



SYSTEM PAVERS
Outdoor Living
Designed Around You[®]
Systems Paving, Inc.
dba System Pavers

1570 Brookhollow Drive
Santa Ana, CA 92705
Phone: 949-263-8300
Fax: 949-263-0452
CSLB Lic. #661575
Class C-61/D-06/C-27

HOME IMPROVEMENT AGREEMENT AMENDMENT

Purchaser(s) Name(s) <i>IRENE NICOT</i>		Date of Contract <i>7-14-16</i>	Job Number
Purchaser(s) Street Address, City, State, and Zip Code <i>2709 SPANCKEYS LN</i>			
Purchaser(s) Home Telephone <i>310-370-0810</i>	Purchaser(s) Cell Telephone	Purchaser(s) Business Telephone	Purchaser(s) Email Address

This Amendment ("Amendment") is to the HOME IMPROVEMENT AGREEMENT ("Agreement") by and between Systems Paving, Inc. dba System Pavers ("Contractor") and _____ ("Purchaser(s)"). Contractor and Purchaser(s) hereby agree to amend and modify the Agreement as indicated below. Other than as specifically indicated below, all the terms and conditions of the Agreement will remain in full force and effect. This Amendment is subject to the terms and conditions of the Agreement. The following additions, alterations, or deletions to the products and services Purchaser(s) ordered are being made:

BORDER STONE TO BE TERRACOTTA HILAND

As a result of these changes, the following terms of the Agreement are also changing (if there is no change, an item will be left blank or marked as "N/A", indicating that no change applies):

Updated Schedule of Progress Payments Original Purchase Price: <i>11,614.00</i> Change Amount (+/-): <i>0</i> New Purchase Price: <i>11,614.00</i> New Balance Due on Completion: <i>SAME AS ORIGINAL CONTRACT</i>	New Estimated Starting Date:	Method of Payment: <input type="checkbox"/> Check <input type="checkbox"/> Cash <input type="checkbox"/> Financed
	New Estimated Completion Date:	Name on Credit Card:
		Credit Card #:
		Credit Card Exp. Date: Security Code:

It is agreed and understood by and between the parties that this Amendment and the original Agreement constitute the entire understanding between the parties, and there are no verbal understandings changing or modifying any of the terms of this Amendment. Purchaser(s) hereby acknowledges that Purchaser(s) has read this Amendment and has received a completed, signed, and dated copy of this Amendment on the date written below.

SYSTEMS PAVING, INC.

By: *Jeff Ladner*
Print Name of Sales Representative

[Signature] *7-28-16*
Signature of Sales Representative Date

PURCHASER(S)

Print Name *NICOT HENRY*
Print Name *[Signature]*

Signature *[Signature]* Date *7/28/16*
Signature _____ Date _____



CORPORATE OFFICE
1570 Brookhollow Drive
Santa Ana, CA 92705

SANTA ANA/SP UNIVERSITY
1570 Brookhollow Drive
Santa Ana, CA 92705

SAN DIEGO
3244 Grey Hawk Court, Bldg. L
Carlsbad, CA 92010

UNION CITY
32950 Alvarado-Niles Road
Ste. 500, Union City, CA 94587

CAMARILLO
4790 Calle Carga
Camarillo, CA 93012

SACRAMENTO
3320 Data Drive Suite 400
Rancho Cordova, CA 95670

PORTLAND
4800 SW Griffith Drive, Ste. 128
Beaverton, OR 97005

DENVER
10515 E 40th Ave, Ste. 109
Denver, CO 80239

SEATTLE
System Pavers of Washington, Inc.
14395A NE 95th Street
Redmond, WA 98052

OUR WORKMANSHIP WARRANTY

System Pavers provides the highest-quality products and installs these products in conformance with its installation quality specifications. System Pavers is so confident that you will be delighted with the quality of its workmanship that System Pavers provides you with the following workmanship warranty, subject to the terms and conditions stated in this warranty.

For paving stones, if within 25 years of the completion of the work, the workmanship of the installation fails to conform to our installation quality specifications, System Pavers will, at its election, repair or replace the products at its own expense.

