or request of Homeowner, Contractor will fund the cost of the required nesting bird survey(s) to resume work.

* 1. Unexpected Discoveries If human remains or unexpected items of historical or cultural significance are identified or unearthed, Contractor must cease work immediately within the vicinity of the discovery. Contractor must notify SCFSC so that appropriate consultations may occur. To assist Contractor in identifying and avoiding areas of cultural or historic significance, and protected environmental areas, SCFSC will provide Contractor a copy of the FEMA Record of Environmental Consideration (“**REC**”). The REC typically includes areas of environmental and historic concern as well as applicable preservation requirements.

1. **Agreement Amount (Contract Price):** SCFSC shall pay Contractor on behalf of the Homeowner for the performance of the Scope of Work, including all labor and material costs, subject to additions and deductions approved by Change Orders, the firm fixed price of [INSERT PRICE] (the “**Agreement Amount**”).
2. **Homeowner’s Financial Responsibility:** Homeowner is responsible for one of the following (*as identified by the initials of both Homeowner and SCFSC*):

\_\_\_\_\_\_\_/\_\_\_\_\_\_\_Homeowner is responsible for ten (10%) percent of the Agreement

Amount.

\_\_\_\_\_\_\_/\_\_\_\_\_\_\_Homeowner is responsible for twenty-five (25%) percent of the Agreement Amount.

\_\_\_\_\_\_\_/\_\_\_\_\_\_\_Homeowner is responsible for zero (0%) percent of the Agreement Amount.

1. **Homeowner’s Payment**: Homeowner will pay the full amount of Homeowner’s Financial Responsibility in the form of a check or money order, made payable to Shasta County Fire Safe Council upon Homeowner’s execution of this Service Agreement and, if applicable, within five days of the last signature on any Change Order resulting in a cost increase to Homeowner.

A Notice to Proceed will not be issued until the Homeowner’s cost share has been received in the full amount of Homeowner’s financial responsibility. In the event of a cost underrun or a Change Order that reduces total project costs, SCFSC will issue payment to the Homeowner for the portion due back to the Homeowner within five days of Homeowner’s final acceptance of the work.

1. **Change Orders:** This Service Agreement, including the Scope of Work, may only be modified, amended, waived, or altered by written Change Order signed by SCFSC, Contractor, and Homeowner. Change Orders become part of the Service Agreement once the Change Order is prepared in writing and signed by the Parties prior to the commencement of work covered by the new Change Order. The Change Order must describe the scope of the extra work or change, the cost to be added or subtracted from the Agreement Amount, and any effect on the schedule. Except in an emergency endangering life or property, Change Orders must be signed by all Parties before the change is performed. Change Orders may require cost reasonableness evaluations and environmental and historic preservation review by FEMA before SCFSC may sign. Any effort by Homeowner and/or Contractor to modify, amend, waive, or alter any of the terms of this Service Agreement without the written consent of SCFSC shall have no force or effect, and may be deemed by SCFSC to constitute a default under the terms of this Agreement. As a notice to Homeowner, and not as a limitation on the contractual requirements above: Contractor’s failure to comply with the requirements of this paragraph does not preclude the recovery of compensation for work performed based upon legal or equitable remedies designed to prevent unjust enrichment.

Notwithstanding the foregoing, the Parties acknowledge that SCFSC has the unilateral authority to stop, suspend, or reduce any unperformed portion of the Scope of Work for any reason, including but not limited to Contractor default. If SCFSC unilaterally reduces the Scope of Work, SCFSC will document the reduced scope, time impact, and corresponding change to the Agreement Amount in a written Unilateral Change Order. Homeowner and Contractor may sign the Unilateral Change Order to acknowledge the change, but only SCFSC’s signature is required for a Unilateral Change Order to take effect.

No extra costs will be paid to Contractor when Contractor has neglected to properly evaluate the extent of the Scope of Work prior to signing this Service Agreement.

1. **Defects or Deficiencies**: SCFSC and Homeowner will inspect the work within five days of Contractor’s Notice of Substantial Completion of the Scope of Work. Any defects or deficiencies in materials or workmanship that are deemed by SCFSC as needing immediate correction will be documented in a Deficiency Checklist and addressed by the Contractor within ten days of receiving the Deficiency Checklist from SCFSC. If SCFSC and Homeowner identify no defects or deficiencies, SCFSC and Homeowner will accept the work by documenting “no defects or deficiencies” on the Deficiency Checklist, or “defects or deficiencies corrected” on the Deficiency Checklist, together with the date of acceptance. Inspections by SCFSC and Homeowner do not relieve Contractor of its responsibilities to complete the Scope of Work consistent with all the requirements of this Service Agreement.
2. **Damage**: All injury, or loss to any property caused, directly or indirectly, in whole or in part, by Contractor including its subcontractors or anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, shall be remedied by Contractor by restoring the property to an acceptable condition as directed by SCFSC. Contractor has reviewed the Scope of Work and project site, and intends to access the work without damaging nearby landscaping or any property of Homeowner. **No additional compensation shall be made to Contractor for site restoration.** Homeowner’s remedy shall be limited to specific performance by Contractor to repair the damage. Contractor's duties and responsibilities for the safety and protection of the work shall continue until such time as the work is completed and accepted by SCFSC and Homeowner.

**Wildfire damage to the Home or wildfire damages to individuals or animals at the Home is not the responsibility of SCFSC or Contractor, whether the wildfire occurs before or during Contractor’s performance of the Scope of Work, or after the work is completed and accepted.**

1. **Invoices & Payments:** Contractor will send SCFSC a notice of Substantial Completion together with photographic documentation of the work performed, copies of applicable permits and inspection approvals for work performed, receipts from refuse centers, any applicable conditional final lien releases, and an invoice (which shall not be marked “FINAL”) meeting the requirements of the Master Services Agreement.

Within five days of receipt of the notice of Substantial Completion, SCFSC and Homeowner will verify that Contractor completed the Scope of Work to the satisfaction of SCFSC and Homeowner.

SCFSC will provide the Contractor with a Deficiency Checklist of any items identified during the physical inspection which need to be addressed before final acceptance of the work. The Contractor shall have ten days to resolve the items on the Deficiency Checklist and send photo documentation of the completed work, together with any applicable inspection documentation. SCFSC and Homeowner will then re-verify that Contractor completed the Scope of Work to the satisfaction of the SCFSC and Homeowner. If no defects or deficiencies are identified on the first or on subsequent inspections, SCFSC and Homeowner will document “no defects or deficiencies” on the Deficiency Checklist, or “defects or deficiencies corrected” on the Deficiency Checklist, together with the date corrections were completed.

Contractor may then submit its invoice marked “FINAL”, together with the completed Deficiency Checklist, to [shasta.fsc@shastafiresafe.org](mailto:shasta.fsc@shastafiresafe.org) Contractor will also provide conditional final lien releases, consistent with Cal. Civ. Code § 8136, from all applicable subcontractors and suppliers.

Upon proper submission of an invoice, SCFSC will pay Contractor the invoiced amount (which shall never exceed the Agreement Amount), within thirty days of SCFSC’s receipt of Contractor’s accurate and complete Final Invoice, subtracting any offsets that SCFSC believes, in its sole discretion, are necessary to fully protect SCFSC from loss or damages, including, without limitation, damages that SCFSC determines were caused by Contractor under other contracts involving SCFSC, or any civil assessments made by the Labor Commissioner. See the section titled “No Interference” for more information on Homeowner’s responsibilities with respect to inspection and acceptance of Contractor’s work.

1. **Term:** This Service Agreement is effective as of the Effective Date and, subject to indemnity obligations of the Parties, Contractor’s continuing Warranties and Homeowners Maintenance and

Care responsibilities which shall survive after expiration, expires on January 10, 2026 (the “Expiration Date”).

