

First Onsite Property Restoration Hawaii Contract Addendum

Hawaii Homeowner Disclosure

Regarding Lien Rights, Bonding & Contractor Repair Act

1. **LIEN RIGHTS.** Contractor, any subcontractor, and any materialmen supplying commodities or labor on the project have statutory lien rights of payments due and unpaid under Section 507-41 et seq., Hawaii Revised Statutes, which contain various provisions on the right to, procedure for and timing of any lien claim. Owner acknowledges that these lien rights have been explained in detail to Owner to the best of Contractor's ability and that all information pertaining to the Agreement and its performance have been disclosed to the best of the Contractor's ability. Contractor has also referred Owner to Owner's legal advisor for further information about these lien rights.

2. **BONDING.** The Agreement does not call for Contractor to provide either payment or performance bonds and has been priced accordingly. The Owner has the option to amend the Agreement, prior to its signing, to demand bonding on the project. Bonding would provide Owner with the contractual commitment of a surety to protect the Owner from various risks specified in the surety's form of bond. These risks typically include protection against lien claims by any subcontractors or suppliers of labor or materials to the project that Contractor failed to pay. A requirement for bonding would entail additional costs for which Owner would be responsible under the Agreement. Owner waives any requirement for Contractor to solicit information concerning the approximate expense of the bond.

3. **Name, Address, License Number and Classification**

**First Onsite Property Restoration
94-1388 Moaniani Street, Unit 220
Waipahu, HI 96797**

4. **Exact and/or Estimated Dollar Amount Due:** _____

5. **Date of Commencement and Number of Day for Completion:** _____

6. **Scope of Work and Materials to be Used:** _____

7. **Approximate Percentage of Work to be Subcontracted:** _____

8. **RISK OF LOSS OF ANY PAYMENTS TO A SALES REPRESENTATIVE TO BE BORNE BY OWNER**

[SIGNATURE PAGE TO FOLLOW]

Client Signature: _____

Date: _____

Owner's Signature: _____

Owner's Printed Name: _____

First Onsite Property Restoration

By: _____

Its: _____

9. CONTRATOR REPAIR ACT DISCLOSURE.

NOTICE TO OWNER. CHAPTER 672E OF THE HAWAII REVISED STATUTES CONTAINS IMPORTANT REQUIREMENTS YOU MUST FOLLOW BEFORE YOU MAY FILE A LAWSUIT OR OTHER ACTION FOR DEFECTIVE CONSTRUCTION AGAINST THE CONTRACTOR WHO DESIGNED, REPAIRED, OR CONSTRUCTED YOUR HOME OR FACILITY. NINETY DAYS BEFORE YOU FILE YOUR LAWSUIT OR OTHER ACTION, YOU MUST SERVE ON THE CONTRACTOR A WRITTEN NOTICE OF ANY CONSTRUCTION CONDITIONS YOU ALLEGE ARE DEFECTIVE. UNDER THE LAW, A CONTRACTOR HAS THE OPPORTUNITY TO MAKE AN OFFER TO REPAIR AND/OR PAY FOR THE DEFECTS. YOU ARE NOT OBLIGATED TO ACCEPT ANY OFFER MADE BY A CONTRACTOR. THERE ARE STRICT DEADLINES AND PROCEDURES UNDER THE LAW, AND FAILURE TO FOLLOW THEM MAY NEGATIVELY AFFECT YOUR ABILITY TO FILE A LAWSUIT OR OTHER ACTION.

Client Signature: _____

Date: _____