For SP Turf®, if within 10 years of the completion of the work, the workmanship of the installation fails to conform to our installation quality specifications, System Pavers will, at its election, repair or replace the SP Turf® at its own expense.

For SP Lighting, mortared walls, including stucco, natural stone or manufactured stone; SP Shade Products; pool plastering; coping fireplaces; fire pits; barbeque islands; other outdoor elements; masonry; and tiling; if within 2 years of the completion of the work, the workmanship of the installation fails to conform to our installation quality specifications, System Pavers will, at its election, repair or replace the products at its own expense.

OUR WORKMANSHIP GUARANTEE

In addition to warranting our workmanship for the long term, subject to the terms and conditions stated in this warranty, if within thirty (30) days of the completion of the work, our installation (other than joint sand stabilizers) fails to conform to our installation quality specifications, and we are unable to cure such workmanship defect within 90 days of notification, we will provide you with a complete refund of your purchase price. For the avoidance of doubt, our obligations hereunder do not provide for a refund as result of you not being satisfied with your choice of color, style, products or the purchase price.

OUR MANUFACTURERS' WARRANTIES

The products that System Pavers installs for you are of the highest-quality and the manufacturers of these products stand behind their products. All manufacturers' warranties shall become effective upon full payment. Description of coverage under any manufacturer's warranties is available for review upon request by calling (800) 801-7283 or emailing contact@SystemPavers.com.

Purchased by Irene Nicot

Job Completion Date

Job Address 2709 Spreckels Ln.

8/24/2016

Redondo Beach, CA 90278

Jamy Bauer

Date

May 10, 2016

See SystemPavers.com/Warranty for more information. For information on Quality Standards, please see reverse.
CA Lic. #661575 | WA Lic. #STEPV908KF | OR Lic. #CCB 168710

System Pavers is a registered trade name of System Pavers of Colorado, LLC, System Pavers of Oregon, LLC, System Pavers of Washington, Inc., and Systems Paving, Inc. WCOB-16

SYSTEM PAVERS QUALITY STANDARDS

PAVING STONES

INSTALLATION	WITHIN 30 DAYS OF COMPLETION OF PROJECT	90 DAYS AFTER COMPLETION
Deviations of grade (sinking/flatness)	< 1/2" measured with 10' straight edge; not applicable to grade changes for drainage	< 1/2" measured with 10' straight edge; not applicable to grade changes for drainage
Separation of edge restraint	1/16" to 3/16"; may be wider with tumbled products	< 1/4"; may be wider with tumbled products
Joint width between pavers	1/16" to 3/16"; may be wider with tumbled products	< 1/4"; may be wider with tumbled products
Joint sand loss (depth of joint)	1/4" to 1/2"; may be deeper with tumbled products	< 1/2"; may be deeper with tumbled products
Rutting	< 1/4"	< 1/2", in depth

Exclusions: Natural Stone products will have greater deviations and wider joints as these products tend to be inconsistent in sizing.

SP TURF®

- Surface to have a natural appearance, which may include rolling undulations and moderate depressions.
- There should be no standing water within one hour of a moderate to heavy (2 - 3 inches per hour) rain storm.
- Synthetic turf area should be generally free of weeds; no weeds should be rooted through a properly prepared base. Some occasional weed growth may be evident as a result of seeds falling onto the top of the surface. These should be easily removable by hand.
- Flex Board or similar bender board edge restraint and/or hardscape should surround the entire turf area and turf should be tucked under to form a natural appearing edge.
- Seams shall be stable and have a maximum gap of no more than 1/8".
- Turf installation area shall be free of ripples or bubbles - may incur some rippling or bubbling on putting greens.
- While synthetic turf generally requires less maintenance than natural grass, synthetic turf should be cleaned and groomed periodically. The frequency will be determined by the type and frequency of use. To prevent substantial matting, especially in high traffic areas, your turf may require professional grooming from time to time.

SP LIGHTING

Lighting shall be installed in accordance with NEC 2002 (National Electric Code) regulations unless superseded by local municipal codes and/or regulations.