1. **Termination for Convenience.** SCFSC may order Contractor to stop work or to suspend any work at any time, with or without reason. This Service Agreement may be terminated at any time by mutual written consent of the Parties. SCFSC may unilaterally terminate its obligations under this Service Agreement at its discretion, with or without a request by Homeowner, at any time by written notice to Contractor and Homeowner.

Upon receiving notice of termination, Contractor will, unless the notice directs otherwise, prepare to discontinue all work under this Service Agreement effective the termination date. Such preparatory actions include placing no further subcontracts or orders, terminating all subcontracts to the extent they relate to the work terminated, and unless notified to the contrary by SCFSC, cancelling existing orders to the extent they relate to the work terminated. Within thirty days of the termination date, Contractor shall submit a final invoice to SCFSC marked “FINAL” together with the supporting documentation required in the “Invoices & Payments” section above, showing in detail the work performed under this Service Agreement up to the termination date. SCFSC and Homeowner will verify the work performed against the invoice. SCFSC will make payment within thirty days of receipt of a correct invoice with supporting documentation and all required conditional lien releases.

In the event of termination, Contractor will release all work produced under this Service Agreement to Homeowner.

SCFSC may terminate this Service Agreement for any reason upon written notice to the other Parties. Upon termination, SCFSC will have no further obligations to Homeowner. Upon conclusion of any work and payment to Contractor, SCFSC will return a pro-rata share, based upon a percentage of the total costs expended, of any remaining funds contributed by Homeowner under Section 5 of this Service Agreement (“Homeowner’s Financial Responsibility”). Under no circumstances will any Party owe any interest or finance charges to any other.

1. **Termination of Homeowner for Cause:** Contractor and Homeowner agree that SCFSC reserves the right to immediately cancel, either in whole or in part, any portion of this Service Agreement due to Homeowner’s failure to carry out any obligation, term, or condition of this Agreement. If terminating for cause, SCFSC will issue a written notice of default effective immediately and not deferred by any interval of time.

The Parties acknowledge that a default by Homeowner shall be any act or failure to act on the part of Homeowner including, but not limited to, any of the following:

* 1. Homeowner fails to make payment as required under this Service Agreement.
  2. Homeowner fails to timely provide access to the work or fails to timely inspect the work.
  3. Homeowner breaches any other provision of this Service Agreement, whether or not in this Termination for Cause section.
  4. Homeowner sells or transfers ownership of the Home before:
     1. Contractor completes the full Scope of Work; and
     2. SCFSC and Homeowner accept the full Scope of Work.

Upon receiving notice of its termination, Contractor will prepare to discontinue all work under this Service Agreement effective on the termination date. Such preparatory actions include placing no further subcontracts or orders, terminating all subcontracts to the extent they relate to the work terminated, and unless notified to the contrary by SCFSC, cancelling existing orders to the extent they relate to the work terminated. Within thirty days of the termination date, Contractor shall submit a final invoice to SCFSC marked “FINAL” together with the supporting documentation required in the “Invoices & Payments” section above, showing in detail the work performed under this Service Agreement up to the termination date. SCFSC will have no obligation to make payment until it has fully calculated the damages caused by Contractor’s default.

In the event of termination, Contractor will release all work produced under this Service Agreement to Homeowner.

If this Service Agreement is terminated for cause due to default by Homeowner, Homeowner will be liable for all costs resulting from the termination of the Agreement; will abandon, forego, or otherwise relinquish any Homeowner Financial Responsibility Payment made pursuant to Section 5 of this Agreement; and Contractor will be terminated for convenience as described above.

1. **Termination of Contractor for Cause:** Contractor and Homeowner agree that SCFSC reserves the right to immediately cancel, either in whole or in part, any portion of this Service Agreement due to Contractor’s failure to carry out any obligation, term, or condition of this Agreement. If terminating for cause, SCFSC will issue a written notice of default effective immediately and not deferred by any interval of time.

The Parties acknowledge that a default by Contractor shall be any act or failure to act on the part of Contractor including, but not limited to, any of the following:

1. Contractor fails to adequately perform the services set forth in the Scope of Work (**Exhibit A**).
2. Contractor provides material that does not meet the specifications of this Service Agreement as described in the Scope of Work.
3. Contractor fails to complete the work required within the time stipulated in this Service Agreement; Contractor fails to make progress in the performance of this Service Agreement and/or gives the SCFSC reason to believe that Contractor will not or cannot perform to the requirements of this Service Agreement.
4. Contractor submits false invoices or data.
5. In SCFSC’s sole discretion, termination is necessary to protect the health and safety of individuals.
6. Contractor breaches any other provision of this Service Agreement, whether or not in this Termination for Cause section.
7. Contractor becomes or is declared insolvent or bankrupt, or is the subject of any proceedings relating to its liquidation or insolvency or has a receiver or similar officer appointed for it, has a receiver of its assets or property appointed or makes an assignment for the benefit of all or substantially all of its creditors, institutes or causes to be instituted any proceeding in bankruptcy or reorganization or rearrangement of its affairs, enters into an agreement for the composition, extension, or adjustment of all or substantially all of its obligations.
8. **Remedies**.
9. If this Service Agreement is terminated for convenience, SCFSC will compensate the Contractor for all authorized work satisfactorily and responsibly completed through the termination date. TERMINATION OF THIS SERVICE AGREEMENT AND RECEIPT OF PAYMENT FOR SERVICES RENDERED, ARE CONTRACTOR’S ONLY REMEDIES FOR A TERMINATION FOR CONVENIENCE. A TERMINATION FOR CONVENIENCE DOES NOT CONSTITUTE A DEFAULT OR BREACH OF THIS SERVICE AGREEMENT. CONTRACTOR WAIVES ANY CLAIM (OTHER THAN ITS CLAIM FOR PAYMENT AS SPECIFIED IN THIS SECTION), IT MAY HAVE NOW OR IN THE FUTURE FOR FINANCIAL LOSSES OR OTHER DAMAGES RESULTING FROM A TERMINATION FOR CONVENIENCE.
10. Termination for convenience by SCFSC or Homeowner will not terminate Homeowner’s share of Financial Responsibility. However, the Scope of Work must be completed for SCFSC to receive grant reimbursement. A termination for convenience by Homeowner will prevent this from occurring. Therefore, **in the event this Service Agreement is terminated for convenience by SCFSC at the request of Homeowner after Contractor begins work, Homeowner will reimburse SCFSC 100% of SCFSC’s financial responsibility to Contractor, subject to the limitations of paragraph 14.a, above.**
11. If this Service Agreement is terminated for cause, Homeowner may take possession of all materials, tools, and appliances, thereon and finish the work by whatever method Homeowner and SCFSC, acting jointly, may deem expedient. In such cases, the Contractor shall only be entitled to receive payment for work satisfactorily completed prior to the termination date, subject to any setoffs due SCFSC for reimbursement of damages incurred, including the cost to complete. If the expense incurred by SCFSC to finish the work exceeds the unpaid balance on this Contract, the Contractor shall pay the difference to SCFSC within thirty days of a demand from SCFSC. If SCFSC makes a determination pursuant to this Service Agreement to hold the Contractor in default and terminate this Agreement for cause and it is subsequently determined by SCFSC itself or through the dispute resolution process that SCFSC’s default determination was improper, then any such termination shall be deemed for all purposes as a termination for convenience. The Contractor agrees that it shall be entitled to no damages, allowances, or expenses of any kind other than as provided in this Agreement in connection with such termination, and does expressly waive, in the event of termination, any and all claims for consequential damages, loss of bonding capacity, destruction of business, unabsorbed home office overhead, lost profit and the like.

Termination for cause due to Contractor default will not terminate Homeowner’s Financial Responsibility. In the event this Agreement is terminated for cause due to Contractor default, to the extent payment to Contractor is warranted, **SCFSC and Homeowner will continue to share financial responsibility as set forth in Section 5.**

1. If this Service Agreement is terminated for cause or convenience, the Parties will use Contractor’s itemized Quote to determine the amounts owed for work successfully performed.
2. If any work performed by Contractor fails to meet the requirements of this Service Agreement, any other applicable standards, codes, or laws, or otherwise breaches the terms of the Contract Documents, SCFSC, may in its sole discretion:
   1. Elect to have the Contractor re-perform or cause to be re-performed at Contractor’s sole expense, any of the work which failed to meet the requirements of this Service Agreement;
   2. hire another contractor to perform the work and deduct any additional costs incurred by SCFSC as a result of substituting contractors from any amounts due to Contractor; or
   3. pursue and obtain any and all other available legal or equitable remedies.

Should Homeowner object to the determination of SCFSC in the paragraph above, Homeowner will be responsible for all costs of completing the work.

1. **Environmental and Historic Preservation and Permits**:
2. From the Effective Date of this Service Agreement through final acceptance of site work, **Homeowner must notify SCFSC *before* performing any ignition-resistance construction retrofits or defensible space work at the Home.** SCFSC will determine if any of the measures to be carried out by the Homeowner exceed property conditions established by FEMA for the California Wildfire Mitigation Program. If the work the Homeowner would like to perform does exceed FEMA’s property conditions, SCFSC will obtain any FEMA environmental reviews and approvals which may be required. Upon final acceptance of the Scope of Work covered under this Service Agreement, the point of

connection for environmental considerations will end, as will Homeowner’s notice requirement (i.e. the point of connection does not extend into Homeowner’s maintenance period).

1. Contractor will promptly secure all necessary licenses, permits, inspections and approvals required to perform the Scope of Work before beginning work and will allow inspections of all work by SCFSC, CalOES, FEMA, and required inspection and permitting entities.
2. Contractor will be onsite at all inspections.
3. Contractor will pay for and post on site all permits necessary to complete the project.
4. See the “Work Period” section above regarding Nesting Bird Surveys.

1. If any Historic, Native American, and/or Archeological artifacts are unearthed during construction, all work must be halted immediately, and Contractor must notify SCFSC. See Section the “Work Period” section above regarding Unexpected Discoveries.
2. Exterior work will be performed using hand-held tools, chainsaws, and/or small rubber-tired, non-tracked equipment such as a wheelbarrow. Treatment areas must be accessed from existing roads and driveway, and equipment will be staged on improved surfaces. The Scope of Work will be performed without digging or other ground disturbance. Treatment areas must maintain a 150 feet buffer from bodies of water. [MODIFY THIS PARAGRAPH IF UNTRUE DUE TO ENVIRONMENTAL PERMIT AUTHORIZATION/EXEMPTION OR TO ADD ANY REQUIREMENTS IMPOSED BY ENVIRONMENTAL PERMIT AUTHORIZATION/EXEMPTION FOR THIS PARTICULAR HOME.]
3. **Jobsite and Personnel Rules**
4. All construction equipment, stored materials and equipment, and the operations of workers shall be contained to only those areas prescribed by SCFSC. Contractor is responsible for the secure storage of all equipment and materials. The Homeowner and SCFSC will not be held liable for any losses or damages sustained during the construction project. The Contractor will not store equipment and materials on site that are not used for the work described in the contract/work order for the Home. During the progress of the Work, Contractor will keep the premises free from accumulation of waste materials, rubbish, and other debris resulting from the work. At the completion of the work, Contractor will remove all waste materials, rubbish, and debris from and about the Home, as well as all tools, appliances, construction equipment and machinery, and surplus materials, and shall leave the site clean and ready for occupancy by Homeowner. The Contractor will restore to their original conditions those portions of the site not designated for alteration. Contractor shall restore areas disturbed by construction measures to original condition. Contractor is responsible for any damages as a result of performing the Scope of Work. Contractor will repair or replace all damaged property.
5. Contractor will recycle 65% of all debris and provide SCFSC all receipts from refuse centers.
6. Contractor will provide toilet facilities for the use of its employees and subcontractors.
7. When applicable, Contractor will provide plastic dust barrier to renovated areas to minimize dust and use drop cloths to protect flooring and furniture. Contractor will vacuum indoors and leave outdoor areas clean of construction debris.
8. Personnel: Contractor must use competent employees and subcontractors in performing work. At the request of SCFSC, Contractor shall replace any incompetent, abusive and/or disorderly person in Contractor’s employment or at the work site as a subcontractor to Contractor. SCFSC and Contractor shall each be promptly notified by the other of any complaints received.
9. Alcohol/Drug Use/ Smoking: Contractor agrees that the use and/or possession of alcohol or drugs on a work site is strictly prohibited. This is defined as either coming to the work site under the influence or the use of alcohol/drugs on the work site. Smoking is prohibited at the work site. Contractor agrees to inform its subcontractors and employees of this prohibition. This prohibition must be enforced at all times including lunch, and before and after working hours on the site. Violation of this prohibition by Contractor, its employees, or subcontractors, is ground for immediate termination of this Service Agreement for cause.
10. Company Identification: All Contractor and subcontractors’ vehicles must have their company names located on the sides and all personnel must possess company identification or wear company attire while performing the Scope of Work.
11. Working Hours: Normal work hours are from 8:00 A.M. to 5:00 P.M., Monday through Friday. Any changes in the work hours must be agreed to by SCFSC, Homeowner, and Contractor.
12. Signage: Contractor shall not display any signs, posters, or other advertising matter in, on, or around the Home without the specific approval in writing by SCFSC and Homeowner.
13. Permits: Contractor must promptly secure all necessary licenses, permits, inspections and approvals necessary to begin the Scope of Work before beginning work and allow all inspections of all work by authorized personnel, including SCFSC, Cal OES, and FEMA and required inspection and permitting entities. Contractor will be on site at all inspections. Contractor shall pay for and post on site all permits and licenses necessary to complete the Scope of Work.
14. **Independent Contractor:** It is understood that Contractor is acting in the capacity of an “Independent Contractor” with respect to SCFSC and Homeowner in the performance of this Service Agreement and not as an agent, employee, partner, joint venture, or associate of either Homeowner or SCFSC. Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures utilized by Contractor in the full performance of this Service Agreement. Similarly, SCFSC is not an agent, employee, partner, joint venture, or associate of Homeowner or Contractor. The Parties have no authority to contract for one another. Other than as expressly stated herein, the Parties have no authority to bind or to commit any other Party to any agreement of any kind or to assume any liabilities of any nature in the name of or on behalf of any other Party.
15. **Subcontracts:** To the extent that this Service Agreement including but not limited to **Exhibit A** references “Contractor”, the term shall be interpreted to include Contractor’s subcontractors.Contractor shall take the appropriate steps to ensure that all subcontractors are bound by all the terms and conditions of this Service Agreement insofar as it applies to their work. This shall not relieve Contractor from the responsibility to Homeowner and SCFSC for completion of the Scope of Work, and Contractor shall not be released from responsibility by any sub-contractual agreement Contractor makes with others.

Contractor shall furnish in writing to SCFSC a list of any subcontractors proposed to complete the Scope of Work within seven days of the Notice to Proceed.

If the work requires licensure, Contractor will ensure that all subcontractors are licensed to perform the work they are hired to perform.

1. **Licenses and Safety**: Contractor and any subcontractors must possess and maintain current licenses required by the State of California and Shasta County in the trades for which they are perform work under this Service Agreement. Contractor must comply with all applicable laws, ordinances, rules, regulations, and orders of any public body having jurisdiction over the safety of persons or property, or to protect them from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection.