Hard water overspray from irrigation systems as well as pollen and dirt can build up over time blocking light from an SP Lighting fixture. Such is not covered by this warranty. Growth of landscaping is dependent on a wide range of conditions beyond System Paver's control. While System Pavers installs and aims SP Lighting fixtures as appropriate at the time of original installation, growth of landscaping or other factors beyond our control may result in the need to adjust SP Lighting fixtures. Such is not covered by this warranty.

OTHER PRODUCTS AND SERVICES

If no specific quality standard is referenced or incorporated into this warranty for an installation or other work not involving Pavers, lighting, other electrical products or turf, the System Pavers installation quality specification for that installation or other work is that the installation or other work will be free from defects not inherent in the material.

System Pavers makes no warranties or guarantees with respect to products manufactured by third parties and installed by System Pavers, and you acknowledge that you are relying solely on such third party manufacturers' warranties and guarantees, if any.

WORKMANSHIP WARRANTY

To submit a claim, contact System Pavers at 1570 Brookhollow Drive, Santa Ana, CA 92705. Claims must be submitted promptly after discovery. If after inspection, a valid claim exists, System Pavers will repair, re-install, replace, or refund the purchase price at its option. System Pavers may substitute product if originally installed product is not available. Replacement of a product does not renew the warranty period. This warranty assumes normal and reasonable use of products. This warranty does not cover any damage caused by occurrences beyond the control of System Pavers, including, but not limited to, overloading, impact, abrasion, commercial use, improper or insufficient maintenance, corrosion due to atmospheric contamination, poor soil, tree roots, changes in the water table, water main breaks, rips or tears in turf, burning or melting of turf (including from direct sunlight or reflections of sunlight), surface temperature of turf, or hard water deposits or other water marks on turf, mottling of pool plaster, scratching or scuffing of pavers, lack of traction on or slipperiness of joint sand stabilizers, or efflorescence in pavers and stonework. Tampering with any products by other than System Pavers voids this warranty. This warranty is the only express warranty provided by System Pavers. SYSTEM PAVERS HEREBY EXCLUDES AND DISCLAIMS ANY AND ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING BY WAY OF ILLUSTRATION AND NOT LIMITATION, WARRANTIES OF FITNESS FOR PARTICULAR PURPOSE, HABITABILITY, AND MERCHANTABILITY. THE LIMITED WARRANTIES CONTAINED HEREIN SHALL BE IN LIEU OF ANY OTHER WARRANTY, WHETHER EXPRESSED OR IMPLIED. System Pavers liability under this warranty is limited to the amounts received by System Pavers for services rendered under the sales contract. In no event shall System Pavers be obligated or liable for incidental, special, indirect, or consequential damages of any kind for the breach of any express or implied warranty.



WARRANTY TRANSFER

Subject to the terms and conditions contained in this warranty, this warranty is transferable to subsequent homeowners of the home where the products are installed. To transfer this warranty, the then-owner must, within 30 days of closing the sale, notify System Pavers of the name of the person assuming the rights under this warranty. Upon inspection and re-certification of the products to the satisfaction of System Pavers or upon System Pavers' waiver of such inspection and re-certification, this warranty shall transfer to the subsequent homeowner.

WORKMANSHIP GUARANTEE

To submit a claim, (1) you must have paid the full purchase price under your agreement with System Pavers and (2) you must notify System Pavers by certified mail at 1570 Brookhollow Drive, Santa Ana, CA 92705 within thirty (30) days of the completion of the work of any non-conforming installations, specifically detailing any deficiencies in the installation (a "Deficiency Notice"). System Pavers shall have ninety (90) days from receipt of a Deficiency Notice to correct any deficiencies set forth in such notice. During such time, you shall allow System Pavers access to your property as required during all normal business hours. Any claim is subject to the exclusionary list of occurrences beyond the control of System Pavers recited in the above Workmanship Warranty paragraph and such list is hereby incorporated by reference. You must have replaced the defective or non-conforming product with an alternate company's product of substantially similar value if System Pavers is unable within said ninety day period to correct the deficiencies so that the products are free from manufacturing defects and the installation conforms to the applicable specifications.