Contractor acknowledges and agrees that:

1. Contractor must hold a current license as a General “B” (Residential Builder), “B-2” (Residential Remodeler), HIC (Home Improvement Contractor), C-47-(General Manufactured Housing Contractor) and/or C-61 (Limited Specialty) in California;
2. Roofers must hold a current license as a D-39 in California;
3. Defensible Space Contractors must hold a current license as a D-49 (Tree Service) and/or C-27 (Landscaping Construction) in California; and
4. Contractor and any subcontractors must possess a current business license where required by local law.

Contractor will always have a competent job superintendent on the worksite while work is in progress. The superintendent will be Contractor’s representative at the worksite.

1. **Damage**: All injury or loss to any property caused, directly or indirectly, in whole or in part, by Contractor, including its subcontractors, or anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, shall be remedied by Contractor by restoring the property to an acceptable condition as directed by SCFSC. No additional compensation shall be made to Contractor for site restoration. Contractor's duties and responsibilities for the safety and protection of the work shall continue until such time as the work is completed and accepted by SCFSC and Homeowner.

**Homeowner agrees that SCFSC and Contractor cannot and do not guarantee the Home its occupants or visitors against damage, injury, or loss of life due to wildfire whether the wildfire occurs before, during, or after Contractor begins the Scope of Work.**

**Homeowner acknowledges that home hardening services performed under this Service Agreement will not prevent wildfire and will not make the Home or the Homeowner’s property impervious to wildfire. Homeowner further acknowledges that wildfire may still damage or destroy the Home and injure or kill persons or animals even after the Scope of Work is completed and accepted by SCFSC and Homeowner.**

1. **Communication**: All communication between the Contractor and Homeowner shall be conducted through the SCFSC, ensuring that all three Parties have a copy of any such communication. If the Contractor has questions or clarifications that need to be made with respect to this Service Agreement, the Contractor shall contact SCFSC, copying Homeowner to discuss the issues that need clarification. Written correspondence should be in email form addressed to the SCFSC Construction Manager. Whenever practical, the use of email is preferred form of communication for the project correspondence, and it is recommended that all verbal communications regarding design or contract related issues be followed up with a confirmatory email. Contractor must respond to any phone, verbal, or electronic communication from SCFSC by the close of business the next business day. To communicate with SCFSC, contact [INSERT POC NAME] at [INSERT EMAIL] or [INSERT PHONE]. Email communication is preferred.

Notices, including but not limited to notices of termination will be transmitted to Homeowner at: [INSERT HOMEOWNER NAME AND CONTACT INFO.]

Contractor at: [INSERT CONTRACTOR NAME AND CONTACT INFO.]

1. **Insurance**: Contactor carries commercial general liability insurance written by [name insurance company]. You may call [The Insurance Company] at [phone number of Insurance Company] to check the contractor’s insurance coverage. In addition, this contractor carries worker’s compensation insurance for all employees.
2. **Suspension & Debarment**: This Service Agreement will be funded in whole or in part with Federal grant funds. Presidential Executive Orders 12549 and 12689 and the regulations in 2 CFR part 180 restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs or activities. By signing this Service Agreement, Homeowner, SCFSC, and Contractor certify that they are not suspended, debarred, or otherwise ineligible to participate in this Agreement. Contractor further certifies that it will not subcontract with people or entities that are suspended, debarred, or otherwise ineligible to participate in this Service Agreement. The Parties can verify their status and the status of others at www.sam.gov and www.dir.ca.gov.
3. **Prevailing Wage Requirements (Home Hardening/Construction):** The provisions of Cal. Lab Code § 1720-1861 apply to all construction task orders as it is considered a public work. Contractor must be registered with the Department of Industrial Relations as required by Lab. Code § 1725.5(a)(1)(A). This Service Agreement is subject to compliance and enforcement by the Department of Industrial Relations. Contractor is required to post job site notices as required by regulation. Contractor will be required to pay prevailing wages and meet apprenticeship training requirements as described in Labor Code § 1777.5 of the labor code. SCFSC has provided the current prevailing wage rates for the location of the work as **Exhibit E** to this Service Agreement. Contractor represents that it needs no further information from SCFSC to fulfill the requirements of the labor code as they are related to public works.
4. **Warranty**: Contractor shall correct any work that fails to conform to the Contract Documents and shall correct such defects due to faulty materials, equipment, or workmanship which appear during the progress of the work or within a period of one year from the date of final inspection and acceptance by Homeowner and SCFSC or such longer periods of time as may be specified by law. Contractor shall acknowledge any warranty requests by responding in writing within three days and will diligently begin any warranty work within two weeks of receipt of a written request for warranty repair. Prior to final acceptance, Contractor will provide Homeowner with available manufacturers and suppliers’ written guarantees and warranties covering materials and equipment furnished under this Service Agreement, though these do not relieve Contractor of its independent warranty obligations. This provision shall survive termination and the Term of this Service Agreement.
5. **Emergencies**: In an emergency affecting the safety of life or property, Contractor, without special instruction or authorization from SCFSC or Homeowner, is hereby permitted, authorized, and directed to act at its own discretion to prevent threatened loss or injury. Contractor will file with SCFSC the names, addresses and telephone numbers of their representatives who can be contacted at any time in case of emergency. Contractor representatives are fully authorized and equipped to correct unsafe conditions on short notice.
6. **Indemnity Obligations of Contractor**:
7. All operations, work and other activities permitted, required, or otherwise provided for in this Service Agreement shall be at the risk of Contractor exclusively.
8. To the fullest extent permitted by law, Contractor shall, at its sole cost and expense, indemnify, defend, protect, release, and hold SCFSC, the State of California (including, CalOES), FEMA, and their respective officers, directors, shareholders, representatives, independent contractors, partners, members, managers, trustees, beneficiaries, agents, Homeowner, and employees (collectively, the "Indemnified Parties"), free and harmless from and against any and all claims, demands, liabilities, damages, causes of action (whether in tort or contract, law or equity, or otherwise), judgments, suits, proceedings, fines, penalties, loss, costs or expense (including attorneys' fees and court costs) (collectively, "Claims") arising out of, or in any way connected with or relating (directly or indirectly, in whole or in part) to, or alleging damage caused in whole or in part by:
   * 1. any act, omission, willful misconduct, or negligence, whether active or passive, of Contractor or any of its agents, employees, independent contractors, or subcontractors;
     2. the performance of this Service Agreement and/or any services or other work, operations or activities provided for in this Agreement, whether by Contractor, any agent, employee, independent contractor or subcontractor of Contractor, or any third person or entity, or
     3. any breach by Contractor of any of its covenants, agreements, representations or warranties under this Service Agreement.
9. Contractor’s obligations to indemnify and defend the Indemnified Parties extend to and include, without limitation, Claims for:
10. injury to any person (including death at any time resulting from that injury);
11. loss of, injury or damage to, or destruction of property (including all loss of use resulting from that loss, injury, damage, or destruction);
12. fines or penalties asserted or imposed on any Indemnified Party for violation of any law, rule, or regulation;
13. Any loss, injury, or damage arising out of or related to wildfire damage that occurs to the property covered by this Service Agreement, and
14. all economic losses and consequential or resulting damages of any kind.
15. Contractor’s obligations to indemnify and defend the Indemnified Parties hereunder shall apply even if Contractor was itself not negligent or otherwise at fault. Contractor’s obligations to indemnify and defend the Indemnified Parties shall also apply regardless of the active or passive negligence of any Indemnified Party, and regardless of whether liability without fault or strict liability is imposed or sought to be imposed on any Indemnified Party. However, notwithstanding anything in this Section to the contrary, Contractor’s obligation to indemnify an Indemnified Party shall not apply to the extent that a final judgment of a court of competent jurisdiction establishes that a Claim against that Indemnified Party was proximately caused by the sole and exclusive negligence or willful misconduct of that Indemnified Party, or its agents, servants, or independent contractors who are directly responsible to it. Neither Contractor, nor any agent, servant, employee, independent contractor, or subcontractor of Contractor, shall be deemed to be an agent, servant, employee, or independent contractor of any Indemnified Party for purposes of the preceding sentence. In the event any Indemnified Party is not entitled to indemnification from Contractor pursuant to the preceding two sentences, Contractor’s obligation to indemnify shall remain valid for all other Indemnified Parties.
16. Contractor's duty to defend the Indemnified Parties is separate and independent of Contractor's duty to indemnify the Indemnified Parties, and extends to all Claims alleging damage caused in whole or in part by any of the acts, omissions or events described in subsections (b) and (c), above. The duty to defend shall apply regardless of whether the issues of negligence, liability, fault, default, or other obligation on the part of any Indemnified Party, Contractor, any agent, employee, independent contractor or subcontractor of Contractor, or any other person or entity have been determined. The duty to defend applies immediately, regardless of whether Indemnified Parties have paid any sums or incurred any detriment arising out of or relating (directly or indirectly) to any Claims. In the event any Claim is made against an Indemnified Party that may be within the scope of the indemnity provision of this section, the Indemnified Party will attempt to provide notice of the Claim to Contractor within a reasonable time after learning of the Claim, and thereafter will reasonably cooperate with Contractor in the defense of such Claim; provided that any failure to provide notice will not affect Contractor's indemnity obligations except to the extent Contractor is materially prejudiced by the failure.
17. Contractor will be entitled to select counsel and control the defense of all indemnified Claims, subject to the Indemnified Party's approval, which will not be unreasonably withheld. The Indemnified Parties will be entitled to participate in their defense. If Contractor fails to promptly hire legal counsel and assume the defense of any Claim after receiving notice thereof from an Indemnified Party, then the Indemnified Party (acting directly or through SCFSC) will have the right, but not the obligation, to hire legal counsel to carry out the defense. In that event, Contractor shall reimburse the Indemnified Party (or SCFSC if it hired legal counsel) for the costs of such defense within ten days after written demand from the Indemnified Party. The foregoing right to hire legal counsel and assume the defense of any Claim may be exercised by SCFSC on behalf of an Indemnified Party who is not SCFSC (with such Indemnified Party’s consent), in which event, SCFSC shall be entitled to reimbursement of the costs thereof from Contractor.
18. Contractor’s obligation to indemnify and defend Indemnified Parties pursuant to this section shall not be construed or interpreted in any way as restricting, limiting, or modifying Contractor’s insurance or other obligations under this Service Agreement, and is independent of Contractor’s insurance and other obligations. Contractor’s compliance with the insurance requirements and other obligations under this Service Agreement shall not in any way restrict, limit, or modify Contractor’s indemnity and defense obligations under this section.
19. The provisions of this section shall survive the completion of all services and until all Claims of or against Indemnified Parties involving any of the indemnified matters are fully, finally, and absolutely barred by the applicable statutes of limitations.
20. This indemnity and release operate as a release of both known and unknown claims. Contractor recognizes that this indemnity and release covers both known and unknown claims. Contractor acknowledges that it is familiar with Section 1542 of the California Civil Code, which provides:

**A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or hIS settlement with the debtor or released party.**

Contractor expressly waives and relinquishes any and all rights and benefits which he may have under, or which may be conferred on him by the provisions of Section 1542 of the California Civil Code, as well as under any other state or federal statute or common law principle of similar effect, to the fullest extent that he may lawfully waive such rights or benefits pertaining to the released matters. Contractor assumes the risk that a claim for wildfire damage may be brought against SCFSC, and that Contractor will be responsible for indemnifying the Indemnified Parties and defending the claim.

1. **Indemnity Obligations of Homeowner**:
2. To the extent not already included in Contractor’s Indemnity and defense obligations described above, or to the extent that Contractor fails or refuses to meet its indemnity and defense obligations described above, to the fullest extent permitted by law, Homeowner shall, at its sole cost and expense, indemnify, defend, protect, release, and hold SCFSC, the State of California (including, CalOES), FEMA, and their respective officers, directors, shareholders, partners, members, managers, representative, independent contractors, trustees, beneficiaries, agents, and employees (collectively, the "Indemnified Parties"), free and harmless from and against any and all claims, demands, liabilities, damages, causes of action (whether in tort or contract, law or equity, or otherwise), judgments, suits, proceedings, fines, penalties, loss, costs or expense (including attorneys' fees and court costs) (collectively, "Claims") arising out of, or in any way connected with or relating (directly or indirectly, in whole or in part) to, or alleging damage caused in whole or in part by:
3. any act, omission, willful misconduct, or negligence, whether active or passive, of Homeowner or any of its agents, employees, independent contractors, or subcontractors;
4. the performance of this Service Agreement by Homeowner, any agent, employee, independent contractor or subcontractor of Homeowner, or any third person or entity; or
5. any breach by Homeowner of any of its covenants, agreements, representations or warranties under this Service Agreement.
6. Homeowner’s obligations to indemnify and defend the Indemnified Parties extend to and include, without limitation, Claims for:
7. injury to any person (including death at any time resulting from that injury);
8. loss of, injury or damage to, or destruction of property (including all loss of use resulting from that loss, injury, damage, or destruction);
9. fines or penalties asserted or imposed on any Indemnified Party for violation of any law, rule or regulation;
10. Any loss, injury, or damage arising out of or related to wildfire damage that occurs to the property covered by this Service Agreement; and
11. all economic losses and consequential or resulting damages of any kind.
12. Homeowner’s obligations to indemnify and defend the Indemnified Parties hereunder shall apply even if Homeowner was itself not negligent or otherwise at fault. Homeowner’s obligations to indemnify and defend the Indemnified Parties shall also apply regardless of the active or passive negligence of any Indemnified Party, and regardless of whether liability without fault or strict liability is imposed or sought to be imposed on any Indemnified Party. However, notwithstanding anything in this Section to the contrary, Homeowner’s obligation to indemnify an Indemnified Party shall not apply to the extent that a final judgment of a court of competent jurisdiction establishes that a Claim against that Indemnified Party was proximately caused by the sole and exclusive negligence or willful misconduct of that Indemnified Party, or its agents, servants, or independent contractors who are directly responsible to it. Neither Homeowner, nor any agent, servant, employee, independent contractor, or subcontractor of Homeowner, shall be deemed to be an agent, servant, employee or independent contractor of any Indemnified Party for purposes of the preceding sentence. In the event any Indemnified Party is not entitled to indemnification from Contractor pursuant to the preceding two sentences, Homeowner’s obligation to indemnify shall remain valid for all other Indemnified Parties.
13. Homeowner’s duty to defend the Indemnified Parties is separate and independent of Homeowner’s duty to indemnify the Indemnified Parties, and extends to all Claims alleging damage caused in whole or in part by any of the acts, omissions or events described in subsections 26(b) and 26(c), above. The duty to defend shall apply regardless of whether the issues of negligence, liability, fault, default, or other obligation on the part of any Indemnified Party, Homeowner, Contractor, any agent, employee, independent contractor or subcontractor of Contractor, or any other person or entity have been determined. The duty to defend applies immediately, regardless of whether Indemnified Parties have paid any sums or incurred any detriment arising out of or relating (directly or indirectly) to any Claims. In the event any Claim is made against an Indemnified Party that may be within the scope of the indemnity provision of this section, the Indemnified Party will attempt to provide notice of the Claim to Homeowner within a reasonable time after learning of the Claim, and thereafter will reasonably cooperate with Homeowner in the defense of such Claim; provided that any failure to provide notice will not affect Homeowner’s indemnity obligations except to the extent Homeowner is materially prejudiced by the failure.
14. Homeowner will be entitled to select counsel and control the defense of all indemnified Claims, subject to the Indemnified Party's approval, which will not be unreasonably withheld. The Indemnified Parties will be entitled to participate in their defense. If Homeowner fails to promptly hire legal counsel and assume the defense of any Claim after receiving notice thereof from an Indemnified Party, then the Indemnified Party (acting directly or through SCFSC) will have the right, but not the obligation, to hire legal counsel to carry out the defense. In that event, Homeowner shall reimburse the Indemnified Party (or SCFSC if it hired legal counsel) for the costs of such defense within ten days after written demand from the Indemnified Party. The foregoing right to hire legal counsel and assume the defense of any Claim may be exercised by SCFSC on behalf of an Indemnified Party who is not SCFSC (with such Indemnified Party’s consent), in which event, SCFSC shall be entitled to reimbursement of the costs thereof from Homeowner.
15. Homeowner’s obligation to indemnify and defend Indemnified Parties pursuant to this section shall not be construed or interpreted in any way as restricting, limiting or modifying Contractor’s obligations under this Service Agreement, and is independent of Contractor’s insurance and other obligations.
16. The provisions of this section shall survive the completion of all services and until all Claims of or against Indemnified Parties involving any of the indemnified matters are fully, finally, and absolutely barred by the applicable statutes of limitations.
17. This indemnity and release operate as a release of both known and unknown claims. Homeowner recognizes that this indemnity and release covers both known and unknown claims. Homeowner acknowledges that it is familiar with Section 1542 of the California Civil Code, which provides:

**A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or hIS settlement with the debtor or released party.**

Homeowner expressly waives and relinquishes any and all rights and benefits which they may have under, or which may be conferred on Homeowner by the provisions of Section 1542 of the California Civil Code, as well as under any other state or federal statute or common law principle of similar effect, to the fullest extent that Homeowner may lawfully waive such rights or benefits pertaining to the released matters. Homeowner assumes the risk that a claim for wildfire damage may be brought against SCFSC, and that Homeowner will be responsible for indemnifying and defending that claim.

1. **No Interference**:Homeowner grants access to the Home and will cooperate with SCFSC and Contractor during the performance of work. Homeowner agrees to remove personal property within the construction area so as to not interfere with progress of work. Homeowner will permit necessary movement and replacement of rugs, furniture, and/or storage boxes by Contractor. Homeowner agrees to provide Contractor easy access in and around the areas necessary to complete the Scope of Work, including for the operation of equipment needed for the performance of Work.

Homeowner will promptly provide any preliminary notices or mechanics liens it receives to SCFSC. SCFSC is requesting this for information purposes only, and is only responsible for payment as described in this Service Agreement.

Homeowner will refrain from interfering, commenting, advising, and suggesting to Contractor and subcontractors how to conduct the Scope of Work.

Homeowner will keep all children, visitors, and pets secured and away from the construction area as not to interfere or be placed in harm’s way. Pets are the responsibility of Homeowner at all times.

SCFSC will notify Homeowner when it receives a notice of Substantial Completion from Contractor. SCFSC will schedule the inspection with Contractor and provide Homeowner notice at least twenty-four hours before inspecting the work and completing the Deficiency Checklist**. Inspections will occur between the hours of 8 am to 5 pm, Monday through Friday. Homeowner must attend the inspection.** Homeowner acknowledges that the inspection will proceed without Homeowner present, and if Homeowner is not present, Homeowner accepts all decisions by SCFSC regarding the quality of the services, work, and materials as if Homeowner was present and had personally accepted the work.

1. **Utilities**: Homeowner shall furnish the use of electricity and water to Contractor, at no additional cost to Contractor or SCFSC, during Contractor’s performance of the Scope of Work.
2. **Permission**: Homeowner grants SCFSC permission to film and/or photograph the Home before, during, and after completion of the Scope of Work including the house and defensible space for grant documentation, education, and publicity purposes without additional compensation.
3. **Release and Hold Harmless**: SCFSC will not be held liable by Homeowner or Contractor for any damages of any type, even if such damage arises from SCFSC’s own negligence or the negligence of its agents. Specifically, and without limitation, Contractor and Homeowner will not seek any consequential damages from SCFSC or any Indemnified Party.

Contractor agrees to make no claim for extra or additional costs attributable to any delays, inefficiencies, or interference in the performance of this Service Agreement occasioned by any act or omission to act by SCFSC or Homeowner except as provided in this Agreement.

Contractor also agrees any such delay, inefficiency, or interference shall be accounted for only as an extension of additional time given to complete the Scope of Work.

It is Homeowner’s discretion whether to obtain Homeowner’s insurance.

1. **Disclaimer:** Nothing in this Agreement and nothing in SCFSC’s statements to Homeowner will be construed as a promise or guarantee about the outcome of the Scope of Work. There is no guarantee that the Home will be impervious to fire damage of any kind. **SCFSC and Contractor make no representation, warranty, promise, or guarantee that the home hardening efforts made under this Service Agreement will protect the property in the event of wildfire. Homeowner accepts the risk that, despite the home hardening efforts made under this Service Agreement, loss of life and property could happen in the event of a fire.**

SCFSC also makes no representations as to Homeowner’s tax consequences associated with the payment of funds related to this Service Agreement. Homeowner acknowledges it may consult with their tax advisors regarding this transaction before signing this Service Agreement. Homeowner acknowledges SCFSC cannot provide advice regarding any tax consequences or implications of any benefit or value provided under the terms of this Agreement.

1. **Maintenance and Care of Property:** Homeowner is responsible for the proper use and care of the Home after the work has been completed. See**Exhibit B – Defensible Space and Structure Retrofit Maintenance Agreement**. This provision survives termination and the Term of this Service Agreement.
2. **Properties in a Special Flood Hazard Area:** If the Home is located in a Special Flood Hazard Area, the receipt of assistance under this Service Agreement will trigger insurance and other requirements. See**Exhibit C – Acknowledgement of Conditions for Mitigation of Property in a Special Flood Hazard Area**.
3. **Legal Authority**: By signing this Service Agreement, Homeowner certifies that they have full power and authority to execute this Agreement with respect to the Home without the need for any further action, including but not limited to notice of approval from any other person or entity.
4. **Assignment:** Neither Contractor nor Homeowner may assign this Service Agreement or the rights and obligations thereunder to any third party without the prior express written approval of SCFSC.

If the Home is sold or ownership is otherwise transferred before Contractor completes and SCFSC and Homeowner accept the full Scope of Work, it shall be treated as a termination for cause by Homeowner, unless SCFSC, Contractor, and the new owner agree in writing to assign Homeowner’s rights and responsibilities to the new owner.

1. **Reference to Parties:** Each reference herein to the Parties shall be deemed to include their successors, assigns, spouses, Homeowner guests or invitees, heirs, administrators, agents, and representatives, all of whom shall be bound by the provisions hereof.
2. **Partial Invalidity**: If any term or provision of this Service Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each such term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.
3. **Access**: Homeowner and Contractor will provide SCFSC, FEMA, CalOES, and Building Inspectors access to work sites pertaining to the work being completed, or already completed, under this Service Agreement.
4. **Governing Law:** This Service Agreement shall be governed by and construed in accordance with the laws of the State of California (without regard to its conflict of law rules) and the relevant federal laws of the United States of America. Nothing in this Service Agreement should be construed as a waiver of any applicable codes enforced by a permitting agency with jurisdiction over the residential property at issue or the work to be performed. Contractor agrees to provide all required licenses and obtain all required permits.
5. **Dispute Resolution**: In the event of any dispute relating to the Parties’ rights under this Service Agreement, Contractor will continue to fully and timely perform the Scope of Work during the pendency of the dispute resolution process. As an explicit condition precedent to any legal action, a Party shall initiate this resolution process by giving notice to all other Parties, in writing and in detail, the issues in dispute, the relief requested, and the estimated value of a claim (“Dispute”). An in-person meeting between the Parties relevant to the dispute, attended by an individual with decision making authority, must take place within thirty days form the date that written notice was received in an attempt to resolve the Dispute through direct negotiations.

If the Dispute cannot be resolved by direct negotiations within thirty days of initiation of the resolution process, any Party to the Dispute may initiate mediation by giving notice to the other Parties. If the Parties cannot agree on a mediator for the Dispute, the Dispute must be submitted to the American Arbitration Association (“**AAA**”) for mediation, and the cost of the mediation will be borne equally by each Party to the dispute. If the Dispute is not resolved within 60 days of the conclusion of mediation, then the Dispute must be finally resolved by binding arbitration under the California Arbitration Act before the AAA, using its construction rules in effect at the time the arbitration demand is filed with the AAA. The arbitrator may only provide an award that a court of law could order were the Dispute resolved in a court of competent jurisdiction.

Any award may only be confirmed in California Courts in Shasta County. The arbitrator(s) shall not have the power to commit errors of law or legal reasoning, and the award may be vacated or corrected on appeal to a court of competent jurisdiction for any such error. Each Party will bear their own fees and costs that arise from the dispute resolution process, including arbitration. This section does not apply to any claims that could be brought in small claims court in Shasta County.

1. **Mechanics Lien Notice:** As authorized in California Civil Code 8416, licensed contractors and/or their subcontractors may record what is called a mechanics lien on properties for which they are hired to make improvements. If Contractor or any subcontractor intends to file a lien, Homeowner and SCFSC must be provided with a Preliminary Notice twenty days after Contractor or its subcontractor first furnishes labor or materials in furtherance of the Scope of Work. Upon satisfactory payment being made for any portion of the work performed, Contractor, prior to any further payment being made, shall furnish to the Homeowner and SCFSC a full and unconditional release from any potential lien claim or mechanics lien authorized pursuant to Sections 8400 and 8404 of the California Civil Code for that portion of the work for which payment has been made.

**The following notice is required to be included in this Agreement by California Code BPC §7164, and does not change any terms of this Service Agreement including but not limited to SCFSC’s requirements to pay Contractor:**

**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 finds the 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 ‘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 they are not paid.

**BE CAREFUL**. 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 your prime contractor or from laborers who work on your 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 your 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 receive.

**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 internet website at www.cslb.ca.gov or call CSLB at 800-321-CSLB (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.

1. **Prohibition on Contracting for Covered Telecommunications Equipment or Services:**
2. **Prohibition**. Contractor *and its subcontractors* are prohibited from spending the proceeds of this Service Agreement on certain telecommunications and video surveillance products and contracting with certain entities for national security reasons as set forth in Section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (“McCain Act”), and 2 C.F.R. Section 200.216. Contractor and its subcontractors shall not use funds paid under this Agreement to fund the purchase, installation, or services of the telecommunications and video surveillance products or to contract with the entities prohibited by Section 889 of the McCain Act or 2 C.F.R. Section 200.216.
3. **Subcontractors**. The Contractor shall insert the substance of this Section in all subcontracts and other contractual instruments resulting from this Service Agreement.
4. **Domestic Preferences for Procurements**: As appropriate, and to the extent consistent with law, Contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products.

Contractor shall insert the substance of this Section in all subcontracts and other contractual instruments resulting from this Service Agreement.

1. **No Party Deemed Drafter:** In the event of a dispute between any of the Parties hereto over the meaning of this Service Agreement, no Party shall be deemed to have been the drafter hereof, and the principle of law that contracts are construed against the drafter does not apply.
2. **“Days”:** All references in this Service Agreement to the word "days" means calendar days. If a date for performance of any obligation or notice occurs on a California state or federal holiday or on a Saturday or Sunday, then the next business day shall be deemed the applicable date for performance or notice.
3. **No Obligation by Government:** The Federal Government and State of California are not parties to this Service Agreement and are not subject to any obligations or liabilities to the Parties or any other entity pertaining to any matter resulting from this Agreement.
4. **Compliance with Federal Law, Regulations, and Executive Orders:** This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of Service Agreement. The Contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives in the performance of this Agreement.
5. **Program Fraud and False or Fraudulent Statements or Related Acts**: The Parties acknowledge that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to this Service Agreement.
6. **Counterparts and Electronic Signatures:** This Service Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. This Service Agreement may be executed and delivered via electronic mail (including PDF or any electronic signature complying with the U.S. federal ESIGN Act of 2000, California’s Uniform Electronic Transactions Act (Cal. Civ. Code § 1633.1, et seq.) or other applicable law) or other transmission method, and any document so executed and delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes. Homeowner is entitled to a completely filled in copy of this Service Agreement, signed by all Parties, before any work may be started.

This Agreement for Wildfire Mitigation Services at [INSERT ADDRESS OF THE HOME] is executed on the dates below, by the undersigned individuals who have the authority to execute and bind the Party to this Agreement and is effective as of the Effective Date.

**NOTE: THIS CONTRACT REQUIRES CONTRACTOR TO SECURE PAYMENT AND PERFORMANCE BONDS.**

**HOMEOWNER HOMEOWNER #2** (if applicable)

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Name Name

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Date Date

**RIGHT TO CANCEL:** The law requires that the Contractor give Homeowner a notice explaining your right to cancel. ***HOMEOWNER INITIAL HERE\_\_\_\_\_\_*** if the contractor has given you a ‛Notice of the Three-Day Right to Cancel’ or, if you are a senior citizen, a “Notice of the Five-Day Right to Cancel” (see page 34).

**CONTRACTOR SCFSC**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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Signature Signature

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Date Date

**Information about the Contractors State License Board (CSLB**): CSLB is the state consumer protection agency that licenses and regulates construction contractors. Contact CSLB for 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 an 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:

Visit CSLB’s internet website at [www.cslb.ca.gov](http://www.cslb.ca.gov)

Call CSLB at 800-321-CSLB (2752)

Write CSLB at P.O. Box 26000, Sacramento, CA 95826.

# Exhibit A

# Scope of Work and Pricing

**Services to be Provided.** Contractor will provide the Home Hardening Services, in compliance with the applicable codes and standards, for the Agreement Amount comprised of the unit prices in the attached Excel spreadsheet marked “Agreement for Wildfire Mitigation Services Exhibit -scope of Work and Pricing” with Contractor’s name, dated [INSERT DATE IN ROW 2 OF THE SPREADSHEET], to the Home at [INSERT PROPERTY ADDRESS].

**Deviations from the Minimum Quality Standards:** [INSERT THE WORD “NONE” or STATE THE APPLICABLE DEVIATION(S)]

# Exhibit B

# Defensible Space and Structure Retrofit Maintenance Agreement

By signature below, the Homeowner(s) acknowledge and agree to maintain the property located at [Insert Property Address] (the “**Home**”), consistent with the requirements below, for 20 years from Effective Date of the Agreement for Wildfire Mitigation Service or as long as the Property is owned by the Homeowner(s), whichever shall occur first:

1. The Homeowner shall, at their own expense, maintain any defensible space measures performed within the Scope of Work of the Agreement for Wildfire Mitigation Service in accordance with state and local requirements in order to minimize fire risk.
2. Any structural retrofit measures performed within the Scope of Work of the Agreement for Wildfire Mitigation Service will remain in place and maintained by the Homeowner to ensure good working condition minimizing fire risk. Homeowner may improve upon but may not reduce or degrade the degree of wildfire protection provided by the structural retrofit measures performed within the Scope of Work of the Agreement for Wildfire Mitigation Service.
3. The Homeowner will maintain the Home in conformance with all applicable state, federal, and local laws, ordinances, codes, and regulations.

**HOMEOWNER HOMEOWNER #2** (if applicable)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name Name

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date Date

# Exhibit C

# Acknowledgement of Conditions for Mitigation of Property in a Special Flood Hazard Area

As a recipient of Federally funded hazard mitigation assistance under the Hazard Mitigation Grant Program, authorized by Section 404 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act ("**Stafford Act**") (42 U.S.C. § 5170c), and the Building Resilient Infrastructure and Communities program, authorized by Section 203 of the Stafford Act (42 U.S.C. § 5133), by signature below, the Homeowner(s) are informed of and accept the following conditions:

The real property located at [INSERT ADDRESS], is owned by [INSERT PROPERTY OWNER(S) NAME(S)] as recorded by Deed dated [INSERT DATE] at [INSERT RECORDATION CITE] and reflected in Tax Map [INSERT MAP NUMBER], Block [INSERT #], and Parcel [INSERT #] (the “**Home**”).

The Home was identified on the Federal Emergency Management Agency (“**FEMA**”) Flood Map Panel [INSERT NUMBER], effective [INSERT DATE]. FEMA Flood Map Panels may be accessed online at https://msc.fema.gov/portal/home.

**The Home [IS/IS NOT] located in a Special Flood Hazard Area (“SFHA”).**

**If the Home is NOT located in a SFHA, the following requirements DO NOT apply.**

The following requirements ONLY apply if the Home is located in a SFHA:

1. All structures that will **not** be demolished or relocated out of the SFHA have been insured to an amount at least equal to the project cost or to the maximum limit of coverage made available with respect to the particular property, whichever is less, through the National Flood Insurance Program (NFIP), as authorized by 42 U.S.C. §4001 *et seq.*, as long as the Homeowner(s) holds title to the property as required by 42 U.S.C. §4012a.
2. Homeowner(s) will maintain all structures on the above-mentioned property in accordance with the flood plain management criteria set forth in Title 44 of the Code of Federal Regulations (CFR) Part 60.3 and City/County Ordinance as long as the Homeowner(s) holds title to the property. These criteria include, but are not limited to, the following measures:
   1. Enclosed areas below the Base Flood Elevation will only be used for parking of vehicles, limited storage, or access to the building;
   2. All interior walls and floors below the Base Flood Elevation will be unfinished or constructed of flood resistant materials;
   3. No mechanical, electrical, or plumbing devices will be installed below the Base Flood Elevation; and
   4. All enclosed areas below Base Flood Elevation must be equipped with vents permitting the automatic entry and exit of flood water.
3. The above conditions are binding for the life of the property. To provide notice to subsequent purchasers of these conditions, Homeowner(s) agrees that the County will legally record with the land records a notice that includes the name of the current property owner (including book/page reference to record of current title, if readily available), a legal description of the property, and the following notice of flood insurance requirements:

"This property has received Federal hazard mitigation assistance. Federal law requires that flood insurance coverage on this property must be maintained during the life of the property regardless of transfer of ownership of such property. Pursuant to 42 U.S.C. §5154a, failure to maintain flood insurance on this property may prohibit the owner from receiving Federal disaster assistance with respect to this property in the event of a flood disaster. The Property Owner is also required to maintain this property in accordance with the flood plain management criteria of Title 44 of the Code of Federal Regulations Part 60.3 and City/County Ordinance."

1. Failure to abide by the above conditions may prohibit the Homeowner(s) and/or any subsequent purchasers from receiving Federal disaster assistance with respect to this property in the event of any future flood disasters. If the above conditions are not met, FEMA may recoup the amount of the grant award with respect to the subject property, and the Homeowner(s) may be liable to repay such amounts.

By signing below, the Homeowner(s) certify and agree to this Agreement and acknowledge that it is binding upon the Homeowner(s) heirs, successors, personal representatives, and assignees.

**HOMEOWNER HOMEOWNER #2** (if applicable)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name Name

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Date Date

**FOR PROPERTIES IN A SFHA ONLY:**

HOMEOWNER(S) ACKNOWLEDGEMENT WITNESSED BY:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

PRINTED NAME OF WITNESS

NOTARY PUBLIC:

# Exhibit D

# Photo Release

By my signature below, I agree that the Shasta County Fire Safe Council, Federal Emergency Management Agency, and the California Governor’s Office of Emergency Services, (collectively the “**Licensees**”) may take and use photographs and videos of my property for any purpose related to the California Wildfire Mitigation Program – Home Hardening Initiative, Hazard Mitigation Grant Program, or Building Resilient Infrastructure and Communities program, without further consideration.

I waive any and all claims or demands of any nature which I, my heirs, successors, personal representatives, and assignees may now have or may have in the future against the Licensees related to the Licensees’ taking and use of photographs and videos of my property.

**HOMEOWNER HOMEOWNER #2** (if applicable)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name Name

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Date Date

# Exhibit E

# Prevailing Wage Rates

[INSERT PREVAILING WAGE RATES FOR THE LOCATION OF THE WORK]

**NOTICE OF CANCELLATION**

**YOU, THE HOMEOWNER, HAVE THE RIGHT TO CANCEL THIS CONTRACT WITHIN THREE BUSINESS DAYS OR FIVE IF YOU ARE A SENIOR CITIZEN. 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. SEND A COPY TO SCFSC AS WELL.**

**IF YOU CANCEL, THE CONTRACTOR MUST RETURN TO YOU ANYTHING YOU PAID WITHIN 10 DAYS OF RECEIVING THE NOTICE OF CANCELLATION. FOR YOUR PART, YOU MUST MAKE AVAILABLE TO THE CONTRACTOR AT YOUR RESIDENCE, IN SUBSTANTIALLY AS GOOD CONDITION AS YOU RECEIVED IT, ANY GOODS DELIVERED TO YOU UNDER THIS CONTRACT OR SALE. OR, YOU MAY, IF YOU WISH, COMPLY WITH THE CONTRACTOR’S INSTRUCTIONS ON HOW TO RETURN THE GOODS AT THE CONTRACTOR’S EXPENSE AND RISK. IF YOU DO MAKE THE GOODS AVAILABLE TO THE CONTRACTOR AND THE CONTRACTOR DOES NOT PICK THEM UP WITHIN 20 DAYS OF THE DATE OF YOUR NOTICE OF CANCELLATION, YOU MAY KEEP THEM WITHOUT ANY FURTHER OBLIGATION. IF YOU FAIL TO MAKE THE GOODS AVAILABLE TO THE CONTRACTOR, OR IF YOU AGREE TO RETURN THE GOODS TO THE CONTRACTOR AND FAIL TO DO SO, THEN YOU REMAIN LIABLE FOR PERFORMANCE OF ALL OBLIGATIONS UNDER THE CONTRACT.**

NOTICE OF CANCELLATION

Date of Transaction: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

You may CANCEL this transaction, without any Penalty or Obligation, within three business days from the above date (or five business days if you are a senior citizen).

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 TEN BUSINESS DAYS following receipt by the seller of your cancellation notice, and any security interest arising out of the transaction will be cancelled.

If you cancel, you must make available to the seller at your residence, in substantially 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 Cancellation Notice or any other written notice to [Contractor’s Address] NOT LATER THAN MIDNIGHT OF \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_. Send a copy to SCFSC at **shasta.fsc@shastafiresafe.org** as well.

Insert Date

**AT TIME OF CANCELLATION**

|  |
| --- |
| *DO NOT SIGN BELOW UNLESS YOU INTEND TO CANCEL THE TRANSACTION.*  I HEREBY CANCEL THIS TRANSACTION.  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Name  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Telephone Number  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Date  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Homeowner’s Signature |